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**KINGS CROSSING CENTRE, A CONDOMINIUM**

**PROSPECTUS**

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## DECLARATION OF CONDOMINIUM OF

### KINGS CROSSING CENTRE, A CONDOMINIUM

This Declaration of Condominium of Kings Crossing Centre, a Condominium, is made on this 14<sup>th</sup> day of August, 2013, by Arian Development, LLC, a Florida limited liability company (hereafter referred to as "Developer"); and the Developer does hereby make, declare and establish this Declaration of Condominium, hereafter referred to as the "Declaration", as and for the plan of condominium ownership for the land and improvements herein described.

## ARTICLE I

### ESTABLISHMENT OF CONDOMINIUM

2.1 **Purpose.** The purpose of this Declaration of Condominium is to submit the land described in this instrument together with all improvements constructed thereon and all easements appurtenant thereto, to the condominium form of ownership pursuant to the applicable provisions of Chapter 718 of the Florida Statutes, hereafter referred to as the "Condominium Act", and pursuant to the terms, covenants, and provisions of this Declaration.

1.2 **Name and Address.** The name by which this condominium is to be identified is Kings Crossing Centre, a Condominium, hereafter referred to as the "Condominium". The address for the condominium is 775 West Granada Blvd., Ormond Beach, FL 32174.

1.3 **The Land.** The Developer does hereby submit the fee simple title of certain lands owned by Developer lying in Volusia County, Florida as described on Exhibit "A" attached hereto and made a part hereof, to the condominium form of ownership.

## ARTICLE II

### DEFINITIONS

The terms used in this Declaration and in each of the Exhibits shall have the meaning as hereinafter stated, unless the context otherwise requires:

2.1 **Assessment** means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against each Suite Owner and each Suite.

2.2 **Association** means Kings Crossing Centre Condominium Association, Inc., a non-profit Florida corporation.

2.3 **Common Elements** means and shall include:

(a) portions of the Condominium Property, as such term is hereafter defined, which are not included in any of the Suites and benefit all Unit Owners;

(b) tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; and

(c) all property as stated in any Easement Agreements.

(d) the following items which are intended to be a brief summary of Common Elements but not a complete itemization: roof, exterior walls, driveways, parking areas, sidewalks, landscaping, exterior parking lights, free standing location signs, free standing directional signs, dumpster, directional and enforcement traffic signs in driveway and parking areas, electric meter for common element electric purposes, irrigation system, water well for irrigation system, parking lot lighting, utility conduit areas and enclosed generator area.

(e) all those items stated in the Condominium Act.

2.4 **Common Expenses** mean the expenses for which Suite Owners are liable to the Association, including but not limited to:

(a) expenses of maintenance, operation, repair and replacement of the Common Elements; and/or Limited Common Elements and expenses of management and administration of the Association;

(b) expenses declared Common Expenses by provisions of this Declaration or by the Articles of Incorporation or By-Laws of the Association; and

(c) any other valid charge against the Condominium Property as a whole.

(d) any expense deemed a Common Expense by the Condominium Act.

2.5 **Common Surplus** means the amount by which all receipts of the Association exceed the amount of the Common Expenses.

2.6 **Condominium Parcel** means a Suite together with the undivided share in the



Common Elements and Common Surplus which are appurtenant to the Suite. The word "Suite" and "Unit" are synonymous

2.7 Condominium Property. The Condominium Property means the land described in paragraph 1.3 above, together with all improvements constructed thereon and all easements appurtenant thereto.

2.8 Developer means ARIAN DEVELOPMENT, LLC, a Florida limited liability company and any person or entity to which it may assign its' respective rights, or who may succeed to the respective rights by operation of law.

2.9 Institutional Mortgage means a mortgage executed and delivered to a State or Federal bank, state or federal savings and loan association, credit union, business trust or insurance company, or any other person, firm or corporation acting as a lender, authorized to transact business in Florida, creating a mortgage lien on any Suite and its appurtenances.

2.10 Suite means a part of the Condominium Property which is subject to private ownership. The Condominium shall contain seven (7) Suites, sometimes referred to herein as "Units", identified as Unit 101, Unit 102, Unit 103, Unit 104, Unit 201, Unit 202 and Unit 203. Suites may be further subdivided only by Developer and at Developers option; provided Developer complies with all governmental regulations and zoning requirements and provided further that an Amendment to this Declaration is prepared and recorded reflecting the subdivision. Incident to any such subdivision, the Developer may add common element property previously located within the subdivided suites deemed necessary by Developer.

2.11 Suite Owner means any person, persons, corporation, partnership, trust or other entity which holds fee simple title to any Suite. The terms "Suite Owner" and "Unit Owner" are intended to be interchangeable.

2.12 Voting Member means that Suite Owner (or officer or managing member of a corporate Suite Owner or partner in a partnership owning a Suite or Trustee of a Trust or any other person or entity property designated) designated by the owners of a majority interest in a single Suite to cast the one vote appurtenant to such Suite.

2.13 Master Association means any Master Association to which the Condominium belongs.

2.14 Master Declaration means any Master Declaration affecting the land. There is no Master Declaration affecting the land.

2.15 Canopy means the overhang/canopy area attached to Unit 101 encompassing the actual structure and all support facilities and all equipment and improvements under and

adjacent to the canopy.

2.16 **Stacking Lanes** means the vehicle stacking lanes improved with asphalt adjacent to the canopy and connecting the parking lot with the canopy and providing both vehicular and pedestrian ingress, egress and general access.

2.17 **Bypass** means the asphalt bypass lane adjacent to the canopy and stacking lanes.

2.18 **Limited Common Element** means the area designated as Limited Common Element on attached Exhibit A which is generally defined as the elevator, stairwell, and first and second floor vestibule areas serving unit 201, unit 202 and unit 203. The interior maintenance, repair, renovation and replacement costs associated with this Limited Common Element (including the elevator and mechanical room) shall be borne exclusively by the units served by this Limited Common Element, which are Unit 201, Unit 202 and Unit 203 proportionately. This **Limited Common Element** is separately designated on the Budget. Unless otherwise noted, any reference to Common Elements shall also mean and include the Limited Common Elements.

### ARTICLE III

#### CONDOMINIUM SUBJECT TO RESTRICTIONS, EASEMENTS, AND LIMITATIONS

3.1 The Suites and Common Elements shall be, and the same are hereby declared to be subject to, the restrictions, easements, conditions, and covenants described and established herein, covering the use of the Suites and Common Elements, and setting forth the obligations and responsibilities incident to the ownership of each Suite, and its appurtenant undivided interest in the Common Elements.

### ARTICLE IV

#### CONDOMINIUM DOCUMENTS, UNIT LOCATION AND BOUNDARIES, APPURTENANCES AND RESTRICTIONS

4.1 **Condominium Documents**. This Declaration sets forth the nature of the property rights in the Condominium and the covenants running with the land which govern those rights. This Declaration includes the following attached Exhibits:

A. Exhibit A, contains the survey and site plan of the Condominium Property showing easements appurtenant thereto and a graphic description of the improvements in which Suite 101, 102, 103, 104, 201, 202 and 203 are located, together with a floor plan of all



Suites and elevations of the building in which they are located. Exhibit A also contains the certificate of a Professional Land Surveyor authorized to practice in the State of Florida certifying that the construction of improvements is substantially complete in accordance with and as depicted by Exhibit A.

- B. Exhibit B is the Articles of Incorporation of the Association.
- C. Exhibit C is the By-Laws of the Association.
- D. Exhibit D is a schedule of independent exhibits numbered one (1) through six (6) which relate to property restrictions and easements.

4.2 Suite Location and Numbering. The Condominium Property shall include seven (7) Suites respectively identified as Suite 101, 102, 103, 104, 201, 202 and 203 and located as shown on Composite Exhibit A. The identifying number for each Suite is also the identifying number for the Condominium Parcel of which said Suite is a part.

4.3 Boundaries. The boundaries of each Suite shall be as follows:

(a) Perimetrical Boundaries. The perimetrical boundaries of each Suite shall be the vertical planes of the unfinished interior surface of the walls bounding the Suite extended to their intersection with each other and with the upper and lower boundaries. For purpose of this Declaration, the walls bounding the Suite include the party wall between adjoining suites.

(b) Lower Boundary. The lower boundary of each suite shall be the horizontal plane of the upper unfinished surface of the floor slab extended to its intersection with the perimetrical boundary.

(c) Upper Boundary. The upper boundary of each Suite shall be the horizontal plane of the lower unfinished surface of the second floor and/or roof extended to its intersection with the perimetrical boundary.

(d) Canopy, Stacking Lanes and Bypass. The canopy, stacking lanes and bypass shall be deemed to be included within Suite/Unit 101 and for all purposes and shall be included within Suite/Unit 101 subject to the terms of this Declaration. The canopy, stacking lanes and bypass are not common element property; provided the use and maintenance of same are as provided in this Declaration.

4.4 Alteration of Suites.

(a) Interior. Any Suite Owner may, without any prior consent of Developer, other Unit Owners or the Association, alter, relocate or remove any interior walls and



partitions which are not load bearing and which do not constitute a party wall between Suites or contain any utilities or duct work serving another Suite. Dropped ceilings may also be raised without any prior consent, provided there is no interference with any other suite (i.e., utilities or duct work serving another Suite). No wall or partition which is load bearing or which constitutes a party wall or contains utilities or duct work serving another Suite and no ceiling containing utilities or duct work serving another Suite shall be altered, relocated or removed without the prior written consent of the Developer. Boundaries between Suites may not be relocated other than as described in 2.10 above. Alteration of the perimetrical boundaries of any Suite shall be evidenced by an amendment to the Declaration of Condominium executed by the Developer (and if the Developer is not authorized to unilaterally amend the suite by all affected Suite Owners and by all holders of mortgages encumbering affected Suites) with the formality of a deed, which amendment shall include a survey and site plan showing the boundary changes certified by a licensed Florida land surveyor. Upon any relocation of boundaries, the percentage of Common Elements, Common Surplus and Common Expense appurtenant to each Suite shall be that proportion which the area of such Suite bears to the total areas of all Suites. Any Suite Owner altering, relocating or removing any wall or partition shall be fully liable and responsible for the prompt repair of any damage to the Common Elements or any other Suite which may be caused by or result from such alteration, relocation or removal.

(b) Exterior. No alteration to the exterior of a condominium parcel or the common elements shall be permitted unless the owners of all Suites located upon the Condominium Property agree to said alteration except as provided in paragraphs 2.10, 4.7, 4.8, 6.1(c), 6.1(d), 6.1(e) and 6.1(f) (hereafter "Developer Permitted Improvements") and paragraph 4.9 (hereafter "Unit 101 Permitted Improvements"). Any such alteration of the exterior shall be evidenced by an Amendment to the Declaration of Condominium as provided in paragraph 4.4(a) above, and executed by the appropriate Suite Owners and/or Developer.

**4.5 Appurtenances.** The ownership of each Suite shall include, and there shall pass with each Suite as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Suite owner in the Condominium Property, which shall include, but not be limited to:

(a) Common Elements and Liability for Common Expenses. The Common Elements comprise any portion of the Condominium Property other than individual Suites and the designated Limited Common Elements. The right to use the Common Elements in common with the other Suite Owners is granted to all Suite Owners. Each Suite Owner shall own an undivided share of the Common Elements of the Condominium and of the Common Surplus of the Condominium and shall bear a proportionate share of the Common Expenses for operation and maintenance of the Condominium. The undivided share in the Common Elements and Common Surplus appurtenant to each Suite is based on the square footage of a suite and is designated and set forth in Exhibit A-4 attached hereto. The proportionate share



of the Common Expenses for each Suite shall be identical to the undivided share of each Suite Owner in the Common Elements. The aforementioned percentages of Common Elements, Common Surplus and Common Expenses shall be appurtenant to each Suite. The percentage of Common Elements, Common Surplus and Common Expense is based upon a total of 11,732 square feet which includes the canopy area attached to Unit 101. Suite 101 is attributed with 4558 square feet, Suite 102 with 733 square feet, Suite 103 with 1340 square feet, Suite 104 with 979 square feet, suite 201 with 1443 square feet, Suite 202 with 756 square feet and Suite 203 with 1923 square feet. Although the stacking lanes and bypass are also included within Suite 101, the area comprising these facilities has not been included in the calculations depicted on Exhibit A-4. Regardless of whether Unit 101 remains as originally configured by the Declarant, or if structural components are added to Unit 101 or removed as authorized herein, the percentage of Common Element, Common Expense and Common Surplus shall not be changed but shall remain as stated on Exhibit A-4. The Developer reserves the right to change the dimensions of any undeveloped unit, provided the percentage of common ownership cannot change for a Unit Owner without the Unit Owner's consent.

(b) Association Membership. Each Suite Owner shall be a member of the Association. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote appurtenant to each Suite which vote shall be weighted based upon the percentage of ownership as reflected in Exhibit A-4. This distinction is necessary because the size of the Units vary significantly. In the event of a dispute on any matter voted on by the Membership, the vote cast by a majority based on the percentage of ownership shall prevail.

4.6 Easements: The following easements are expressly provided for and reserved, to-wit:

(a) Every Suite shall be subject to the following easements:

(1) Every portion of a Suite contributing to the support of another Suite or the Common Elements shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of the supported Suite.

(2) An easement for the location, maintenance, repair and improvement of wiring, plumbing and duct work serving a Suite is reserved through all interior partitions and through all areas within all Suites above any dropped ceiling and below or through the slab. This easement shall be for the benefit of the Association and any other Suite Owner or occupant whose wiring, plumbing or duct work passes through such easements.

(3) An Easement in favor of the Association, its employees, agents and independent contractors to install or make necessary repairs to, or replacements of utility services, plumbing, wiring or any portion of the Common Elements, and to perform all obligations and duties of the Association.



(b) All Suite Owners shall have as an appurtenance to their Suite a perpetual easement for ingress to, and egress from, their Suites over walks, parking areas, driveways and other Common Elements from and to the public streets adjoining the Condominium, and to the use and enjoyment of all Common Elements (including, but not limited to, utilities, and all parking areas as they now exist or hereafter may exist) located in or upon the Common Elements, subject to such rules and regulations as the Association may adopt from time to time. Any easements or use rights in favor of the Condominium property shall inure to the benefit of The Association and all Suite Owners.

(c) All property submitted to condominium ownership by this Declaration and any amendment thereto shall be subject to a perpetual easement for encroachments which now exist or may hereafter exist resulting from survey inconsistencies, settlement or movement of any building, or and other encroachment, and said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachment no longer exists.

(d) The property is subject to that certain St. Johns River Water Management District permit number [REDACTED] regulating the storm water management system, a copy of the first page which is attached hereto as Exhibit D 1 together with the As Built Certification.

(e) Ingress and Egress Access Easement Agreement recorded in Official Record Book 6540, page 3665, Public Records of Volusia County, Florida.

(f) Drainage Easement Agreement recorded in Official Record Book 6540, page 3474, Public Records of Volusia County, Florida.

(g) Assignment of Easements recorded in Official Record Book 6630, page 2781, Public Records of Volusia County, Florida.

(h) FPL Easement recorded in Official Record Book 6814, page 3759, Public Records of Volusia County, Florida.

(i) Utility and Access Easement recorded in Official Record Book 6684, page 802, Public Records of Volusia County, Florida.

(j) All other matters as may appear in the Public Records of Volusia County, Florida incident to the property.

**4.7 Modifications of Water/Sewer Service.** Developer will make every reasonable effort to retain the City of Ormond Beach as the water and sewer service provider. However, if Developer is required to convert water and sewer service from the City of Ormond Beach to another provider; then Developer will cause said conversion to occur at no cost or expense to a Suite Owner. Developer will pay or cause others on Developer's behalf (but not a Suite



Owner or the Association) to pay any water/sewer conversion expenses. Likewise, any refunds or payments resulting from water/sewer conversion from any source whatsoever shall be paid only to Developer and no Suite Owner or the Association shall be entitled to all or any portion of said water/sewer connection refunds or payments. Suite Owners shall be responsible to pay water/sewer service and connection fees and expenses, for monthly service and deposits regardless of the provider. Suite Owners and the Association agree to cooperate with Developer in all respects if conversion of water/sewer service is required.

**4.8 Development Plan:**

(a) There is one (1) building in the condominium which has been constructed. There are seven (7) units in the Condominium. Any additional Suites must be added by an amendment to this Declaration consistent with Florida law. No unit owner, mortgage holder or other entity may interfere with or otherwise impede Developer in the completion of all development as depicted or as described in this Declaration of Condominium. Remaining Suites may be added, deleted or modified (consistent with the Declaration) in any order and as may be determined by Developer. After additional Suites are added, the Declaration shall be amended by amending the Surveyor's Certificate, the Budget and any other provisions as may be required and authorized by Florida law. The Amendment will become effective when recorded in the Public Records. No Suite Owner shall be required to join in these amendments.

(b) Unit 101 is designed to accommodate a business requiring a "drive-thru" facility. The initial Owner will be a bank. As a result of the designated use of the covered drive-thru areas and the designated driveway area necessary to stack vehicles utilizing the drive-thru facility, Unit 101 includes the area designated on the attached Exhibit A. Unit 101 includes the covered drive-thru area and that portion of the driveway, as designated, used to access the drive-thru. The Owner of Unit 101 will be responsible for all maintenance and repair costs of the covered portions of the drive-thru facility, including the canopy and support posts, all hydraulic mechanisms or other equipment used to provide service to the vehicles, the asphalt area under the canopy, the asphalt automobile stacking lanes and the bypass lane, all as designated on Exhibit A.

**4.9 Unit 101 Permitted Improvements:** The Owner of Unit 101 may expand the structural footprint of Unit 101 to include the canopy and the stacking lanes without the consent of any other party at the sole expense of the Unit 101 Owner provided: (a) all governmental rules and regulations regarding the addition must be complied with and (b) all units combined must have a minimum of one (1) parking space per 200 square feet of unit space unless all unit owners otherwise agree. The bypass cannot be included in the structural expansion and must remain open for use by all Unit Owners for access, ingress and egress unless all Unit Owners otherwise agree. In addition to a structural addition, the Owner of Unit 101 may remove the canopy and all structural components thereof and all equipment located under the canopy at the sole cost of the Unit 101 Owner without the consent of any

other Unit Owners provided there is full compliance with all governmental rules and regulations regarding the removal. After modification of the canopy, stacking lanes and bypass lane (if modification of the bypass lane is permitted by all Unit Owners) the remaining structure shall be maintained as elsewhere provided herein. Generally, all interior portions shall be maintained by the Owner of Unit 101 and all structural/exterior roof facilities shall be maintained by the Association. The Owner of Unit 101 is responsible for repair and maintenance of the asphalt in the stacking lanes and the bypass. The Unit Owner of Unit 101 cannot block or obstruct the By Pass Lane. All traffic shall be allowed to utilize the By Pass lane without interference.

## ARTICLE V

### WAIVER OF PARTITION

5.1 Any undivided interest in the Common Elements is declared to be appurtenant to each Suite, and such undivided interest shall not be conveyed separately from the Suite, and such interest shall be deemed conveyed, devised, encumbered, or otherwise included with the Suite even though such interest is not expressly mentioned or described in the conveyance or other instrument.

5.2 Developer hereby, and each subsequent owner of any interest in a Suite and in the Common Elements, by acceptance of any instrument transferring an interest, waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this Condominium is terminated according to the provisions hereof of by law.

## ARTICLE VI

### MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvements thereof shall be as follows:

#### 6.1 Common Elements.

(a) By The Association. The maintenance, repair and operation of the Common Elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense. Easements in favor of the Condominium Property shall be deemed Common Elements and all expenses of maintenance shall be Common Expense.



(b) Improvement. Except for Developer Permitted Improvements and Unit 101 Permitted Improvements, there shall be no further improvement of the real property included in the Common Elements without prior approval in writing of all of the Suite Owners. The cost of such work, (other than Developer Permitted Improvements) shall not be assessed against any institutional mortgagee that acquires its title as a result of owning a mortgage upon a Suite, unless such mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by foreclosure proceedings or be deed in lieu of foreclosure. The share of any cost not so assessed shall be assessed to the other Suite Owners. There shall be no change in the shares and rights of Suite Owners in the Common Elements or Common Surplus after any authorized improvements, whether or not the other Suite Owners contribute to the cost of such alteration or improvements.

(c) Parking Lot and Driveway Improvements. All parking areas, driveways, sidewalks and other vehicular or pedestrian access or parking areas may be improved, modified or expanded by majority vote of the Board of Directors of the Association. Excluded from the Common Elements and Common Element Maintenance is the drive-thru facility and designated stacking area depicted on Exhibit A. The Owner of Unit 101 is responsible for all repair, maintenance and replacement costs of the covered portion of the drive-thru facility, including the canopy and support posts, all hydraulic mechanisms or other equipment used to provide service to the vehicles and the asphalt area (including the area under the canopy, the vehicle stacking lanes and the bypass lane) all located as designated on Exhibit A. The Association shall maintain the exterior portion of the canopy roof unless damage is caused by a vehicle, in which case the Owner of Unit 101 shall be responsible for all damage repair and replacement. The Association is responsible for certain costs of repair and maintenance pursuant to Easement Agreement recorded at Official Record Book 6540, page 3465, Public Records of Volusia County, Florida.

(d) Utility Service. All utility services may be expanded or supplemented by a majority vote of the Board of Directors of the Association.

(e) Signs. The Developer shall promulgate all rules and regulations regarding exterior signs, both freestanding and signage on the exterior of the suites. All signs, including colors and styles, must be approved by Developer. All rules regarding signs must comply with applicable zoning ordinances. The Association has the authority to petition the City of Ormond Beach and request a variance or such other relief as the Association may be advised for the purpose of securing additional suite identification signs or free standing signs; provided however, no additional signage shall modify or restrict the signage initially installed by the Developer without the written consent of the Suite Owner so affected. All expenses associated with any free standing signs utilized by all Units shall be paid by the Association as a common expense. All expenses associated with the suite identification signs on a suite shall be paid by the individual suite owners which expense shall be attributable exclusively to the suite owner and shall not be a common expense. The Developer will determine the size and location of the signage for each Unit and will file a Sign Allocation Designation with the



**Condominium Association.** After the Developer has completed the Sign Allocation Designation, a Unit Owner's sign cannot be modified or changed without that Unit Owner's express written consent.

(f) **Future Development.** Developer may construct Developer Permitted Improvements. Regarding Developer Permitted Improvements, Developer reserves the following rights:

(1) To adjust and/or relocate the size and dimensions of any Suite owned by Developer provided all necessary governmental permits and approvals are received.

(2) To adjust, alter, modify, relocate or supplement any road signage, directional signage, location signage, development signage or any other signage provided all necessary governmental permits and approvals are received.

(3) To adjust, alter, modify, relocate or supplement any roadways, driveways, parking areas, utilities, and any other infrastructure improvements, provided all necessary governmental permits and approvals are received.

(4) To add common element property to the Condominium Property as Developer may determine.

(5) To perform any Unit 101 Permitted Improvements as provided in Section 4.9.

(g) **Limited Common Elements** shall be assessed and paid as provided in paragraph 2.18

**6.2 Suites.**

(a) **By The Association.** The Association shall maintain, repair and replace as a Common Expense of the Association:

(1) All exterior portions of all buildings containing the Suites, including exterior doors and windows, except any special windows installed for Unit 101 which expense shall be paid by the Owner of Unit 101.

(2) All portions of a Suite, except interior surfaces, contributing to the support of the building containing the Suites, including the party wall between the Suites and all load bearing walls, columns, or structures.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained within a Suite that service part or parts of the

**Condominium other than the Suite within which such facilities are contained. This provision excludes from its coverage any air conditioning compressor facility, refrigerant gas line and appurtenant facility; and also any other facility for the furnishing of utility services, now or hereafter installed outside any Suite and intended for the purpose of furnishing utility services exclusively to such Suite.**

**(4) All incidental damage caused to a Suite by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.**

**(5) The following specific items which are appurtenant to suites and are illustrative, but not all inclusive, shall be the expense of the Association as follows:**

**Roof, exterior walls, driveways, parking areas, sidewalks, exterior parking lights, freestanding location signs; all maintenance and repair of the dumpster area and enclosure; generator; all landscaping and irrigation systems; all parking lot lighting; all parking lot maintenance and repair including resurfacing and striping; all parking and traffic signs; all railings; the Common Element electric bill; any fees assessed to the Association; the reuse water system; all water/sewer/drainage pipes in the common area; all apparatus necessary for plant and lawn irrigation; water well; the water and sewer charge for the individual suites; and the exterior roof portion of the drive thru canopy (unless damaged by a vehicle in which case the Owner of Unit 101 shall be responsible for all repairs).**

**(6) The Limited Common Elements provided only the Owners of Unit 201, Unit 202 and Unit 203 shall be assessed the cost.**

**(b) By the Suite Owner. The responsibility of the Suite owner shall include, but not be limited to:**

**(1) To maintain, repair and replace at owner's sole cost, all fixtures, mechanical, electrical and plumbing equipment, such as heating and air conditioning equipment, exterior utility facilities referred to in Section 6.2(a)(3) hereof, water heaters, appliances, utility connections, and any other item of equipment servicing only such owner's Suite. Suite Owners shall also be responsible for the maintenance, repair, and replacement of the interior surfaces of their respective Suites, including wall, floor and ceiling surfaces (including the ceiling tiles and ceiling grid) or coverings, and all other portions of such owner's Suite, except the portions thereof specifically maintained and repaired by the Association pursuant to this Declaration.**

**(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building containing the Suites.**

**(3) To promptly report to the Association any defect or need for**



repairs, the responsibility for which is that of the Association.

(4) To pay for the repair, replacement or maintenance occasioned by owner's negligence as more fully set forth in Section 15.2 hereof.

(5) To pay all fees assessed by the Association.

**6.3 Management and Maintenance.** The Association may enter into a contract with any firm, person, or corporation for the maintenance, repair and management of the Condominium Property. Such services shall be provided on a basis and in such manner as the Board of Directors of the Association deem it advisable. The cost and expense of such services incurred by the Association shall be a Common Expense of the Condominium. The initial management contract shall be between the Association and the Developer. The Developer shall have the right (at Developer's option) to renew the management contract on the same terms, annually, until Developer has sold all units.

## ARTICLE VII

### ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

**7.1** In order to provide for the efficient and effective administration of the Condominium by the Suite Owners, a non-profit corporation known as **KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC.**, shall be organized as a Florida not-for-profit corporation, and said Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws setting forth voting rights and other pertinent matters are attached hereto and expressly made a part hereof as Exhibits B and C respectively. The owner or owners of each Suite shall automatically become members of the Association upon his, their, or its acquisition of an ownership interest in the title to any Suite, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of title to such Suite, regardless of the means by which such ownership may be divested.

**7.2** No person, firm or corporation holding any liens, mortgages or other encumbrances to any Suite shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights, privileges, or duties of such membership provided, however, that nothing herein shall be construed as prohibiting the membership in the Association of an institutional mortgagee which acquires title to a Suite either by foreclosure or by voluntary conveyance from the mortgagor or its successor.



**7.3** In the administration, operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided for Common Expenses, and to adopt, promulgate and enforce such rules and regulations governing the use of the Suites and Common Elements as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

**7.4** The Association shall have the power to grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

**7.5** There is no Master Association providing any management or maintenance services.

## **ARTICLE VIII**

### **USE RESTRICTIONS**

**8.1** Rental. No Suite shall be leased or rented for a period of less than one (1) year, unless the Association adopts a By-Law permitting leases of shorter duration. Any lease shall provide that the lessee shall comply with and abide by all of the restrictions contained in this Declaration, and with the rules and regulations contained herein or hereafter established by the Association. No tenant or lessee may occupy or use any Suite unless and until an abstract of the lease is delivered to the Association. The abstract shall state the name and address of the tenant; the name, address and telephone number of the person to whom any notices from the Association should be addressed; the names of at least two (2) persons who may be contacted in the event of an emergency; and the duration of the lease and any renewal options. The abstract, which shall be executed by both owner and tenant, shall contain an acknowledgment by tenant that it has received a copy of the Declaration of Condominium, the Articles, By-Laws and Rules of the Association and will abide by all of the terms and provisions thereof. The tenant shall also waive any right of action, either directly or by way of contribution, against the Association to which the tenant might otherwise become entitled for any action or omission of or by the Association unless the same constitutes gross or willful negligence. The tenant shall specifically waive and release any claim or cause of action which it might thereafter assert against the Association, its officers, agents or employees for any damage or injury to persons or property because of leakage of water or the operation of malfunction of any utility or building, mechanical, electrical, and plumbing system serving the Condominium Property or Condominium Parcel. See paragraph 18.1.2 for additional restrictions regarding leased units.

**8.2** Use of Common Elements. The use of Common Elements by the owner or owners of all Suites and all other parties authorized to use the same, shall be at all times



subject to such reasonable rules and regulations as may be prescribed and established by the Association. See paragraph 18.1.2 for additional restrictions regarding leased units.

**8.3 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of any Suite, or of the Common Elements, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Suite shall permit or suffer anything to be done or kept in his Suite, or on the Common Elements which will obstruct or interfere with the rights of other Suite Owners or occupants or annoy them by unreasonable noises, nor shall any owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Suite, which interferes with the peaceful possession and proper use of any other Suite or the Common Elements.

**8.4 Prohibited Uses.** No suite shall be used for any of the following: (a) the storage or other disposition of flammable products; (b) any use that would increase any insurance premiums for insurance coverage paid by the Association insuring the property; (c) any form of adult entertainment; including, but not limited to a night club, (d) any sale of adult only books, magazines, videos, CD's or other adult only products; (e) tattoo parlor or body piercing business; (f) vehicle, motorcycle, vessel or engine repair services of any kind, nature or description; (g) a day labor business; (h) manufacturing or assembly of products for resale; (i) any business associated with the fabrication of products using fiberglass; (j) any unlawful purpose or in any way that would injure the reputation of the Condominium Property or would disturb or interfere with the peaceful use and occupancy by any Owner or Tenant; (k) any trade, activity or sale of material which is pornographic, obscene, lewd or lascivious; (l) adult book or video store; (m) adult entertainment facility; (n) gun shop; (o) bar; (p) amusement gallery; (q) pool room; (r) pinball or electronic game room; (s) funeral parlor; (t) bingo parlor; or (u) internet sweepstakes cafe.

**8.5 Parking and Driveways.** No trucks or other commercial vehicles, (except pick-up trucks or SUV's equal or less than one (1) ton) boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any surface parking space or driveways except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and such other services as may be necessary. All parking spaces are Common Elements and are undesignated. Parking is open to use by the employees, guests and invitees of Suite owners. Parking spaces are generally to be used on a first come, first serve basis. In the event of a dispute regarding parking spaces, the Board of Directors shall be authorized to designate parking spaces based upon the percentage of common ownership in relation to the number of parking spaces on the Condominium property. If parking spaces are designated, a suite owner is required to manage and control the parking spaces for his suite, including the use of parking spaces by his employees, guests, clients, patients and patrons. If a suite owner is utilizing parking spaces in excess of the number allocated to his suite by the Board of Directors as provided above; then the



Association shall enforce the parking space allocation and shall be authorized to have vehicles towed at the expense of the suite owner or vehicle owner. Suite owners and their Employees are encouraged to park in the most remote parking spaces located within the condominium property at all times. The asphalt area designated as a portion of Unit 101 is reserved for use by the Owner of Unit 101 only and is not available for parking. Access (including all vehicular and pedestrian ingress and egress) to the asphalt area (including the vehicle stacking lanes, canopy area and bypass) located within Unit 101 shall not be impeded. The Owner of Unit 101 is authorized to remove any vehicles or any other objects that may impede said access at the expense of the party impeding the access. Although the bypass is located within the designation of Unit 101, the bypass must remain open for use by all Unit Owners, their guests, patrons and others unless all Unit Owners otherwise agree.

8.6 Commercial Banking Office. For so long as Unit 101 is operated by either the Owner or a Tenant as a commercial banking office, no other unit within the Condominium Property shall be used for any banking office, savings and loan, credit union, mortgage broker or banker or any automated teller machine other than Unit 101. If either the Owner or a Tenant ceases to use Unit 101 as a commercial banking office for a continuous sixty (60) day period, the use restriction provided in this paragraph 8.6 shall lapse.

8.7 Advertising. No exterior of any Units and no portion of the Common Areas may be used for any advertising other than signage otherwise provided for herein or as may be approved by the Association.

## ARTICLE IX

### REGISTRY

9.1 Registry. The Association shall at all times maintain a Register setting forth the names of the owners of all of the Suites, and in the event of sale or transfer of any Suite to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Suite, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Suite. The holder of any mortgage of mortgages upon any Suite may notify the Association of the existence of any mortgage of mortgages held by such party on any Suite and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

## ARTICLE X

### INSURANCE

Insurance shall be carried upon the Condominium property as follows:

**10.1 Authority to Purchase.** All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of Suite Owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Suite Owners. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, interior suite, contents, personal property or redecorating of any Suite Owner.

**10.2 Coverage.**

(a) **Casualty.** All buildings and improvements upon the land and all personal property included in the Common Elements and Limited Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) **Public Liability.** In such amounts and such coverage as may be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Suite Owners as a group to a Suite Owner, where available.

(c) **Workers' Compensation Policy.** To meet the requirements of law.

(d) **Other.** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

**10.3 Premiums.** Premiums for insurance shall be a Common Expense and shall be paid by the Association.

**10.4 Share of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Suite owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

(a) **Common Elements.** Proceeds on account of damage to Common Elements shall be held in undivided shares for each Suite Owner of the Condominium, each owner's



share being the same as his undivided share in the Common Elements appurtenant to his Suite.

(b) Suites. Proceeds on account of damage to Suites shall be held in the following undivided shares:

(1) When the damaged building is to be restored, for the owners of damaged Suites in proportion to the cost of repairing the damage suffered by each Suite Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored, for the owners of Suites in such building and their respective mortgagees, in undivided shares being the same as the owners' shares in the Common Elements appurtenant to their respective Suites.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Suite, the share of the Suite Owner shall be held in trust for the mortgagee and the Suite Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, other than as specifically provided in Section 11.1(b) below. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except a distribution of such proceeds made to the Suite Owner and mortgagee pursuant to the provisions of Section 10.5 hereof.

**10.5 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Suite Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Suite Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

**10.6 Association as Agent.** The Association is hereby irrevocably appointed Agent for each Suite Owner and for each owner of any other interest in the Condominium Property, for the purpose of empowering the Association to negotiate and adjust all claims arising under

the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Suite Owner upon payment of a claim.

## ARTICLE XI

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

**11.1 Determination to Reconstruct or Repair.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) **Common Elements.** If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damaged Common Element is within the building in which the Suites are located (the "Condominium Building") and damages to the Condominium Building extend to one or more of the Suites in which case the provisions relative to reconstruction and repair of the Condominium improvements provided in paragraph 11.1(b) hereof shall apply.

(b) **Condominium Improvements.**

1) **Partial Destruction.** If there is a damage to the Condominium improvements such that in the judgement of a majority of the Board of Directors will not require repair and reconstruction costs in excess of 80% of total replacement cost of all Condominium improvements exclusive of excavation and foundation cost, then the improvements shall be reconstructed and repaired unless owners of all the Suites and all holders of first mortgages on the Suites agree in writing that the same shall not be repaired, in which case the provisions for termination in 11.2 below shall apply.

2) **Total Destruction.** If the Condominium Building is so seriously damaged that the cost of repair will, in the judgement of a majority of the Board of Directors, exceed 80% of total replacement cost exclusive of excavation and foundation cost, then the Condominium Building shall not be reconstructed or repaired unless all of the Suite Owners and all mortgagees holding first mortgages on the Suites shall, within 90 days after casualty, agree in writing that the same shall be reconstructed and repaired.

**11.2 Non-reconstruction to Terminate Condominium Status.** Upon a termination, all of the Suite Owners shall become tenants in common as to the real property and any remaining improvements. Each Suite Owner shall have that percentage interest equal to that Suite's appurtenant interest in the Common Elements. The lien of any mortgage or other encumbrance upon a Suite shall attach in the same order of priority to the encumbered Suite Owner's undivided interest in the property and improvements and in the insurance proceeds.

Upon termination, the Association shall distribute the proceeds of any policy or policies



of casualty insurance received on account of the damage to the Suite Owners therein and their mortgagees, as their respective interests may appear. The share of insurance proceeds to be allocated to each Suite shall be that fractional interest equal to such Suite's appurtenant interest in the Common Elements.

**11.3 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Condominium Building and improvements; or if not, then according to plans and specifications approved by all of the Suite Owners which approvals shall not be unreasonably withheld.

**11.4 Responsibility.** If the damage is only to those parts of Suites for which the responsibility of maintenance and repair is that of the Suite Owners, then the owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

**11.5 Estimate of Costs.** When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

**11.6 Assessments for Reconstruction and Repair.** If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the owners who own the damaged Suites, and against all Suite Owners in the case of damage to Common Elements, insufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to Suites shall be in proportion to the cost of reconstruction and repair of their respective Suites. Such assessments on account of damage to Common Elements shall be in proportion to the owners' shares in the Common Elements.

**11.7 Reconstruction Funds.** Reconstruction funds, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against Suite Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) **Suite Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Suite Owner, shall be paid by the Association to the Suite Owner, or if there is a mortgage endorsement as to such Suite, then to the Suite Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) **Association - Minor Damage.** If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00,

then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(c) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. 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 to all owners who have paid assessments pursuant to Section 11.6 hereof in proportion to such assessments, up to the full amount of said assessments. If funds remain after full refund of all such assessments, such funds shall be distributed ratably to each Suite Owner, with remittance to an owner of a mortgaged Suite being payable jointly to such owner and his mortgagee.

## ARTICLE XII

### ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the Condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against all Suites and the owners of all Suites. The making and collection of assessments for common Expenses shall be pursuant to the By-Laws of the Association and the following provisions:

12.1 Uniform Assessments. Common Expenses and assessments shall be allocated among the Suites in accordance with Section 4.5 hereof.

12.2 Payments. The assessment shall be paid as provided in the Association's By-Laws. Assessments not paid within fifteen (15) days after the day when the same shall become due shall be subject to a five percent (5%) late charge to cover the administrative costs incurred in handling delinquent payments and shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to late charges, then interest and then to the assessment.

12.3 Lien for Assessments. The Association shall have a lien on each Suite for any



unpaid assessments and for interest thereon which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, of a claim of lien stating the description of the Suite, the name of the record title owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Suite shall be required to pay a reasonable rental for the Suite and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgement for unpaid assessments without waiving the lien securing the same. Where the holder of an institutional mortgage obtains title to the Suite as a result of the foreclosure of such mortgage, or a conveyance in lieu of foreclosure of such mortgage, such mortgage holder, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Suite or chargeable to the former owner of such Suite which became due prior to acquisition of title in the manner above provided. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Suite Owners including such mortgage holder, its successors and assigns. The prior owner or owners of the Suite shall remain personally liable for such unpaid assessments.

12.4 Master Association. There is no Master Association.

### ARTICLE XIII

#### TERMINATION

13.1 Except as provided in Article XI, this Declaration and plan of condominium ownership may only be terminated by the unanimous consent of all of the Suite Owners in the Condominium, and all of the parties holding mortgages, liens or encumbrances against said Suites, in which event, the termination of the Condominium shall be in accordance with such plan as may then be adopted by said owners and parties holding any mortgages, liens and encumbrances. Such election to terminate this Declaration of Condominium and the plan of Condominium ownership established herein shall be executed in writing by all of the afore named parties, and such instrument shall be recorded in the Public Records of Volusia County, Florida.



## ARTICLE XIV

### AMENDMENT OF DECLARATION OF CONDOMINIUM

Subject to the provisions hereinafter set forth, this Declaration of Condominium, Articles of Incorporation and By Laws may be amended in the following manner:

**14.1 Articles of Incorporation and By-Laws.** Said documents may be amended in accordance with the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of Section 14.2 hereof, provided however that, in the event that an amendment of the Articles of Incorporation or By-Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended) , then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

#### **14.2 Declaration.**

(a) **Amendment Required by Developer or Institutional Lenders.** Developer reserves the right to amend this Declaration or any exhibit thereto (a) as Developer may deem appropriate or (b) to meet the requirements of any institutional lender which has committed to the making of a mortgage loan on the Condominium or any Suite therein. Such amendment shall not require the approval, consent or joinder of the Association, any Suite Owner, mortgage holder or other person or entity, unless such amendment shall alter the percentage of Common Elements and Common Surplus appurtenant to any Suite not owned by Developer or the share of Common Expense to be borne by any Suite not owned by Developer, or the square footage of any unit not owned by Developer in which case written consent shall be required from all owners and mortgagees of any Suites whose percentages, shares or square footage would be altered.

(b) **All Other Amendments.** An amendment or amendments to this Declaration of Condominium other than as set forth above may be made by recording such amendment duly executed with the formality of a deed by all Suite Owners and the record holders of all mortgages on all Suites, or such amendment may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by any two (2) or more Suite Owners whether at a member's meeting or by instrument in writing signed by such Suite Owner. Such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice



shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of seventy five percent (75%) of the record owners of the Suites in order for such amendments of this Declaration of Condominium shall be transcribed and certified by the Secretary or Assistant Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Volusia County, Florida, forthwith. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of recorded by the officers of the Association shall be delivered to all of the owners of all Suites, but delivery of a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized is such member is not in attendance at such meeting or represented thereat by proxy.

(c) In the alternative, an amendment may be made to this Declaration by written agreement executed and acknowledged by the record owner of each Suite in the manner required for execution of a deed, and recorded in the Public Records of Volusia County, Florida.

**PROVIDED HOWEVER, THAT:**

(a) The percentage of ownership of Common Elements appurtenant to any Suite, or in any Suite's share of the common Expenses and Surplus shall not be altered, amended or modified without the written consent of the owners and mortgagees of all Suites in the Condominium whose percentages would be altered.

(b) No alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Article X (Insurance) or Article XII (Assessments) or this Article without the consent of all mortgagees.

## ARTICLE XV

### REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Suite shall be governed by and shall comply with the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and such Rules and Regulations as may be adopted from time to time. A default by the owner or owners of any Suite shall entitle the Association or the owner or owners of any other Suite to the following relief:

**15.1 Grounds for Relief.** Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien of any combination thereof, or any other action at law of equity and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a Suite.

**15.2 Negligence.** The owner or owners of each Suite shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of his invites, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Suite or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

**15.3 Attorney's Fees.** In a proceeding arising because of an alleged default hereunder by any Suite Owner or the Association, the prevailing party shall be entitled to recover the costs of the proceedings, and such party's reasonable attorney's fees as may be determined by the Court.

**15.4 No Waiver.** The failure of the Developer, or of the Association, or of any Suite Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of the Developer, the Association or the owner to enforce such right, provision, covenant or condition in the future.

**15.5 Cumulative Remedies.** All rights, remedies and privileges granted to the Association or the owner or owners of a Suite pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, not shall, it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.



## **ARTICLE XVI**

### **RIGHTS OF DEVELOPER ASSIGNABLE; PAYMENT OF ASSESSMENTS**

**16.1 All rights in favor of the Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable, in whole, or in part by the Developer and may be exercised by the nominee of the Developer and/or exercised by any person designated by the Developer to succeed to such right or rights and by any person or entity becoming a successor to the Developer by operation of law.**

**16.2 Developer is not responsible for the payment of Association fees, dues or other expenses of any kind or nature until the following has occurred:**

- (a) The unit is complete in all material respects;**
- (b) A Certificate of Occupancy for the Unit has been issued by the City of Ormond Beach;**
- (c) The unit is either transferred by deed or leased by written Lease Agreement to a third party. Developer may choose to guarantee the Budget for a period of time as may be determined by Developer, at Developer's sole option. Developer has no responsibility to pay reserve account items unless Developer agrees to do so, at Developer's sole option.**

## **ARTICLE XVII**

### **USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS**

**17.1 All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and all documents appurtenant hereto and incorporated herein and the mere acquisition or rental of any Suite, or the mere act of occupancy of any Suite shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.**

## ARTICLE XVIII

## LEASE, CONVEYANCE, DISPOSITION

The purpose and object of this paragraph is to maintain a businesslike, tranquil, nontransient, and professional atmosphere with the Suite Owner conducting its business in compatible coexistence with other financially responsible persons or entities. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large financial investment of each Suite Owner. Therefore, the lease, conveyance, disposal, and financing of the Suites by Owners shall be subject to the following provisions:

**18.1 Association Approval Required.** Except for Developer sales, no Suite Owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Public Records of Volusia County, Florida with the deed or other instrument conveying title to the unit.

**18.1.1 Devise of Inheritance.** If any Suite Owner shall acquire title by devise or inheritance, said transfer of ownership shall be exempt from the provisions of paragraphs 17.1 above. The continuance of ownership shall not be subject to the approval of the Association. Such Suite Owner shall give the Association notice of the title acquisition together with such additional information concerning the Suite Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may require said information.

**18.1.2 Leases.** Lease approvals shall not be recorded. Only entire units may be leased. No suite may be leased or subleased to more than one (1) tenant. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and [REDACTED], and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge against the Suite Owner leasing the Suite. Each Suite Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in Owner's name and



at Owner's expense including injunction, damages, termination, and [REDACTED]. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Suite Owner at or before the commencement of the lease term. The minimum leasing period is two (2) years.

**18.2 Approval Procedure.** The approval of the Association shall be obtained as follows:

**18.2.1 Written Notice.** Not later than fifteen (15) days before the transfer of ownership occurs, or the first day of occupancy under a lease, written notice shall be given the Association by the Owner of intention to sell or transfer interest in any fashion. The 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 and may impose a transfer fee not to exceed One Hundred Dollars (\$100.00), or as permitted by law from time to time.

**18.2.2 Association's Options.** The Association must, within ten (10) days after the receipt of all the information required above, in the following order and priority, either (a) disapprove the transfer whether or not for cause, AND furnish an alternate purchaser approved by the Association with existing owners having a preference over non-owners or; (b) the Association may elect to purchase, on the same terms set forth in the proposal given the Association; (c) or the owner may withdraw the proposed sale; or (d) the Association may approve the transaction. If disapproved, the Association may not act arbitrarily or unlawfully or in a manner that is discriminatory. Approval may be withheld only for reasons rationally related to the protection, preservation, and proper operation of the Condominium. A unit owner shall have the right to require the Association to disapprove a proposed sale if the owner desires to exercise the rights enumerated in subparagraph (a) above. If more than one (1) unit owner desires to exercise the right to purchase, the unit owner closest to the unit for sale shall be given priority.

**18.2.3 Closing Date.** The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

**18.2.4 Notice of Disapproval.** If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 17.2.2), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

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18.3 Judicial Sales. Judicial sales are exempt from this section.

18.4 Unapproved Transactions. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

## ARTICLE XIX

### SEVERABILITY

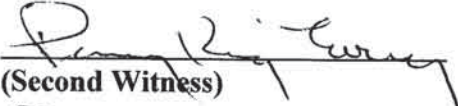
In the event that any of the terms, provisions of covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

IN WITNESS WHEREOF, ARIAN DEVELOPMENT, LLC, a Florida Limited Liability Company, has caused these presents to be executed this 14 day of August, 2013.

Signed, sealed and delivered in our presence:

  
\_\_\_\_\_  
(First Witness)

Jeffrey C. Sweet  
\_\_\_\_\_  
(Printed/typed name)

  
\_\_\_\_\_  
(Second Witness)

Penny King Every  
\_\_\_\_\_  
(Printed/typed name)

ARIAN DEVELOPMENT, LLC,  
a Florida Limited Liability Company

By:   
\_\_\_\_\_  
Aram Khazraee, Manager



Instrument# 2013-161132 # 33


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Page : 908

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of August, 2013, by Aram Khazraee as Manager of Arian Development, LLC, a Florida limited liability company who is ☒ personally known to me or ☐ has produced a driver's license as identification and who ☐ did ☐ did not take an oath.

  
NOTARY PUBLIC

My Commission Expires:

SEAL:



Instrument# 2013-161132 # 34  
Book : 6897  
Page : 909

### JOINDER AND CONSENT OF MORTGAGEE

REUNION BANK, a banking corporation ("Mortgagee"), the owner and holder of that certain Mortgage Deed and Security Agreement dated November 15, 2012, recorded in Official Records Book 6783, Page 971, Public Records of Volusia County, Florida, and Assignment of Rents, Leases and Profits recorded in Official Records Book 6783, Page 986, Public Records of Volusia County, Florida, and encumber the land and improvements being submitted to condominium ownership in the foregoing Declaration of Condominium of KINGS CROSSING CENTRE, a Condominium, hereby consents to and joins in said Declaration of Condominium pursuant to Section 718.104(3) of the Florida Statutes. Mortgagee hereby reserves all of its rights and remedies as granted under said Mortgage Deed and Security Agreement and Assignment of Rents, Leases and Profits, as modified, encumbering lands and improvements submitted to condominium ownership in said Declaration of Condominium.

IN WITNESS WHEREOF, Reunion Bank has caused there presents to be signed in its corporate name and its corporate seal to be affixed this 14 day of August, 2013.

By: [Signature]  
Mark Chastain  
President / Volusia County  
"CORPORATE SEAL"

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of August, 2013, by Mark Chastain as President / Volusia County of Reunion Bank who is personally known to me.

[Signature]  
Notary Public  
My Commission Expires:





Instrument# 2013-161132 # 35

Book : 6897

Page : 910

EXHIBIT A-1

SURVEY, PLAT AND SITE PLAN

Instrument# 2013-161132 # 36  
Book: 6897  
Page: 911

Instrument# 2012-208154 # 4  
Book: 6783  
Page: 989  
Diane M. Matousek  
Volusia County, Clerk of Court

## EXHIBIT "A"

A portion of Lot D, Grant Lot 8 1/2 and a portion of Old Tomoka Road, and a portion of Lot E, Grant Lot 8 1/2 lying Northerly of the Northerly right-of-way of Granada Boulevard (a 100 foot right-of-way) and lying Easterly of Old Kings Road (a 50 foot right-of-way) and Westerly of Orchard Lane (a 20 foot right-of-way) being in a subdivision of Lots 1-14, Henry Yonge Grant, as per Map or Plat recorded in Map Book 2, Page 118, Public Records of Volusia County, Florida, more particularly described as follows:

Commence at the Northeast corner of aforementioned Lot D; thence S  $65^{\circ}45'17''$  W, a distance of 3295.40 feet to the Point of Beginning; thence S  $24^{\circ}13'17''$  E, a distance of 144.10 feet; thence S  $65^{\circ}46'43''$  W, a distance of 43.37 feet; thence S  $05^{\circ}04'12''$  W, a distance of 78.30 feet; thence S  $35^{\circ}04'12''$  W, a distance of 6.22 feet to a point on the Northerly right of way line of said Granada Boulevard (State Road 40) and the point of curvature of a curve, concave to the left, having a radius of 2914.93 feet and central angle of  $1^{\circ}34'49''$ ; thence along the arc of said curve, a distance of 80.40 feet, said curve being subtended by a chord bearing and distance of S  $87^{\circ}05'45''$  W, 80.40 feet; thence South  $86^{\circ}17'49''$  West, a distance of 151.71 feet to a point on the Easterly right of way line of said Old Kings Road; thence N  $23^{\circ}45'55''$  W, along the Easterly right of way line a distance of 133.04 feet to a point on the North line of said Lot D; thence N  $65^{\circ}45'17''$  E, along the North line of Lot D, a distance of 302.95 feet to the Point of Beginning.



# KING'S CROSSING, A CONDOMINIUM

## LEGAL DESCRIPTION AS FURNISHED:

A PORTION OF LOT D, GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E, GRANT LOT 8 V2 LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT-OF-WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT-OF-WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT-OF-WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT RECORDED IN MAP BOOK 2, PAGE 118, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE S 65°45'17" W, A DISTANCE OF 3295.40 FEET TO THE POINT OF BEGINNING; THENCE S 24°13'17" E, A DISTANCE OF 144.10 FEET; THENCE S 65°46'43" W, A DISTANCE OF 43.37 FEET; THENCE S 05°04'12" W, A DISTANCE OF 78.30 FEET; THENCE S 35°04'12" W, A DISTANCE OF 6.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 1°34'49"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 87°05'45" W, 80.40 FEET; THENCE SOUTH 86°17'49" WEST, A DISTANCE OF 151.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID OLD KINGS ROAD; THENCE N 23°45'55" W, ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 133.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT D; THENCE N 65°45'17" E, ALONG THE NORTH LINE OF LOT D, A DISTANCE OF 302.95 FEET TO THE POINT OF BEGINNING.

## GENERAL NOTES:

1. DATE OF FIELD SURVEY: 03-28-13. LOCATION OF IMPROVEMENTS, PAVING, BUILDING.
2. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS SURVEY IS BASED ON EXISTING FIELD MONUMENTATION.
4. NO UNDERGROUND FOUNDATIONS WERE LOCATED.
5. NO UNDERGROUND UTILITIES WERE LOCATED EXCEPT AS SHOWN.
6. BEARINGS REFERENCED TO THE NORTH R/W LINE OF GRANADA BLVD., BEING S86°17'49"W.
7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
8. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT. THERE MAYBE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN THAT COULD AFFECT THIS PROPERTY THAT MAYBE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. LEGAL DESCRIPTION FURNISHED BY CLIENT.
10. FLOOD ZONE "X", COMMUNITY #125136, PANEL #12127C0214H, 02/19/03.
11. ELEVATIONS REFERENCED TO N.G.V.D. 1929, PER AS-BUILTS.

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1, 2, 3, 4 AND 5 OF 5, WHICH COMPRISE "KING'S CROSSING, A CONDOMINIUM", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN, WHICH INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 5J17, PURSUANT TO CHAPTER 718.104(E) FLORIDA STATUTES AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

03-28-13  
GREGG S. CULLUM  
PROFESSIONAL SURVEYOR AND MAPPER #5095  
LICENSED BUSINESS #7129  
5889 S. WILLIAMSON BLVD. #205  
PORT ORANGE, FLORIDA 32128

LEGAL DESCRIPTION,  
SURVEYOR'S GENERAL  
NOTES, AND SURVEYOR'S  
CERTIFICATION.

## CONDOMINIUM DOCUMENTS

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095

DATE:

03/28/13

LEGEND / ABBREVIATIONS  
R/W RIGHT OF WAY  
ASPH. ASPHALT  
PLAT PLAT DATA  
F.M. FIELD MEASURED  
FND. FOUND  
I.P. IRON PIPE  
I.R. IRON ROD  
CONC. CONCRETE  
TYP. TYPICAL  
S/W SIDEWALK  
F.F.E. FINISHED FLOOR ELEVATION  
NR NON-RADIAL  
N.D. NAIL & DISC  
OHE AERIAL UTILITIES

CULLUM LAND SURVEYING INC.

GREGG S. CULLUM  
PROFESSIONAL SURVEYOR & MAPPER #5095  
LICENSED BUSINESS #7129  
5889 S. WILLIAMSON BLVD.  
SUITE 205  
PORT ORANGE, FLORIDA 32128  
386-761-7666  
(FAX) 386-761-7909

CLS

PREPARED FOR:  
KING'S CROSSING, A CONDOMINIUM

NOT VALID UNLESS SIGNED BY A PROFESSIONAL  
SURVEYOR AND MAPPER AND SEALED WITH AN  
EMBOSSED SEAL

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 1 OF 5



Instrument# 2013-161132 # 38

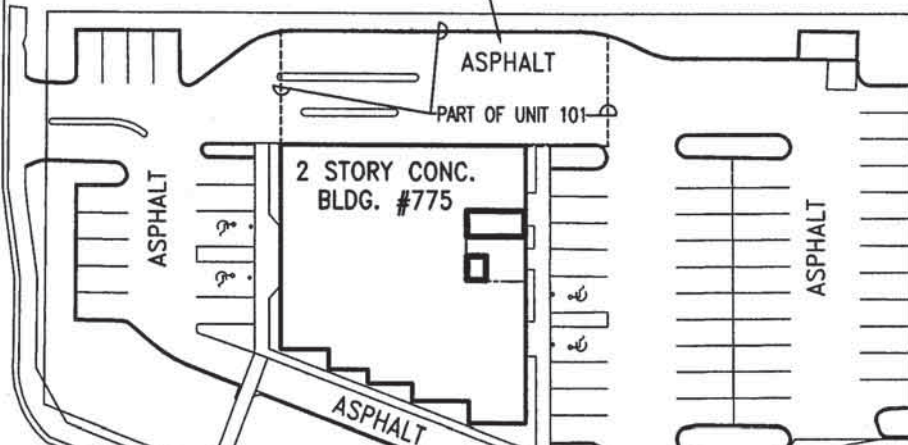
Book : 6897

Page : 913

## KING'S CROSSING, A CONDOMINIUM

LEGEND / ABBREVIATIONS  
 R/W RIGHT OF WAY  
 ASPH. ASPHALT  
 PLAT PLAT DATA  
 F.M. FIELD MEASURED  
 FND. FOUND  
 I.P. IRON PIPE  
 I.R. IRON ROD  
 CONC. CONCRETE  
 TYP. TYPICAL  
 S/W SIDEWALK  
 F.F.E. FINISHED FLOOR ELEVATION  
 NR NON-RADIAL  
 N.D. NAIL & DISC  
 OHE AERIAL UTILITIES

NOTE: UNIT 101 INCLUDES THE CANOPY, STACKING LANES & BYPASS  
 CANOPY, STACKING LANES & BYPASS



GRANADA BLVD. / STATE ROAD 40

PLOT PLAN &  
 GRAPHIC DEPICTION OF EXISTING  
 IMPROVEMENTS

CULLUM LAND SURVEYING INC.

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 SURVEYOR AND MAPPER AND SEALED WITH AN  
 EMBOSSED SEAL

## CONDOMINIUM DOCUMENTS

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GREGG S. CULLUM P.S.M. #5095

DATE:

03/28/13

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

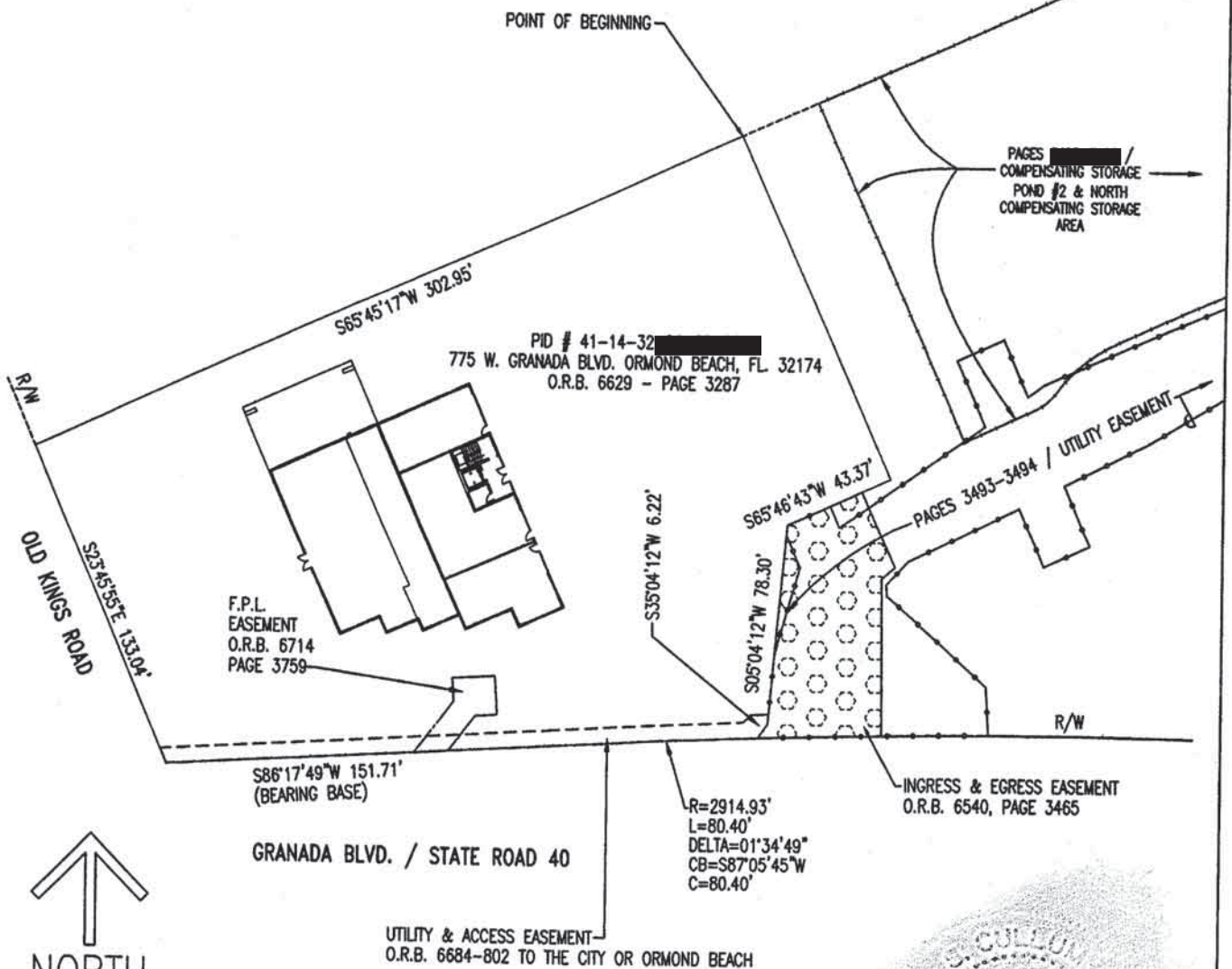
SHEET 2 OF 5



## KING'S CROSSING, A CONDOMINIUM

EASEMENTS PER OFFICIAL RECORDS BOOK 6540, PAGES 3474-3497  
 PAGES 3491-3492 / POND EASEMENT #3 / NOT SHOWN. DOES NOT ABUT SUBJECT PROPERTY.  
 PAGES 3493-3494 / UTILITY EASEMENT / PORTION ABUTTING SUBJECT PROPERTY SHOWING.  
 PAGES [REDACTED] / COMPENSATING STORAGE POND #2 & NORTH COMPENSATING STORAGE AREA / DOES NOT  
 ABUT PROPERTY. SHOWN FOR INFORMATIONAL PURPOSES ONLY.  
 PAGE 3497 / POND #1 EASEMENT / NOT SHOWN. DOES NOT ABUT SUBJECT PROPERTY.

POINT OF COMMENCEMENT  
 NORTHEAST CORNER OF  
 LOT D, GRANT LOT 8 1/2,  
 HENRY YONGE GRANT,  
 MAP BOOK 2, PAGE 118



## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER

CONDOMINIUM DOCUMENTS

JOB #: 2012-328  
03-28-13

DEEDED BOUNDARY LINES &amp; EASEMENTS

Instrument# 2013-161132 # 40

Book : 6897

Page : 915

EXHIBIT A-2

FLOOR PLAN AND ELEVATIONS



Instrument# 2013-161132 # 41

Book: 6897

Page: 916

## KING'S CROSSING, A CONDOMINIUM

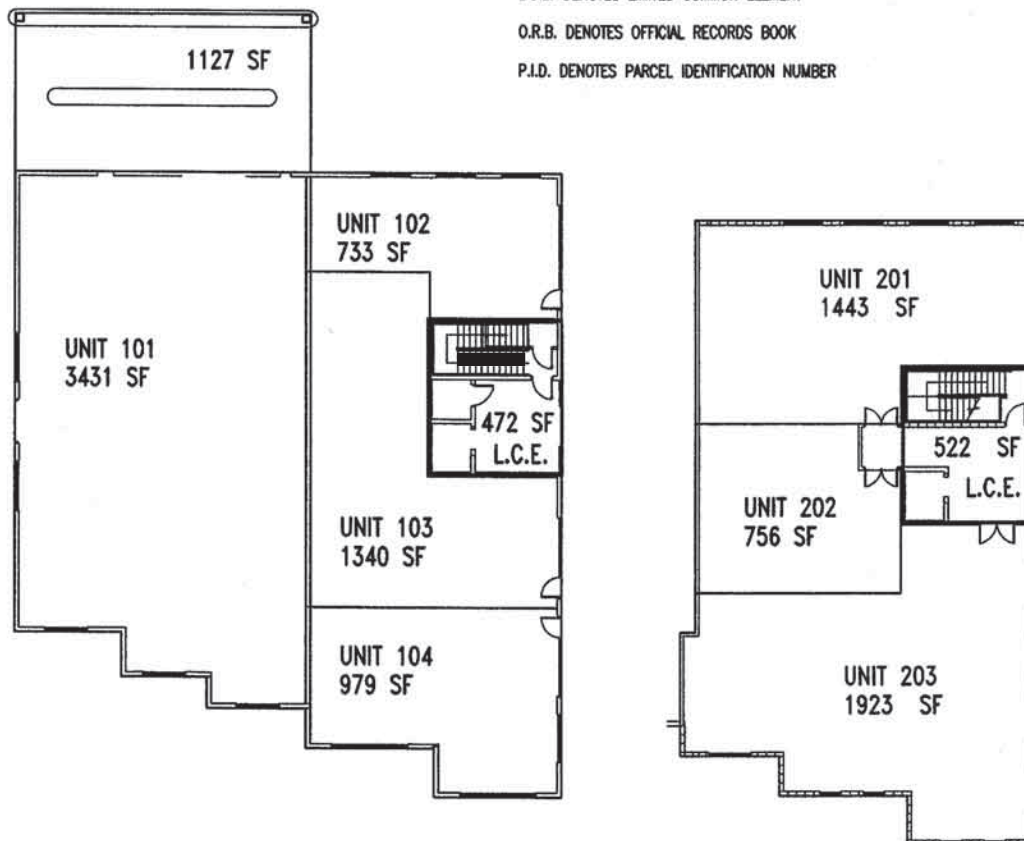
BUILDING FOOTPRINTS, ELEVATIONS AND UNIT AREAS  
SUPPLIED BY ARCHITECT AND SHOWN ON THESE  
CONDOMINIUM DOCUMENTS FOR INFORMATIONAL PURPOSES.

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER



NOTE: UNIT 101 INCLUDES THE CANOPY, STACKING LANES &amp; BYPASS

## UNIT NUMBERS &amp; AREA

LEGEND / ABBREVIATIONS  
R/W RIGHT OF WAY  
ASPH. ASPHALT  
PLAT PLAT DATA  
F.M. FIELD MEASURED  
FND. FOUND  
I.P. IRON PIPE  
I.R. IRON ROD  
CONC. CONCRETE  
TYP. TYPICAL  
S/W SIDEWALK  
F.F.E. FINISHED FLOOR ELEVATION  
NR NON-RADIAL  
N.D. NAIL & DISC  
OHE AERIAL UTILITIES

## CULLUM LAND SURVEYING INC.

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PROFESSIONAL SURVEYOR & MAPPER #5095  
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PORT ORANGE, FLORIDA 32128  
386-761-7666  
(FAX) 386-761-7909

CLS

PREPARED FOR:  
KING'S CROSSING, A CONDOMINIUMNOT VALID UNLESS SIGNED BY A PROFESSIONAL  
SURVEYOR AND MAPPER AND SEALED WITH AN  
EMBOSSED SEAL

## CONDOMINIUM DOCUMENTS

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095

DATE:

03/28/13

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 5 OF 5

Instrument# 2013-161132 # 42

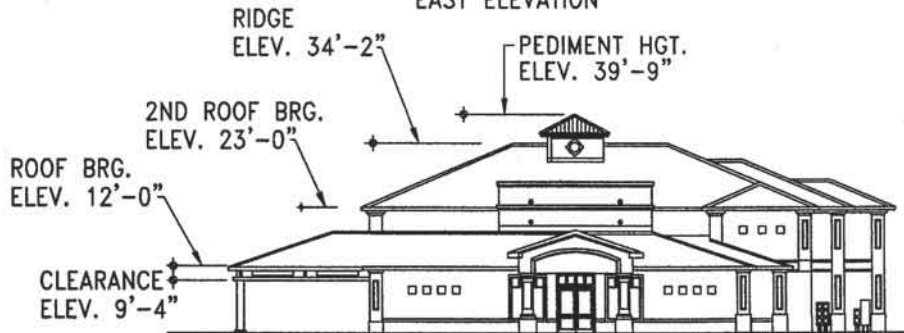
Book: 6897

Page: 917

## KING'S CROSSING, A CONDOMINIUM



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

UNIT BOUNDARIES  
ELEVATIONS

BUILDING FOOTPRINTS, ELEVATIONS AND UNIT AREAS  
SUPPLIED BY ARCHITECT AND SHOWN ON THESE  
CONDOMINIUM DOCUMENTS FOR INFORMATIONAL PURPOSES.

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER

## LEGEND / ABBREVIATIONS

R/W	RIGHT OF WAY
ASPH.	ASPHALT
PLAT	PLAT DATA
F.M.	FIELD MEASURED
FND.	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
CONC.	CONCRETE
TYP.	TYPICAL
S/W	SIDEWALK
F.F.E.	FINISHED FLOOR ELEVATION
NR	NON-RADIAL
N.D.	NAIL & DISC
OHE	AERIAL UTILITIES

## CULLUM LAND SURVEYING INC.

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## CONDOMINIUM DOCUMENTS

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I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND  
CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS  
SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON.  
I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL  
STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17,  
ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS,  
PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE  
QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095

03/28/13

DATE:

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 3 OF 5



Instrument# [REDACTED] # 43  
Book : 6897  
Page : 918

EXHIBIT A-3  
AS BUILT SURVEY

# KING'S CROSSING, A CONDOMINIUM

## LEGAL DESCRIPTION AS FURNISHED:

A PORTION OF LOT D, GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E, GRANT LOT 8 V2 LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT-OF-WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT-OF-WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT-OF-WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT RECORDED IN MAP BOOK 2, PAGE 118, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE S 65°45'17" W, A DISTANCE OF 3295.40 FEET TO THE POINT OF BEGINNING; THENCE S 24°13'17" E, A DISTANCE OF 144.10 FEET; THENCE S 65°46'43" W, A DISTANCE OF 43.37 FEET; THENCE S 05°04'12" W, A DISTANCE OF 78.30 FEET; THENCE S 35°04'12" W, A DISTANCE OF 6.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 1°34'49"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 87°05'45" W, 80.40 FEET; THENCE SOUTH 86°17'49" WEST, A DISTANCE OF 151.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID OLD KINGS ROAD; THENCE N 23°45'55" W, ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 133.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT D; THENCE N 65°45'17" E, ALONG THE NORTH LINE OF LOT D, A DISTANCE OF 302.95 FEET TO THE POINT OF BEGINNING.

## GENERAL NOTES:

1. DATE OF FIELD SURVEY: 03-28-13. LOCATION OF IMPROVEMENTS, PAVING, BUILDING.
2. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS SURVEY IS BASED ON EXISTING FIELD MONUMENTATION.
4. NO UNDERGROUND FOUNDATIONS WERE LOCATED.
5. NO UNDERGROUND UTILITIES WERE LOCATED EXCEPT AS SHOWN.
6. BEARINGS REFERENCED TO THE NORTH R/W LINE OF GRANADA BLVD., BEING S86°17'49"W.
7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
8. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT. THERE MAYBE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN THAT COULD AFFECT THIS PROPERTY THAT MAYBE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. LEGAL DESCRIPTION FURNISHED BY CLIENT.
10. FLOOD ZONE "X", COMMUNITY #125136, PANEL #12127C0214H, 02/19/03.
11. ELEVATIONS REFERENCED TO N.G.V.D. 1929, PER AS-BUILTS.

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1, 2, 3, 4 AND 5 OF 5, WHICH COMPRISE "KING'S CROSSING, A CONDOMINIUM", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN, WHICH INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 5J17, PURSUANT TO CHAPTER 718.104(E) FLORIDA STATUTES AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

03-28-13  
GREGG S. CULLUM  
PROFESSIONAL SURVEYOR AND MAPPER #5095  
LICENSED BUSINESS #7129  
5889 S. WILLIAMSON BLVD. #205  
PORT ORANGE, FLORIDA 32128

LEGAL DESCRIPTION,  
SURVEYOR'S GENERAL  
NOTES, AND SURVEYOR'S  
CERTIFICATION.

## CONDOMINIUM DOCUMENTS

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095

DATE:

03/28/13

LEGEND / ABBREVIATIONS  
R/W RIGHT OF WAY  
ASPH. ASPHALT  
PLAT PLAT DATA  
F.M. FIELD MEASURED  
FND. FOUND  
I.P. IRON PIPE  
I.R. IRON ROD  
CONC. CONCRETE  
TYP. TYPICAL  
S/W SIDEWALK  
F.F.E. FINISHED FLOOR ELEVATION  
NR NON-RADIAL  
N.D. NAIL & DISC  
OHE AERIAL UTILITIES

CULLUM LAND SURVEYING INC.

GREGG S. CULLUM  
PROFESSIONAL SURVEYOR & MAPPER #5095  
LICENSED BUSINESS #7129  
5889 S. WILLIAMSON BLVD.  
SUITE 205  
PORT ORANGE, FLORIDA 32128  
386-761-7666  
(FAX) 386-761-7909

CLS

PREPARED FOR:  
KING'S CROSSING, A CONDOMINIUM

NOT VALID UNLESS SIGNED BY A PROFESSIONAL  
SURVEYOR AND MAPPER AND SEALED WITH AN  
EMBOSSED SEAL

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 1 OF 5



Instrument# 2013-161132 # 45

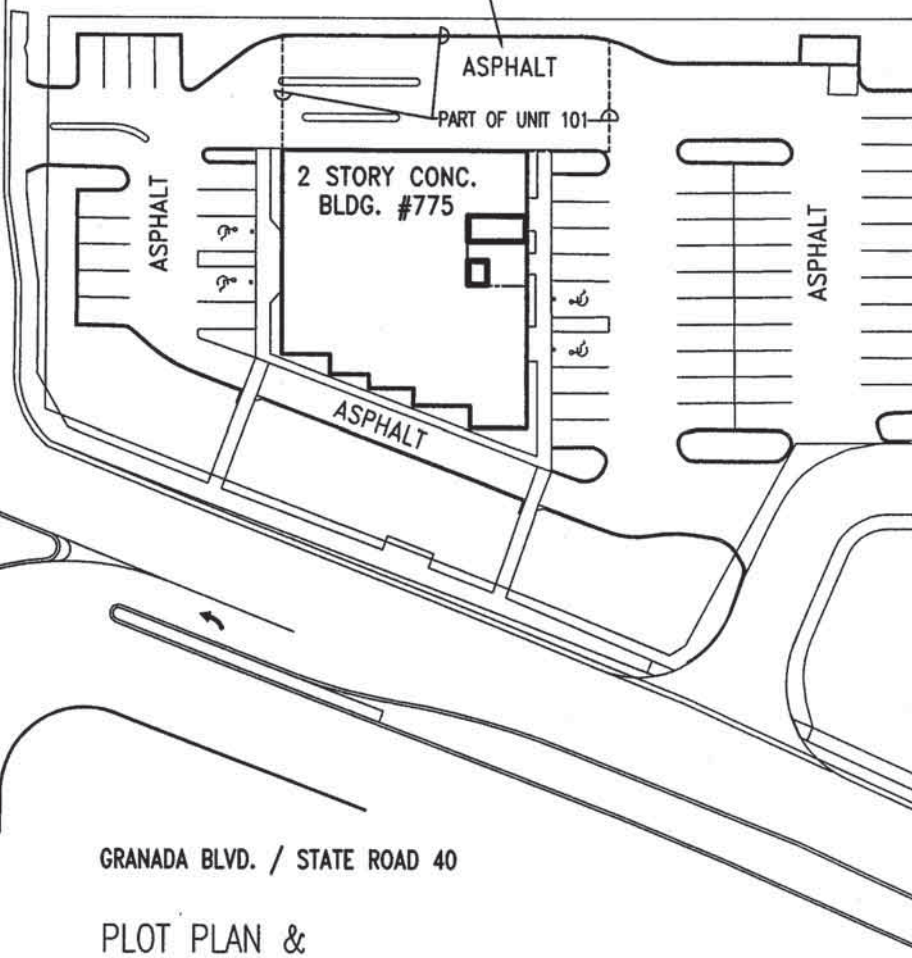
Book: 6897

Page: 920

## KING'S CROSSING, A CONDOMINIUM

LEGEND / ABBREVIATIONS  
 R/W RIGHT OF WAY  
 ASPH. ASPHALT  
 PLAT PLAT DATA  
 F.M. FIELD MEASURED  
 FND. FOUND  
 I.P. IRON PIPE  
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 S/W SIDEWALK  
 F.F.E. FINISHED FLOOR ELEVATION  
 NR NON-RADIAL  
 N.D. NAIL & DISC  
 OHE AERIAL UTILITIES

NOTE: UNIT 101 INCLUDES THE CANOPY, STACKING LANES & BYPASS  
 CANOPY, STACKING LANES & BYPASS



PLOT PLAN &  
 GRAPHIC DEPICTION OF EXISTING  
 IMPROVEMENTS

CULLUM LAND SURVEYING INC.

GREGG S. CULLUM  
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GREGG S. CULLUM P.S.M. #5095

03/28/13

DATE:

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 2 OF 5

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

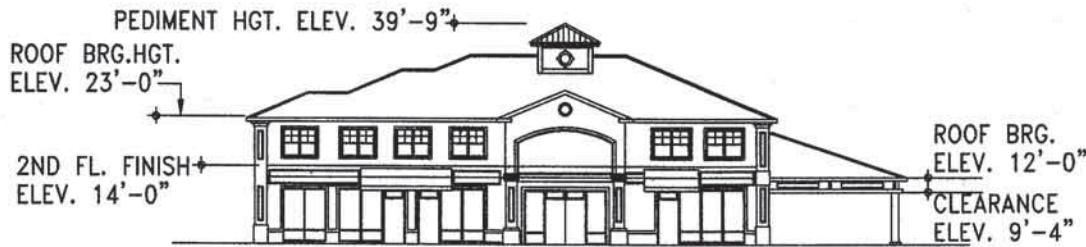
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Instrument# 2013-161132 # 46

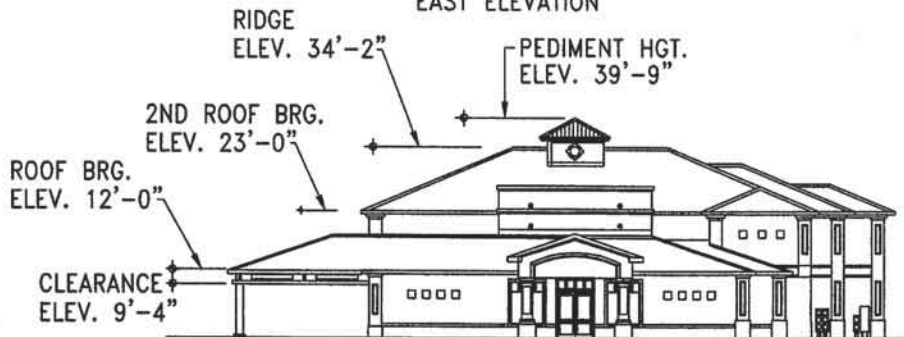
Book: 6897

Page: 921

## KING'S CROSSING, A CONDOMINIUM



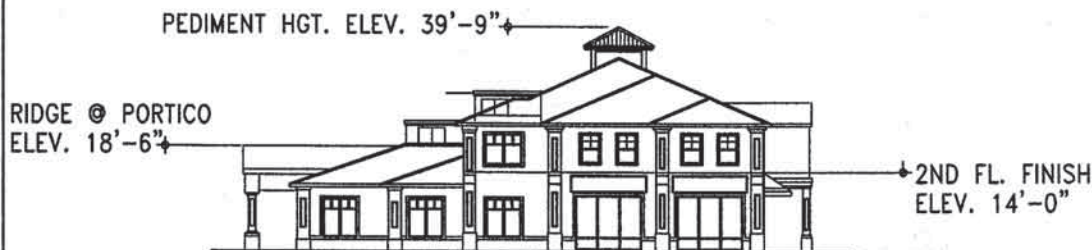
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

UNIT BOUNDARIES  
ELEVATIONS

BUILDING FOOTPRINTS, ELEVATIONS AND UNIT AREAS  
SUPPLIED BY ARCHITECT AND SHOWN ON THESE  
CONDOMINIUM DOCUMENTS FOR INFORMATIONAL PURPOSES.

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER

LEGEND / ABBREVIATIONS  
R/W RIGHT OF WAY  
ASPH. ASPHALT  
PLAT PLAT DATA  
F.M. FIELD MEASURED  
FND. FOUND  
I.P. IRON PIPE  
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S/W SIDEWALK  
F.F.E. FINISHED FLOOR ELEVATION  
NR NON-RADIAL  
N.D. NAIL & DISC  
OHE AERIAL UTILITIES

## CULLUM LAND SURVEYING INC.

GREGG S. CULLUM  
PROFESSIONAL SURVEYOR & MAPPER #5095  
LICENSED BUSINESS #7129  
5889 S. WILLIAMSON BLVD.  
SUITE 205  
PORT ORANGE, FLORIDA 32128  
386-761-7666  
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CLS

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KING'S CROSSING, A CONDOMINIUM

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GREGG S. CULLUM P.S.M. 10055

03/28/13

DATE:

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 3 OF 5



## KING'S CROSSING, A CONDOMINIUM

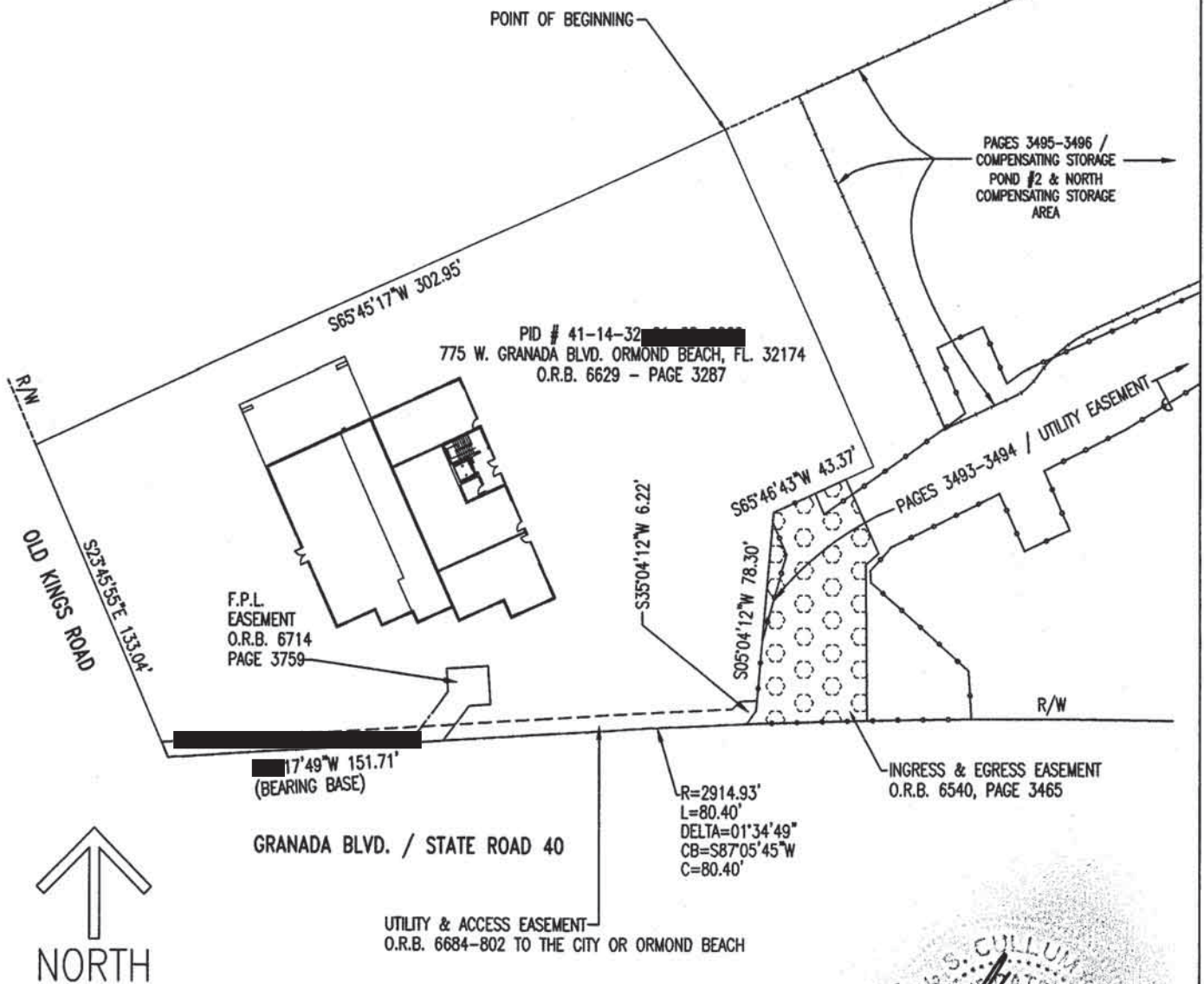
EASEMENTS PER OFFICIAL RECORDS BOOK 6540, PAGES 3474-3497

PAGES 3491-3492 / POND EASEMENT #3 / NOT SHOWN. DOES NOT ABUT SUBJECT PROPERTY.

PAGES 3493-3494 / UTILITY EASEMENT / PORTION ABUTTING SUBJECT PROPERTY SHOWING.

PAGES 3495-3496 / COMPENSATING STORAGE POND #2 &amp; NORTH COMPENSATING STORAGE AREA / DOES NOT ABUT PROPERTY. SHOWN FOR INFORMATIONAL PURPOSES ONLY.

PAGE 3497 / POND #1 EASEMENT / NOT SHOWN. DOES NOT ABUT SUBJECT PROPERTY.

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF  
LOT D, GRANT LOT 8 1/2,  
HENRY YONGE GRANT,  
MAP BOOK 2, PAGE 118

CONDOMINIUM DOCUMENTS

JOB #: 2012-328

03-28-13

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER

DEEDED BOUNDARY LINES &amp; EASEMENTS

Instrument# 2013-161132 # 48

Book : 6897

Page : 923

## KING'S CROSSING, A CONDOMINIUM

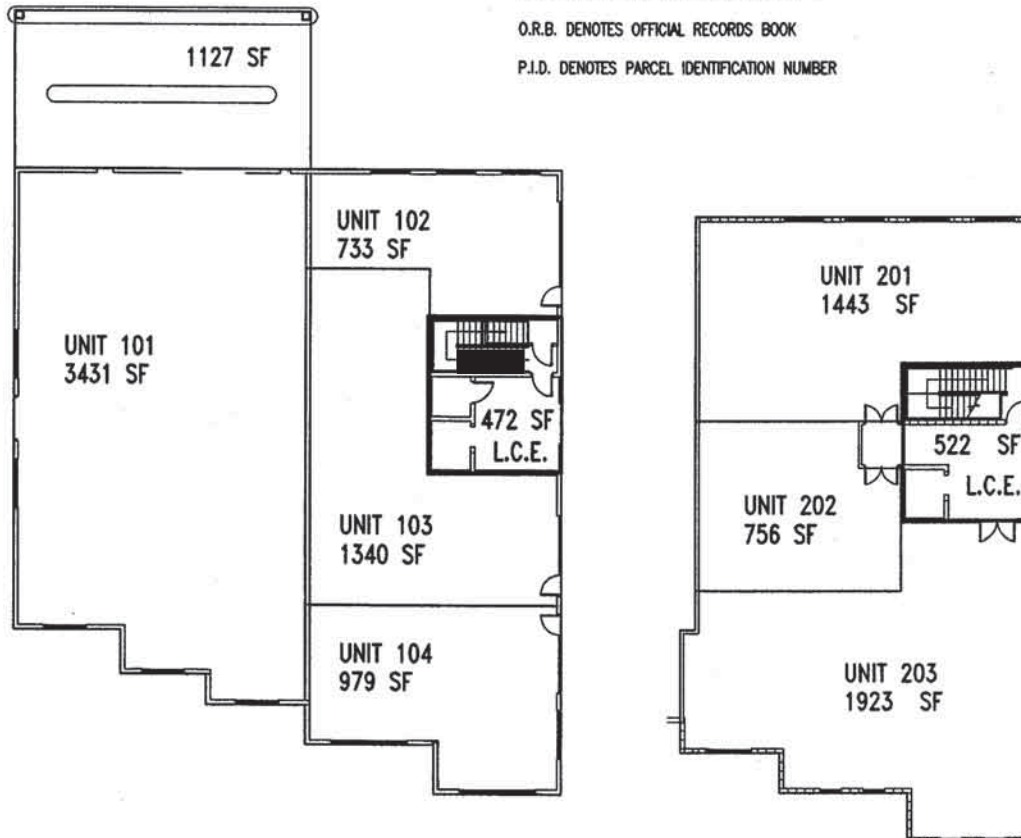
BUILDING FOOTPRINTS, ELEVATIONS AND UNIT AREAS  
SUPPLIED BY ARCHITECT AND SHOWN ON THESE  
CONDOMINIUM DOCUMENTS FOR INFORMATIONAL PURPOSES.

## ABBREVIATIONS:

L.C.E. DENOTES LIMITED COMMON ELEMENT

O.R.B. DENOTES OFFICIAL RECORDS BOOK

P.I.D. DENOTES PARCEL IDENTIFICATION NUMBER



NOTE: UNIT 101 INCLUDES THE CANOPY, STACKING LANES & BYPASS

## UNIT NUMBERS &amp; AREA

LEGEND / ABBREVIATIONS  
R/W RIGHT OF WAY  
ASPH. ASPHALT  
PLAT PLAT DATA  
F.M. FIELD MEASURED  
FND. FOUND  
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## CULLUM LAND SURVEYING INC.

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GREGG S. CULLUM P.S.M. #5095

DATE:

03/28/13

JOB #: 2012-328

DATE: 03-28-13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

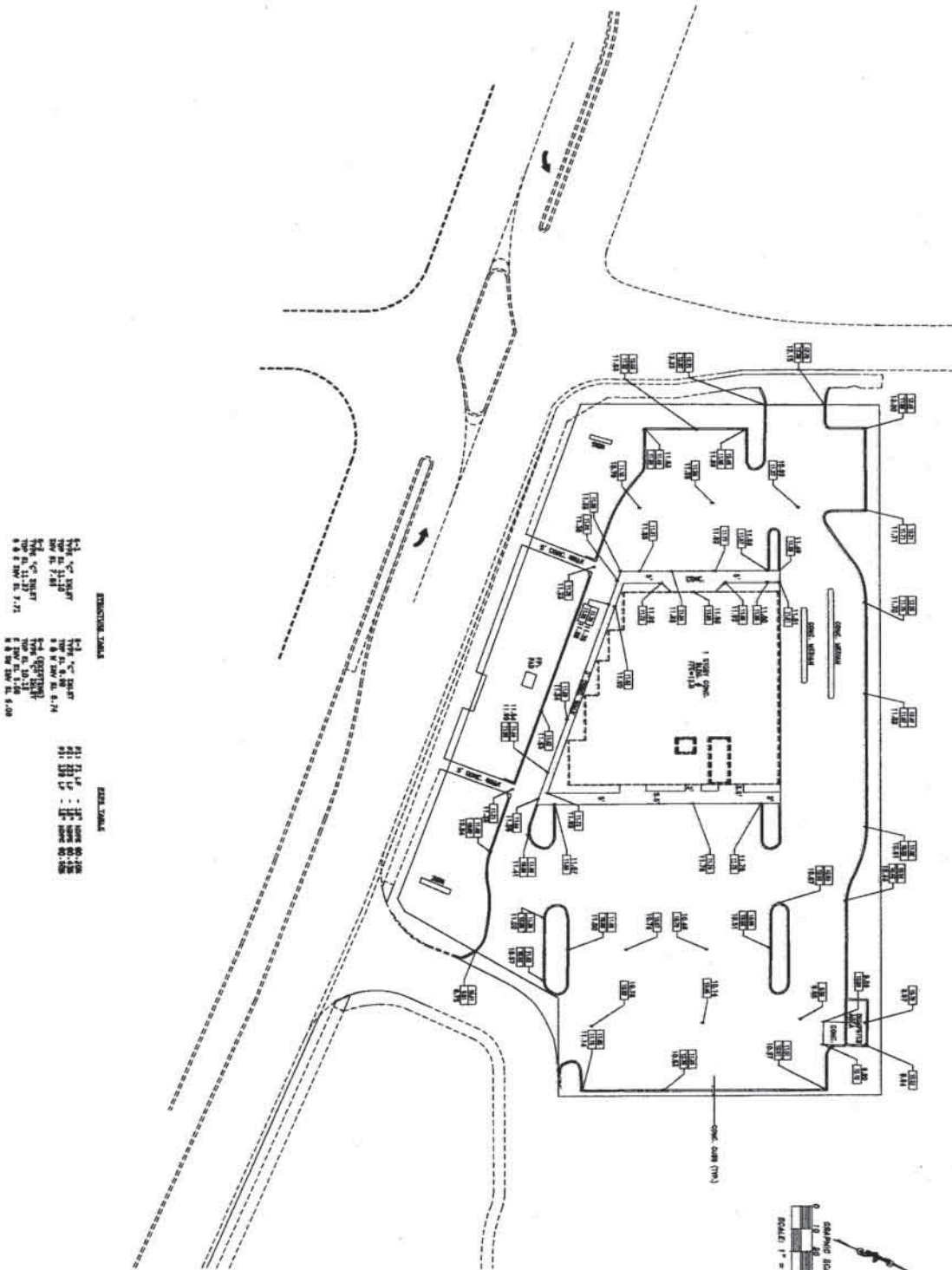
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SHEET 5 OF 5

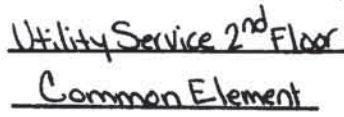


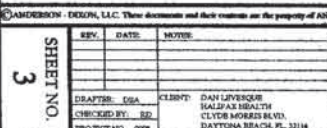
[illegible]

# As Built Pavement Elevations











Instrument# 2013-161132 # 53

Book : 6897

Page : 928

EXHIBIT A-4

SCHEDULE OF UNDIVIDED INTERESTS

**EXHIBIT A-4****TO DECLARATION OF CONDOMINIUM  
KINGS CROSSING CENTRE, A CONDOMINIUM****SCHEDULE OF UNDIVIDED INTEREST AND PROPORTIONATE  
SHARE OF COMMON EXPENSES, COMMON SURPLUS AND COMMON  
ELEMENTS APPURTENANT TO EACH UNIT**

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>% OF OWNERSHIP</u>
Unit 101	4558	39%
Unit 102	733	6%
Unit 103	1340	11%
Unit 104	979	8%
Unit 201	1443	12%
Unit 202	756	7%
Unit 203	1923	17%
<hr/>		
TOTAL	11,732	100%
<hr/>		



Instrument# 2013-161132 # 55

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Page : 930

EXHIBIT B

ARTICLES OF INCORPORATION



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 13, 2012

CSC

The Articles of Incorporation for KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC. were filed on July 12, 2012 and assigned document number N [REDACTED]. Please refer to this number whenever corresponding with this office regarding the above corporation.

The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at [REDACTED] for an SS-4 form or go to [www.irs.gov](http://www.irs.gov).

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) [REDACTED]

Jessica A Fason, Regulatory Specialist II  
New Filing Section

Letter Number: 512A00018781



Instrument# 2013-161132 # 57  
Book: 6897  
Page: 932



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 12, 2012, as shown by the records of this office.

The document number of this corporation is N [REDACTED]

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Thirteenth day of July, 2012



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC.  
(A Corporation not for profit under  
the laws of the State of Florida.)

The undersigned hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.  
NAME

1.1 The name of the corporation shall be Kings Crossing Centre Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association."

1.2 After filing with the Florida Secretary of State, the name of the Association may be amended only with the affirmative vote of seventy-five percent (75%) or more of all members of the Association.

ARTICLE 2.  
PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity for the operation and management of Kings Crossing Centre, a Condominium (the "Condominium") and to undertake the duties and acts incident to administration, management and operation of said Condominium. The actual location of the Condominium is described by legal description attached as Exhibit A to the Declaration of Condominium. The actual street address of the Condominium is 775 West Granada Boulevard, Ormond Beach, Florida 32174. The principal office of the Condominium shall be as provided herein.

2.2 The Association shall make no distributions of income to its members, directors or officers. The Association shall be conducted as a non-profit organization for the benefit of its members pursuant to Florida law.

ARTICLE 3.  
POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit; not otherwise in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the "Condominium Act"), and all of the powers and duties reasonably necessary to operate



the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

- a. To make and establish reasonable rules and regulations governing the use of the Suites and the Common Elements of the Condominium.
- b. To make and collect assessments against members of the Association as suite owners to defray the costs, expenses and losses of the Condominium.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, operate and manage the property comprising the Condominium; including the right to reconstruct improvements after casualty and to make further improvements to the Condominium Property.
- e. To purchase insurance upon the Condominium Property and insurance for the protection of the Association.
- f. To approve or disapprove the transfer, leasing, mortgaging and ownership of Suites, if such approval is required by the Declaration of Condominium and By-Laws.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the Condominium Property.
- h. To contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association, except such powers as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- i. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- j. To employ personnel to perform the services required for proper operation of the Condominium.
- k. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association pursuant to the Declaration of Condominium aforementioned.

3.3 All funds and the titles of all properties acquired by the Association, and any proceeds therefrom, shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Declaration of Condominium, these Articles and the By-Laws.

**ARTICLE 4.**  
**MEMBERS**

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

4.1 The members of the Association shall consist of all of the record title owners of the Suites in the Condominium. No other persons or entities shall be entitled to membership except as provided in Paragraph 4.5 of this Article 4. After termination of the Condominium, the members of the Association shall consist of those Suite Owners who are members at the time of such termination, and their successors and assigns.

4.2 Change of membership in the Association shall be established by recording in the public records of Volusia County, Florida, a deed or other instrument establishing a record title to a Suite in the Condominium. The owner or owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting a member to vote and to use the Common Elements.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his suite. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote appurtenant to each suite weighted evenly, which vote shall be exercised or cast in the manner provided in the By-Laws of the Association.

4.5 Until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

**ARTICLE 5.**  
**PRINCIPAL OFFICE**

The principal office of the Association shall be located at 1414 West Granada Boulevard, Suite 1, Ormond Beach, FL 32176. The Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors may change the principal office by majority vote of the Board of Directors with the change occurring immediately upon filing of the new address with the Florida Secretary of State.



**ARTICLE 6.**  
**DIRECTORS**

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination shall consist of three (3) directors. Directors need not be members of the Association.

6.2 Directors of the Association shall be selected and designated at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors have qualified, are as follows:

ARAM KHAZRAEE	1414 W. Granada Blvd., Suite 1 Ormond Beach, FL 32174
JEFFREY C. SWEET	595 W. Granada Blvd., Suite A Ormond Beach, FL 32174
PANTEA KHAZRAEE	763 North Beach Street Ormond Beach, FL 32174

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

**ARTICLE 7.**  
**OFFICERS**

The affairs of the Association shall be administered by the officers; who shall be appointed by, and shall serve at, the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

**NAME TITLE**

**ADDRESS**

Aram Khazraee - President	1414 W. Granada Blvd., Suite 1 Ormond Beach, FL 32174
---------------------------	--

Pantea Khazraee - Secretary/Treasurer

763 North Beach Street  
Ormond Beach, FL 32174

**ARTICLE 8.**  
**INDEMNIFICATION**

8.1 Every director and every officer of the Association shall be indemnified by the Association, to the extent the Association is insured, against all expenses and liabilities, (including reasonable attorneys' fees) incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he/she may be a part of, or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. Any payments for indemnification pursuant to this Article must be approved by the Board of Directors. The Board of Directors must determine that the expense being reimbursed is reasonable. If an indemnification payment is pursuant to a settlement, the settlement must be in the best interest of the Association.

8.2 The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE 9.**  
**BY-LAWS**

9.1 The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

**ARTICLE 10.**  
**TERM**

The effective date upon which this Association shall come unto existence shall be the date of subscription and acknowledgment of these Articles, and it shall exist perpetually thereafter unless dissolved according to law.

**ARTICLE 11.**  
**AMENDMENTS**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or any owner of a Suite in the Condominium whether meeting as members or by instrument in writing signed by them.



11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than seven (7) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be assumed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of two thirds (2/3) of the members of the Association in order for such amendment or amendments to become effective (except for an amendment changing the name of the Association which requires the affirmative vote of seventy-five percent (75%) or more of the members)..

11.3 A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida. Upon the registration of such amendment or amendments with the Florida Secretary of State, a certified copy thereof shall be recorded in the public records of Volusia County, Florida, promptly after the same are so registered. The effective date of the Amendment shall be the date when the Amendment was passed by the appropriate vote of the Membership.

11.4 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by proxy; provided such written vote is delivered to the Secretary of the Association at, or prior to, such meeting.

11.5 In the alternative, an amendment may be made by an agreement executed by all the record owners of all suites with the formality required for a deed.

11.6 No Amendment shall make any changes in the qualification for membership, nor any change in Article 3 hereof without approval in writing of all members of the Association and the joinder of all record owners of mortgages encumbering a Suite. No Amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall make any change in the voting rights of members unless the members whose rights are affected and the holders of mortgages encumbering their Suites consent in writing to such change.

**ARTICLE 12.  
SUBSCRIBERS**

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ARAM KHAZRAEE	1414 W. Granada Blvd., Suite 1 Ormond Beach, FL 32174
JEFFREY C. SWEET	595 West Granada Blvd., Suite A Ormond Beach, FL 32174
PANTEA KHAZRAEE	763 North Beach Street Ormond Beach, FL 32174

IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 11<sup>th</sup> day of July, 2012.

Signed, sealed and delivered in our  
presence:

Penny King Every  
(First Witness)

Penny King Every  
(Printed/typed name)

Melissa O'Connor  
(Second Witness)

Melissa O'Connor  
(Printed/typed name)

Aram Khazraee  
Aram Khazraee

Jeffrey C. Sweet  
Jeffrey C. Sweet

Pantea Khazraee  
Pantea Khazraee

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012 by Aram Khazraee, Jeffrey C. Sweet and Pantea Khazraee who [x] are personally known to me or [ ] have produced their driver's licenses as identification and who [ ] did [x] did not take an oath.



Penny King Every  
NOTARY PUBLIC



12 JUL 12 PM 2:33

Instrument# 2013-161132 # 66

**Book : 6897**

**Page : 941**

EXHIBIT C

BY-LAWS



**EXHIBIT C**

**TO DECLARATION OF CONDOMINIUM**

**BY-LAWS  
OF**

**KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC.**

**A corporation not for profit under the Laws of the State of Florida**

**1. IDENTITY**

These are the By-Laws of **KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC.** (the "Association") a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of operating, managing and administering **KINGS CROSSING CENTRE**, a Condominium, (the "Condominium"), located at 775 West Granada Blvd., Ormond Beach, FL 32174 pursuant to Chapter 718, Florida Statutes, as same may be amended from time to time (the "Condominium Act").

1.1 The provisions of these By-Laws are applicable to the Association, and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium, all of which will be recorded in the Public Records of Volusia County, Florida.

1.2 All present or future owners, present or future tenants, or their agents, guests, invitees or employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.3 The office of the Association shall be at 763 North Beach Street, Ormond Beach, FL 31276 . The address of the office of the Association may be changed by a majority vote of the Board of Directors with the change occurring immediately upon filing of the new address with the Florida Secretary of State.

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

1.5 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

**2. MEMBERSHIP, VOTING QUORUM, PROXIES**

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by

reference.

**2.2 At a meeting of the members, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes at a meeting in which a quorum is present shall constitute the acts of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.**

**2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. A proxy may be a general proxy or a limited proxy.**

### **3. ANNUAL AND SPECIAL MEETINGS OF THE MEMBERSHIP**

**3.1 The Annual Members' Meeting shall be held at the Condominium Property located at 775 West Granada Blvd., Ormond Beach, Florida, or at such other place as designated by the Board of Directors on the first (1st) Friday in February of each calendar year, or at such other time as specified by all of the members of the Association in writing, for the purpose of selecting and designating directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.**

**3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from ten percent (10%) of the members of the Association.**

**3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived by all members in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The post office certificate of mailing shall be retained as proof of such mailing.**

**3.4 A vote of the owner(s) of a suite owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Voting Certificate signed by all of the owners of the suite, or by an officer, managing member, trustee or other appropriate individual on behalf of said owner, and filed with the Secretary of the Association. The Voting Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such a Certificate is not on file, the vote of the owner(s) of that suite shall not be considered in determining the requirements for a quorum, nor for any other purpose.**



**3.5** If any meeting of the members cannot be convened because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**3.6** The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

#### **4. BOARD OF DIRECTORS**

**4.1** The Board of Directors of the Association shall consist of three (3) persons. Directors need not be members of the Association.

**4.2** Selection of directors shall be conducted in the following manner:

a. Each member of the Association shall vote for three (3) directors at the annual members' meeting. The three (3) candidates receiving the highest vote will comprise the Board of Directors.

b. The term of each Director's service will extend until the next annual meeting of the members, and subsequently until his successor is duly elected or until he is removed in the manner herein provided. Vacancies in the Board of Directors occurring between meetings of the members of the Association shall be filled by a majority vote of the remaining directors.

c. Directors may be recalled and replaced at any time by a majority vote of all suite owners.

**4.3** The organizational meeting of a newly selected and designated Board of Directors shall be held within ten (10) days of their designation, at such time and at such place as shall be determined by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The outgoing President of the Board of Directors will preside over the organizational meeting until the new officers are elected.

**4.4 Regular meetings of the Board of Directors will be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all suite owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, facsimile or email, at least three (3) days prior to the day named for such meeting.**

**4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any two (2) members of the Board. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, facsimile or email, which notice shall state the time, place and purpose of the meeting.**

**4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.**

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

**4.8 The presiding officer at Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.**

**4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:**

**a. To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;**

**b. To maintain, repair, replace, and operate the Condominium Property.**



c. To purchase insurance upon the common elements and insurance for the protection of the Association; as well as liability insurance for the protection of the Directors.

d. To reconstruct improvements after casualty.

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

f. To approve or disapprove proposed purchasers or tenants of suites if so specified in the Declaration of Condominium;

g. To acquire, operate, manage and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium.

h. To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

i. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the Condominium.

j. To pay all taxes and assessments levied against the property of the Association of the Condominium as a whole, rather than individual suites, and to assess the same against the members and their respective suites;

k. To pay all costs of power, and other utility services rendered to the Condominium and not billed to the owners of the separate suites; and

l. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

4.10 Fees. No fee shall be paid for service as a Director of the Association.

4.11 Additional Board Members. The Articles of Incorporation provide that the maximum number of Board Members shall be five (5). The initial Board of Directors may be increased from three (3) members to five (5) members by a majority vote of all suite owners.

## **5. OFFICERS**

**5.1** The executive officers of the Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed by a majority vote of all Directors, for any reason whatsoever at a duly called meeting of the Board. Any person may hold two or more offices except that the President shall not be also the Secretary, an Assistant Secretary, or the Vice president. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

**5.2** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as the President, in his sole discretion, may determine appropriate, to assist in the conduct of the affairs of the Association .

**5.3** The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

**5.4** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

**5.5** The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating him as an employee, nor precluded from contracting with a director for the management of the condominium.

## **6. FISCAL MANAGEMENT**

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

**6.1 Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each suite. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners,



the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

**6.2 Receipts and Expenditures.** The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

**6.3 Budget.** The Board of Directors will adopt a budget for each calendar year. The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be mailed to the suite owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting. An annual budget increase in excess of twenty-five percent (25%) over the previous year's budget, must be approved by a majority of the suite owners in attendance at any regular or special meeting of the members unless the Board of Directors determines that it is an emergency. If the Board of Directors determines that an emergency exists, no membership approval is required.

**6.4 Assessments.** Assessments against the suite owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 of the year preceding the year for which the assessments are made. The amount required from each suite owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of January, April, July, and October of the year for which the assessments are made. If assessments are not levied quarterly by the Association as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on a quarterly basis until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget to provide for amended monthly or quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amount of the amended budget that exceeds the limit upon increases for that year-shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

**6.5 Emergency Assessments.** The Directors may, without prior notice to or consent from, suite owners, levy emergency assessments to meet expenditures which in the judgment of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

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



**6.7 Records.** The records of the Association shall be open to inspection by suite owners or their authorized representatives at all reasonable times, and written summaries of them shall be supplied at least annually to suite owners or their authorized representatives.

## **7. PARLIAMENTARY RULES**

**7.1** Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

## **8. AMENDMENTS**

Except as elsewhere provided these By-Laws may be amended in the following manner:

**8.1** Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by two (2) or more owners of any two (2) or more suites in the Condominium, whether meeting as members or by instrument in writing signed by them.

**8.2** Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fifteen (15) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as is required herein for a Special Meeting of the members.

**8.3** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the members of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida. The effective date of the amendment shall be the date when it was approved provided it is recorded within thirty (30) days of approval. If not recorded within thirty (30) days of approval, then the effective date will be the date of recording in the Public Records of Volusia County, Florida.

**8.4** At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

**8.5** These By-Laws may also be amended by a written instrument executed and acknowledged with the formality of a deed by the record owners of all suites in the



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**Condominium.** No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members and no amendment shall be made that is in conflict with the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing were adopted as the By-Laws of Kings Crossing Centre Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on August 14, 2013.

  
Aram Khazraee, President

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COMPOSITE EXHIBIT D-1



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# St. Johns River Water Management District

Kirby B. Green III, Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [floridaswater.com](http://floridaswater.com).

October 5, 2010

Olive Grove Apartments, Limited Partnership  
2206 Jo-An Dr  
Sarasota, FL 34231

SUBJECT: Permit Number [REDACTED]  
Olive Grove (fka Granada Grande)

Dear Sir/Madam:

Enclosed is your permit as authorized by the Executive Director of the St. Johns River Water Management District on October 5, 2010.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

*M. Daniels*

Margaret Daniels, Acting Director  
Division of Regulatory Information Management

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

**Consultant:** Kimberly A Buck  
880 Airport Rd Ste 113  
Ormond Beach, FL 32174

#### GOVERNING BOARD

W. Leonard Wood, CHAIRMAN  
FERNANDINA BEACH

Maryam H. Ghyabi  
ORMOND BEACH

Hans G. Tanzler III, TREASURER  
JACKSONVILLE

Richard G. Hamann  
GAINESVILLE

Douglas C. Bournique  
VERO BEACH

Arlen N. Jumper  
FORT MCCOY

John A. Miklos  
ORLANDO

Michael Ertel  
OVIEDO

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FORM EN-45  
40C-4, F.A.C.  
40C-42, F.A.C.**MSSW/STORMWATER AS-BUILT CERTIFICATION  
BY A REGISTERED PROFESSIONAL\***

PERMIT

NUMBER: XXXXXXXXXXPROJECT NAME: OLIVE GROVE APARTMENTS, LIMITED PARTNERSHIPINSPECTION DATE(S): 04-01-2013

X I HEREBY CERTIFY THAT ALL COMPONENTS OF THIS STORMWATER MANAGEMENT SYSTEM HAVE BEEN BUILT SUBSTANTIALLY IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND IS READY FOR INSPECTION. ANY SUBSTANTIAL DEVIATIONS (NOTED BELOW) FROM THE APPROVED PLANS AND SPECIFICATIONS WILL NOT PREVENT THE SYSTEM FROM FUNCTIONING IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTERS 40C-4, 40C-41, OR 40C-42, F.A.C. (AS APPLICABLE), WHEN PROPERLY MAINTAINED AND OPERATED. THESE DETERMINATIONS HAVE BEEN BASED UPON ON-SITE OBSERVATION OF THE SYSTEM CONDUCTED BY ME OR BY MY DESIGNEE UNDER MY DIRECT SUPERVISION AND/OR MY REVIEW OF AS-BUILT PLANS CERTIFIED BY A REGISTERED PROFESSIONAL OR LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

Kimberly A. Buck, P.E.

NAME (please print)

Alann Engineering Group, Inc.

COMPANY NAME

880 Airport Rd, Suite 113

COMPANY ADDRESS

Ormond Beach, FL 32174

CITY, STATE, ZIP CODE

XXXXXXXXXX  
TELEPHONE NUMBER  
SIGNATURE OF PROFESSIONAL

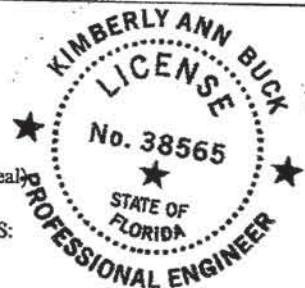
38565

FLORIDA REGISTRATION NUMBER

04-22-2013

DATE

(Affix Seal)



SUBSTANTIAL DEVIATIONS FROM THE APPROVED PLANS AND SPECIFICATIONS:

(NOTE: ATTACH TWO COPIES OF AS-BUILT PLANS WHEN THERE ARE SUBSTANTIAL DEVIATIONS)

WITHIN 30 DAYS OF INSPECTION OF THE SYSTEM, SUBMIT TWO COPIES OF THIS FORM TO:

DIVISION OF REGULATORY INFORMATION MANAGEMENT  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

\* A REGISTERED PROFESSIONAL IS DEFINED IN SUBSECTION 40C-42.021(1) AS "A PROFESSIONAL REGISTERED IN FLORIDA WITH THE NECESSARY EXPERTISE IN THE FIELDS OF HYDROLOGY, DRAINAGE, FLOOD CONTROL, EROSION AND SEDIMENT CONTROL, AND STORMWATER POLLUTION CONTROL TO DESIGN AND CERTIFY STORMWATER MANAGEMENT SYSTEMS". EXAMPLES OF REGISTERED PROFESSIONALS MAY INCLUDE PROFESSIONAL ENGINEERS LICENSED UNDER CHAPTER 471, F.S., PROFESSIONAL LANDSCAPE ARCHITECTS LICENSED UNDER CHAPTER 481, F.S., AND PROFESSIONAL GEOLOGISTS LICENSED UNDER CHAPTER 492, F.S., WHO HAVE THE REFERENCED SKILLS.



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EXHIBIT D-2

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11/30/2010 11:37 AM  
 Doc stamps .70  
 (Transfer Amt \$ 10)  
 Instrument# 2010-215666 # 1  
 Book: 6540  
 Page: 3465

Prepared By and Return To:  
 Diane D. Karst, Esq.  
 Broad and Cassel  
 7777 Glades Road, Suite 300  
 Boca Raton, Florida 33434

### **INGRESS AND EGRESS ACCESS EASEMENT AGREEMENT**

This Ingress and Egress Access Easement Agreement (hereinafter referred to as the "Easement") is made and entered into this 22 day of October, 2010 by and between **OLIVE GROVE APARTMENTS LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is 2206 Jo-An Drive, Sarasota, Florida 34231 and its successors and assigns ("Grantor") and **B.J. BLARE, LLC**, a Florida limited liability company, whose mailing address is 1092 Ridgewood Avenue, Holly Hill, Florida 32117, and its successors and assigns ("Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantor is or will be the owner of certain property situated in Volusia County, Florida, being more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Grantor Property");

**WHEREAS**, Grantee is the owner of certain property situated in Volusia County, Florida being more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Grantee Property");

**WHEREAS**, Grantor desires to grant and convey to Grantee a non-exclusive perpetual ingress and egress access easement over, across, under, upon and through a portion of the Grantor Property being more particularly described on Exhibit "C" attached hereto (the "Grantor Easement Property") for purposes of pedestrian and vehicular ingress and egress between the Grantee Property and the public road adjacent thereto ("Public Road") pursuant to the terms and conditions more particularly set forth hereinbelow ("Driveway Easement");

**NOW THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby covenant, stipulate and agree as follows:

1. **Recitals.** The above recitals are true and correct and form a material part of this Easement upon which the parties have relied.

2. **Ingress/Egress Easement.**

(a) **Grant of Driveway Easement.** (i) Grantor does hereby create, grant, declare and convey to Grantee and its successors, assigns, tenants, licensees, invitees, agents, and employees a non-exclusive perpetual easement over, across, under, upon and through the Grantor



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Easement Property for the purposes of pedestrian and vehicular ingress and egress to and from the Grantee Property and the Public Road. It is understood and agreed that the Easement is non-exclusive and each reserves the right to continue to utilize the Grantor Easement Property and the Driveway Easement when constructed in accordance with and subject to the terms of this Agreement.

(b) **Construction of Access Driveway.** Grantor shall be responsible for the design, permitting, construction and installation of the Access Driveway to connect to the Grantee Property primary entrance driveway, including a turn lane within the Grantor Property into the Grantee Property, all at the sole cost and expense of Grantor.

(c) **Maintenance of Access Driveway.** After construction of the Access Driveway is completed, Grantor shall operate, maintain, repair and replace the Access Driveway located on the Grantor Property in a good, safe, clean and orderly state of repair, condition and appearance. Grantor shall invoice 16.3% of the cost of the installation, maintenance, repair and replacement of the structure of the actual physical Access Driveway including but not limited to resurfacing, filling, striping, and structural work, to Grantee, who shall pay to Grantor the amount invoiced in immediately available U.S. funds within thirty (30) days after the date of said invoice. Failure to pay said invoiced amount within said thirty (30) days shall be an event of default hereunder. In the event said invoiced amount remains unpaid after said thirty (30) days, Grantor may file a lien against the Grantee Property, and pursue any available remedies with respect to said default. The amount invoiced shall accrue interest on the outstanding balance at the rate of 15% per annum. Grantor shall provide reasonable notice to Grantee, except in the event of an emergency maintenance, prior to conducting maintenance activities.

(d) **Approvals for Access Driveway.** Grantor shall obtain any necessary governmental permits for the Access Driveway. Grantee shall reasonably cooperate with Grantor in the permitting process, provided that Grantee shall not be responsible for any out-of-pocket costs associated with obtaining any approvals or permits. Grantee's cooperation shall include, but shall not be limited to, the execution of consents, applications, petitions, agreements, or other documentation as may be required by applicable governmental authorities or entities to be executed by Grantee in order for Grantor to obtain the necessary permits for the Access Driveway. Grantee shall execute all such documentation within seven (7) business days after Grantor's delivery of same to Grantee.

(e) **No Obstruction of Access Driveway/Construction Traffic.** No party to this Easement shall unreasonably obstruct ingress and/or egress of any other party to the Access Driveway, except as may be reasonably necessary in the course of any construction.

3. **Covenant Running With The Land.** This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the lands described herein and binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns.

4. **Attorneys' Fees, Costs and Expenses.** In the event it shall be necessary for either party to this Easement to bring suit or commence arbitration to enforce any provisions hereof or for damages on account of any breach of this Easement, the prevailing party in any such suit or arbitration and any appeals therefrom, shall be entitled to recover from any other



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party, in addition to any damages or other relief granted as the result of such suit or arbitration, all costs and expenses of such suit or arbitration and a reasonable attorneys' fee as set by the court or arbitrator.

5. **Governing Law.** This Easement shall be governed by and construed in accordance with the Laws of the State of Florida.

6. **Headings.** All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

7. **Entire Agreement.** This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

8. **Notices.** All notices to be given pursuant to this Easement shall be deemed given upon receipt if sent by hand delivery, one (1) business day after deposit during normal business hours in the facilities of an express overnight courier, or three (3) business days after depositing same with the U.S. Postal Service, certified mail, return receipt requested to the addresses above. The foregoing addresses may be changed from time to time by either party, by delivering written notice of such change to the other party in accordance with the provisions hereof.

9. **Effective Date.** This Easement shall take effect on the date that this Easement is fully executed by the parties.

10. **Invalid Provision.** If any provision of this Easement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Easement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Easement, and the remaining provisions of this Easement shall remain in full force and effect and shall not be affected by such illegal, valid or unenforceable provision or by its severance from this Easement. This Easement shall not be construed more strongly against either party as the parties have negotiated the terms of this Easement.



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IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date set forth above.

Signed, sealed and delivered in the  
Presence of:

**GRANTOR:**

**OLIVE GROVE APARTMENTS LIMITED  
PARTNERSHIP, a Florida limited partnership**

By: Beneficial Olive Grove, LLC,  
a Florida limited liability company,  
its managing general partner

By: [Signature]  
Donald W. Paxton, Manager

[Signature]  
Name: SARAH STEPHENSON  
[Signature]  
Name: VERA PARR

STATE OF FLORIDA

COUNTY OF SARASOTA


The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2010, by Donald W. Paxton, as manager of Olive Beneficial Olive Grove LLC, a Florida limited liability company, the managing general partner of Olive Grove Apartments Limited Partnership, a Florida limited partnership, on behalf of the company and the limited partnership. He ( ) is personally known to me or ( ) has produced N/A as identification.



[Signature]  
Notary Public  
Name: J. Van Horn  
My Commission Expires: 2/19/2012

Instrument# 2013-161132 # 84  
Book: 6897  
Page: 959

Instrument# 2010-215666 # 5  
Book: 6540  
Page: 3469

  
Name: TAMI JO CHINN

  
Name: BILLIE K. MATTHEWS

GRANTEE: B.J. BLARE, LLC, a Florida  
limited liability company


By:   
Name: FRED B. SHARE  
Title: MANAGING MEMBER

STATE OF FLORIDA )

COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of ~~October~~ <sup>NOVEMBER</sup>, 2010  
by Fred B. Share, as Managing Member of B.J. Blare, LLC, a Florida limited  
liability company, on behalf of the company. He (☒) is personally known to me or (☐) has  
produced \_\_\_\_\_ as identification.



  
Notary Public  
Name: TAMI JO CHINN

My Commission Expires: \_\_\_\_\_



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Book: 6897  
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Instrument# 2010-215688 # 6  
Book: 6540  
Page: 3470

EXHIBIT "A"

GRANTOR PROPERTY

A PORTION OF LOT D GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E GRANT LOT 8 1/2 LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT OF WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT OF WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT OF WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 2, PAGE 118, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE SOUTH 65°45'17" WEST, A DISTANCE OF 217.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°35'53" WEST, A DISTANCE OF 290.65 FEET TO A POINT ON THE SOUTH LINE OF LOT D; THENCE SOUTH 65°46'43" WEST, ALONG THE SOUTH LINE OF SAID LOT D, A DISTANCE OF 2934.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE TO THE LEFT, HAVING A RADIAL BEARING OF S 00°00'44" W, AND HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 02°07'30"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 108.12 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 88°56'55" W, 108.11 FEET; THENCE N 35°04'12" E, A DISTANCE OF 6.22 FEET; THENCE N 05°04'12" E, A DISTANCE OF 78.30 FEET; THENCE N 65°46'43" E A DISTANCE OF 43.37 FEET; THENCE N 24°13'17" W, A DISTANCE OF 144.10 FEET TO A POINT ON THE NORTH LINE OF SAID LOT D; THENCE NORTH 65°45'17" EAST, ALONG THE NORTH LINE OF LOT D, A DISTANCE OF 3078.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 785,501+/- SQUARE FEET AND/OR 18.03 ACRES MORE OR LESS.

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Instrument# 2010-215666 # 7  
Book: 6540  
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**EXHIBIT "B"**  
**GRANTEE PROPERTY**

**DESCRIPTION: LOT 1 (CREATED BY SURVEYOR)**

A PORTION OF LOT D GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E GRANT LOT 8 1/2 LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT OF WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT OF WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT OF WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 2, PAGE 118, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE SOUTH 65°45'17" WEST, A DISTANCE OF 3295.40 FEET TO THE POINT OF BEGINNING; THENCE S 24°13'17" E, A DISTANCE OF 144.10 FEET; THENCE S 65°46'43" W, A DISTANCE OF 43.37 FEET; THENCE S 05°04'12" W, A DISTANCE OF 78.30 FEET; THENCE S 35°04'12" W, A DISTANCE OF 6.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 1°34'49"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.40 FEET TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 86°17'49" WEST, A DISTANCE OF 151.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID OLD KINGS ROAD; THENCE NORTH 23°45'55" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 133.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT D; THENCE NORTH 65°45'17" EAST, ALONG THE NORTH LINE OF LOT D, A DISTANCE OF 302.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 51.886+/- SQUARE FEET AND/OR 1.19 ACRES MORE OR LESS.



Instrument# 2013-161132 # 87  
Book: 6897  
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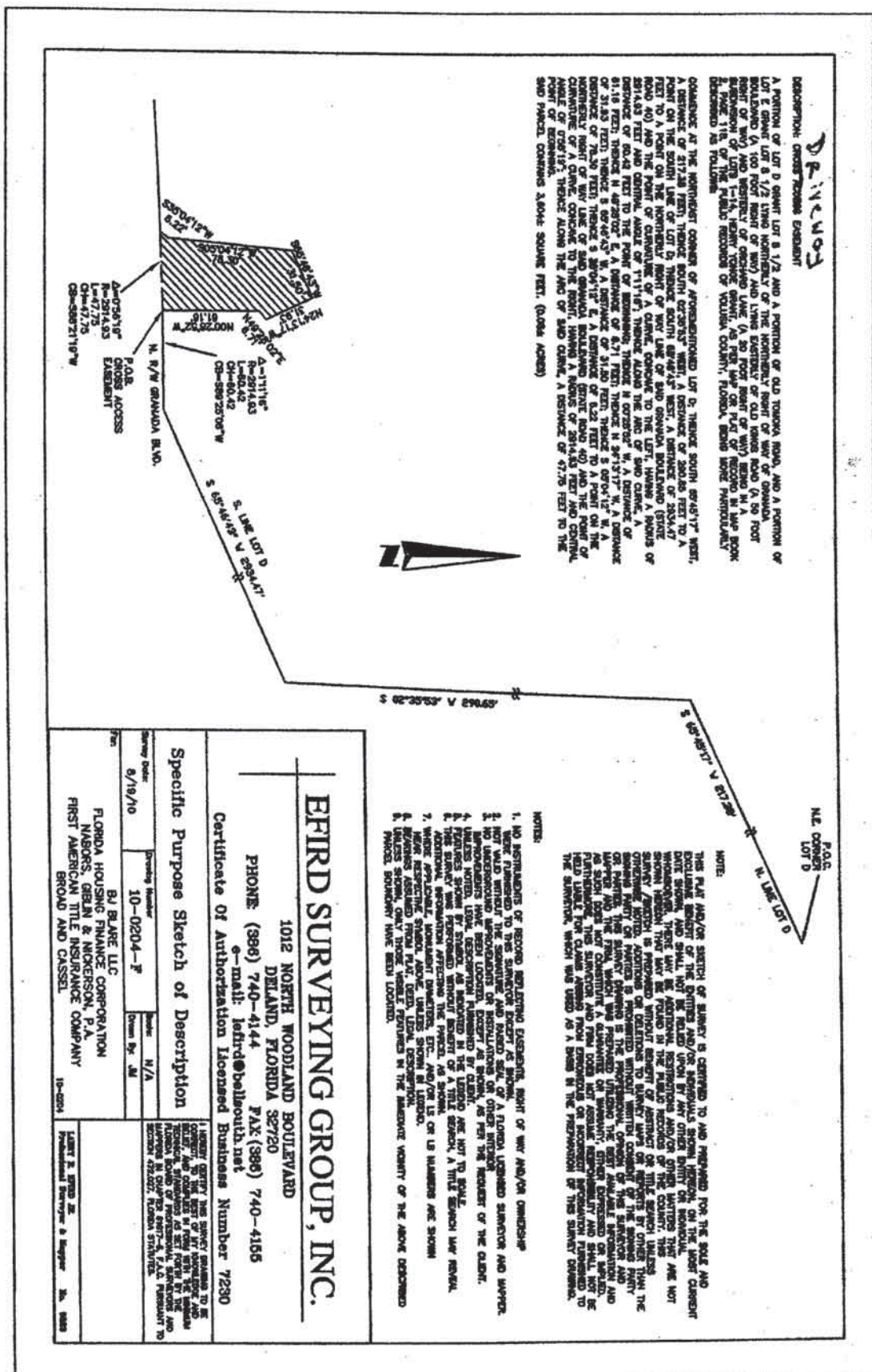
Instrument# [REDACTED] 8  
Book: 6540  
Page: 3472

**EXHIBIT "C"**  
**DRIVEWAY EASEMENT**

A PORTION OF LOT D GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E GRANT LOT 8 1/2 LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT OF WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT OF WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT OF WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 2, PAGE 118, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE SOUTH 65°45'17" WEST, A DISTANCE OF 217.38 FEET; THENCE SOUTH 02°35'53" WEST, A DISTANCE OF 290.65 FEET TO A POINT ON THE SOUTH LINE OF LOT D; THENCE SOUTH 65°46'43" WEST, A DISTANCE OF 2934.47 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 1°11'16"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.42 FEET TO THE POINT OF BEGINNING; THENCE N 00°28'52" W, A DISTANCE OF 61.16 FEET; THENCE N 49°28'02" E, A DISTANCE OF 6.71 FEET; THENCE N [REDACTED], A DISTANCE OF 31.93 FEET; THENCE S 65°46'43" W, A DISTANCE OF 31.50 FEET; THENCE S 05°04'12" W, A DISTANCE OF 78.30 FEET; THENCE S 35°04'12" E, A DISTANCE OF 6.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE RIGHT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 0°56'19"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,604± SQUARE FEET. (0.08± ACRES)





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EXHIBIT D-3

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11/30/2010 11:37 AM  
Doc stamps .70  
(Transfer Amt \$ 10)  
Instrument# 2010-215667 # 1  
Book: 6540  
Page: 3474

Prepared By and Return To:  
Diane D. Karst, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434

### **DRAINAGE EASEMENT AGREEMENT**

This **Drainage Easement Agreement** (hereinafter referred to as the "Easement") is made and entered into this 22 day of November, 2010 by and between **OLIVE GROVE APARTMENTS LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is 2206 Jo-An Drive, Sarasota, Florida 34231 and its successors and assigns ("Grantor") and **B.J. BLARE, LLC**, a Florida limited liability company, whose mailing address is 1092 Ridgewood Avenue, Holly Hill, Florida 32117, and its successors and assigns ("Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantor is or will be the owner of certain property situated in Volusia County, Florida, being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (the "Grantor Property");

**WHEREAS**, Grantee is the owner of certain property situated in Volusia County, Florida being more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "Grantee Property");

**WHEREAS**, the parties hereto desire to treat and drain and store storm water discharge from the Grantor Property and the Grantee Property through an integrated storm water management system flowing from each property to the drainage lakes, including compensating storage of storm water for the maximum impervious surface of the Grantee Property (other than the recharge area requirement) pursuant to the applicable storm water management system permit, a copy of which is attached hereto as **Exhibit "C"** ("Permit") and the plans applicable thereto on file with St. Johns River Water Management District ("District") for said properties (collectively, "Storm Water Management Systems") pursuant to the terms and conditions more particularly set forth hereinbelow;

**WHEREAS**, Grantor desires to grant and convey to Grantee, and Grantee desires to accept, a non-exclusive perpetual easement over, across, upon and through Storm Water Management Systems located on the Grantor Property ("Drainage Easement") more particularly described on **Exhibit "D"** attached hereto and made a part hereof (the "Drainage Easement Property"), for the purpose of draining treated storm water discharge from the Grantee Property and the Grantor Property including, without limitation, any swales, berms, landscaping, drainage, piping, irrigation and any other facilities necessary for the development of the Storm Water Management System for purposes of interconnecting and constructing the Storm Water Management System on the Grantor Property, and drainage of storm water thereover, and for purposes of storage of storm water as provided above, pursuant to the terms and conditions more particularly set forth hereinbelow.



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Book: 6540  
Page: 3475

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby covenant, stipulate and agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Easement upon which the parties have relied.

2. Surface Storm Water Drainage Easement.

(a) Grant of Surface Storm Water Drainage Easement. Grantor does hereby create, grant, declare and convey to Grantee and its successors and assigns, the non-exclusive perpetual Drainage Easement over, across, under, upon and through the Drainage Easement Property, for the purpose of constructing, installing, operating, maintaining, repairing and replacing the Storm Water Management System ("Drainage Easement Facilities") for continuous and uninterrupted drainage and storage of storm water discharge on, upon and through the Drainage Easement Property for drainage and storage of the Grantee Property and the Grantor Property. Such water drainage system and other facilities shall be located only in the Drainage Easement Property and not within Grantor's Property or Grantee's Property other than the Drainage Easement Property and such storm water drainage and storage system shall not drain onto any of Grantor's Property or Grantee's Property other than the Drainage Easement Property as described herein. It is understood and agreed that this Easement does not grant property rights or rights to Grantee for storm water storage, retention, or treatment of any kind on any Grantor Property other than as set forth in and permitted by the Permit.

(b) Construction and Maintenance of Drainage Easement Facilities. Grantor shall be responsible for constructing, installing and maintaining the Storm Water Management System and the Drainage Easement Facilities in accordance with the Permit, concurrently with the development of the Grantor Property, at Grantor's sole cost and expense. It is understood and agreed that the Drainage Easement Facilities shall be constructed in accordance with all requirements of Volusia County. After construction of the Storm Water Management System is completed, Grantor shall operate, maintain, repair and replace the Storm Water Management System located on the Grantor Property in a good, safe, clean and orderly state of repair, condition and appearance at Grantor's cost and expense. At any time the City of Ormond Beach determines that the Storm Water Management System is not being maintained in a good, safe, clean and orderly state of repair, condition and appearance, the City of Ormond Beach and its employees, contractors and agents may enter onto Grantor's Property for the purpose of performing such maintenance and repair to the Storm Water Management System in the Drainage Easement Property as the City of Ormond Beach may determine to be required.

(c) No Obstruction of Drainage Easement Facilities. No party to this Easement shall unreasonably obstruct ingress and/or egress of any other party to the Drainage Easement Property or Drainage Easement Facilities, except as may be reasonably necessary in the course of any construction.

3. Right to Cure Obligations. Should any party fail to timely perform any of its obligations hereunder and thereafter fail to perform such obligation within fifteen (15) days after receipt of any other party's written demand therefor, then the party giving such notice shall, in addition to any other remedy provided at law or in this Easement, have the right (but not the

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obligation) to perform such obligation on behalf of the defaulting party, and the defaulting party shall reimburse the curing party for the cost of performing such work within ten (10) days after receipt of billing thereof and proof of payment thereof. In the event the defaulting party does not reimburse the curing party within such ten (10) days, the curing party shall have the right to exercise any and all rights which such curing party shall have at law to collect the same.

4. Indemnification.

(a) Grantee hereby agrees to indemnify, save and hold Grantor harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with Grantee's negligent use of the easements granted herein, and all claims and actions brought by third parties resulting from or arising in connection with Grantee's negligent use of the easements granted herein and all costs for maintaining the water quality of Grantor's Property and its storm water management system due to acts or negligence of Grantee or failure of Grantee to properly treat storm water prior to discharge onto the Drainage Easement Property or Grantor's Property. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by Grantee to Grantor then ONE AND NO/100 DOLLAR (\$1.00) of the value of the consideration set forth in this Easement shall be deemed to be such specific consideration. Grantor acknowledges the adequacy and sufficiency of said specific consideration.

(b) Grantor hereby agrees to indemnify, save and hold the Grantee harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with Grantor's negligent use of the easements granted herein, and all claims and actions brought by third parties resulting from or arising in connection with Grantor's negligent use of the easements granted herein and all costs for maintaining the water quality of Grantee's Property and its storm water management system due to acts or negligence of Grantor or failure of Grantor to properly treat storm water prior to discharge onto the Drainage Easement Property or Grantee's Property. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by Grantor to Grantee then ONE AND NO/100 DOLLAR (\$1.00) of the value of the consideration set forth in this Drainage Easement shall be deemed to be such specific consideration. Grantee acknowledges the adequacy and sufficiency of said specific consideration.

5. Covenant Running With The Land. This Easement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the lands described herein and binding upon and inuring to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns.

6. Attorneys' Fees, Costs and Expenses. In the event it shall be necessary for either party to this Easement to bring suit or commence arbitration to enforce any provisions hereof or for damages on account of any breach of this Easement, the prevailing party in any such suit or arbitration and any appeals therefrom, shall be entitled to recover from any other party, in addition to any damages or other relief granted as the result of such suit or arbitration, all costs and expenses of such suit or arbitration and a reasonable attorneys' fee as set by the court or arbitrator.

7. Governing Law. This Easement shall be governed by and construed in accordance with the Laws of the State of Florida.



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Book: 6540  
Page: 3477

8. **Headings.** All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

9. **Entire Agreement.** This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

10. **Notices.** All notices to be given pursuant to this Easement shall be deemed given upon receipt if sent by hand delivery, one (1) business day after deposit during normal business hours in the facilities of an express overnight courier, or three (3) business days after depositing same with the U.S. Postal Service, certified mail, return receipt requested to the addresses above. The foregoing addresses may be changed from time to time by either party, by delivering written notice of such change to the other party in accordance with the provisions hereof.

11. **Effective Date.** This Easement shall take effect on the date that this Easement is fully executed by the parties.

12. **Invalid Provision.** If any provision of this Easement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Easement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Easement, and the remaining provisions of this Easement shall remain in full force and effect and shall not be affected by such illegal, valid or unenforceable provision or by its severance from this Easement. This Easement shall not be construed more strongly against either party as the parties have negotiated the terms of this Easement.

[Signatures appear on following pages]

Instrument# 2013-161132 # 94  
Book: 6897  
Page: 969

Instrument# 2013-161132 # 5  
Book: 6540  
Page: 3478

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date set forth above.

Signed, sealed and delivered in the  
Presence of:

GRANTOR:

OLIVE GROVE APARTMENTS LIMITED  
PARTNERSHIP, a Florida limited partnership

By: Beneficial Olive Grove, LLC,  
a Florida limited liability company,  
its managing general partner

By: [Signature]  
Donald W. Paxton, Manager

[Signature]  
Name: SARAH STEPHENSON

[Signature]  
Name: VESPAIMER

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2010, by Donald W. Paxton, as manager of Olive Beneficial Olive Grove LLC, a Florida limited liability company, the managing general partner of Olive Grove Apartments Limited Partnership, a Florida limited partnership, on behalf of the company and the limited partnership. He ( ) is personally known to me or ( ) has produced N/A as identification.



[Signature]  
Notary Public  
Name: J. Van Horn  
My Commission Expires: 2/19/2012



Instrument# 2013-161132 # 95  
Book: 6897  
Page: 970

Instrument# [REDACTED] # 6  
Book: 6540  
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**GRANTEE:**

B.J. BLARE, LLC, a Florida limited liability company

*Tami Jo Chinn*  
Name: TAMI JO CHINN  
*Billie K. Matthews*  
Name: BILLIE K. MATTHEWS

By: *Fred B. Share*  
Fred B. Share  
Managing Member

STATE OF FLORIDA )  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of NOVEMBER, 2010 by Fred B. Share, as Managing Member of B.J. Blare, LLC, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



*Tami Jo Chinn*  
Notary Public  
Name: TAMI JO CHINN  
My Commission Expires: \_\_\_\_\_

Instrument# 2013-161132 # 96  
Book: 6897  
Page: 971

Instrument# [REDACTED] # 7  
Book: 6540  
Page: 3480

**EXHIBIT "A"**

**GRANTOR PROPERTY**

A PORTION OF LOT D GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E GRANT LOT 8 1/2 LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT OF WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT OF WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT OF WAY) BEING IN A SUBDIVISION OF [REDACTED] HENRY YONGE GRANT, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 2, PAGE 118, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE SOUTH 65°45'17" WEST, A DISTANCE OF 217.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°35'53" WEST, A DISTANCE OF 290.65 FEET TO A POINT ON THE SOUTH LINE OF LOT D; THENCE SOUTH 65°46'43" WEST, ALONG THE SOUTH LINE OF SAID LOT D, A DISTANCE OF 2934.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE TO THE LEFT, HAVING A RADIAL BEARING OF S 00°00'44" W, AND HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 02°07'30"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 108.12 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 88°56'55" W, 108.11 FEET; THENCE N 35°04'12" E, A DISTANCE OF 6.22 FEET; THENCE N 05°04'12" E, A DISTANCE OF 78.30 FEET; THENCE N 65°46'43" E A DISTANCE OF 43.37 FEET; THENCE N 24°13'17" W, A DISTANCE OF 144.10 FEET TO A POINT ON THE NORTH LINE OF SAID LOT D; THENCE NORTH 65°45'17" EAST, ALONG THE NORTH LINE OF LOT D, A DISTANCE OF 3078.02 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 785,501 +/- SQUARE FEET AND/OR 18.03 ACRES MORE OR LESS.



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EXHIBIT "B"

**GRANTEE PROPERTY**

A PORTION OF LOT D GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E GRANT LOT 8 1/2 LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT OF WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT OF WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT OF WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 2, PAGE 118, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE SOUTH 65°45'17" WEST, A DISTANCE OF 3295.40 FEET TO THE POINT OF BEGINNING; THENCE S 24°13'17" E, A DISTANCE OF 144.10 FEET; THENCE S [REDACTED] W, A DISTANCE OF 43.37 FEET; THENCE S 05°04'12" W, A DISTANCE OF 78.30 FEET; THENCE S 35°04'12" W, A DISTANCE OF 6.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 1°34'49"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°06'45" WEST, 80.40 FEET; THENCE SOUTH 86°17'49" WEST, A DISTANCE OF 151.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID OLD KINGS ROAD; THENCE NORTH 23°45'55" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 133.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT D; THENCE NORTH 65°45'17" EAST, ALONG THE NORTH LINE OF LOT D, A DISTANCE OF 302.95 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 51.886+- SQUARE FEET AND/OR 1.19 ACRES MORE OR LESS.

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EXHIBIT "C"

PERMIT

4833-1610-7763.3  
320540019



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# St. Johns River Water Management District

Kiby B. Green III, Director • David W. Flek, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [floridaswater.com](http://floridaswater.com).

October 5, 2010

Olive Grove Apartments, Limited Partnership  
2206 Jo-An Dr  
Sarasota, FL 34231

SUBJECT: Permit Number [REDACTED]  
Olive Grove (fka Granada Grande)

Dear Sir/Madam:

Enclosed is your permit as authorized by the Executive Director of the St. Johns River Water Management District on October 5, 2010.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

*M. Daniels*

Margaret Daniels, Acting Director  
Division of Regulatory Information Management

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

Consultant: Kimberly A Buck  
880 Airport Rd Ste 113  
Ormond Beach, FL 32174

## GOVERNING BOARD

W. Leonard Wood, Chairman  
FERNANDINA BEACH

Hans G. Tänzler III, Treasurer  
JACKSONVILLE

Douglas C. Bourmiquie  
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FORT MCCOY

John A. Midos  
ORLANDO

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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT N [REDACTED]  
PROJECT NAME: Olive Grove (fka Granada Granda)

DATE ISSUED: October 5, 2010

**A PERMIT AUTHORIZING:**

Construction of Olive Grove, a 10.4 - acre mixed-use development (a bank and four-building senior housing complex) to be constructed according to plans received by the District on September 23, 2010, except as amended by Sheets 6, 7, and 8 received on September 30, 2010.

**LOCATION:**

Section(s): 41 Township(s): 14S Range(s): 32E

Volusia County

**ISSUED TO:**

Olive Grove Apartments, Limited Partnership  
2206 Jo-An Dr  
Sarasota, FL 34231

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated October 5, 2010

**AUTHORIZED BY:** St. Johns River Water Management District

By:

  
Jeffrey Elledge  
Director

By:

  
Kirby B. Green, III  
Executive Director



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**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER [REDACTED]**  
**Olive Grove Apartments, Limited Partnership**  
**DATED OCTOBER 5, 2010**

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance



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documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings: 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers; 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters; 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate; 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system; 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system; 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
11. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes



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effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule [REDACTED] F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
22. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.



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23. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
24. This permit requires the recording of a conservation easement. Description of Conservation Easement Area The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first. If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph. Recording of Conservation Easement Prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement which shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 12.3.8, Applicant's Handbook, Management and Storage of Surface Waters (February 16, 2010). The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The easement must contain the provisions set forth in paragraphs 1(a)-(h) of section 704.06, Florida Statutes, as well as provisions indicating that the easement may be enforced by the District, and may not be amended without written District approval. Additional Documents Required The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original



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recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Demarcation of Conservation Easement Area Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

25. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the District, on form number [REDACTED] (6), Exceptions Report for Stormwater Management Systems Out of Compliance.
26. The proposed surface water management system must be constructed and operated according to the plans received by the District on September 23, 2010 except as amended by Sheets 6, 7, and 8 received on September 30, 2010.
27. Mitigation for wetland loss includes the perpetual preservation of remaining wetlands (7.17 acres) and uplands (2.63 acres) on-site as shown on Exhibit A by EFIRD Surveying Group Inc. that was submitted on September 29, 2010.
28. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever occurs first, the permittee must accomplish the following:
  - a) Erect permanent property monuments that clearly define the conservation area boundary where it abuts residential property.
  - b) Install small, permanent signs at 100- to 200-ft intervals along the conservation areas to remind residents, grounds keeping staff, etc., that these areas must remain undisturbed in perpetuity. The sign shall read: *NATURAL CONSERVATION AREA / NO DUMPING, LAND-CLEARING, HERBICIDE APPLICATION, OR OTHER DISTURBANCE TO NATIVE SOILS OR VEGETATION IS PERMITTED BEYOND THIS POINT. / CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR FURTHER INFORMATION REGARDING THIS HABITAT*
29. Prior to initiating any construction, the permittee must provide the District with documentation from Lake Swamp Mitigation Bank demonstrating that the purchase of 0.125 forested freshwater mitigation credits has been completed. In the event that the permittee does not successfully complete the transaction to obtain 0.125 forested freshwater mitigation credits from the Lake Swamp Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.
30. Prior to recording the Conservation Easement, the Permittee must vacate the Right of Way Deed recorded in Book 2052, Page 1317 Official Records of Volusia County. No wetland impacts may occur until the permittee submits to the District three copies of the executed and recorded document to show that the Right of Way Deed was vacated properly.

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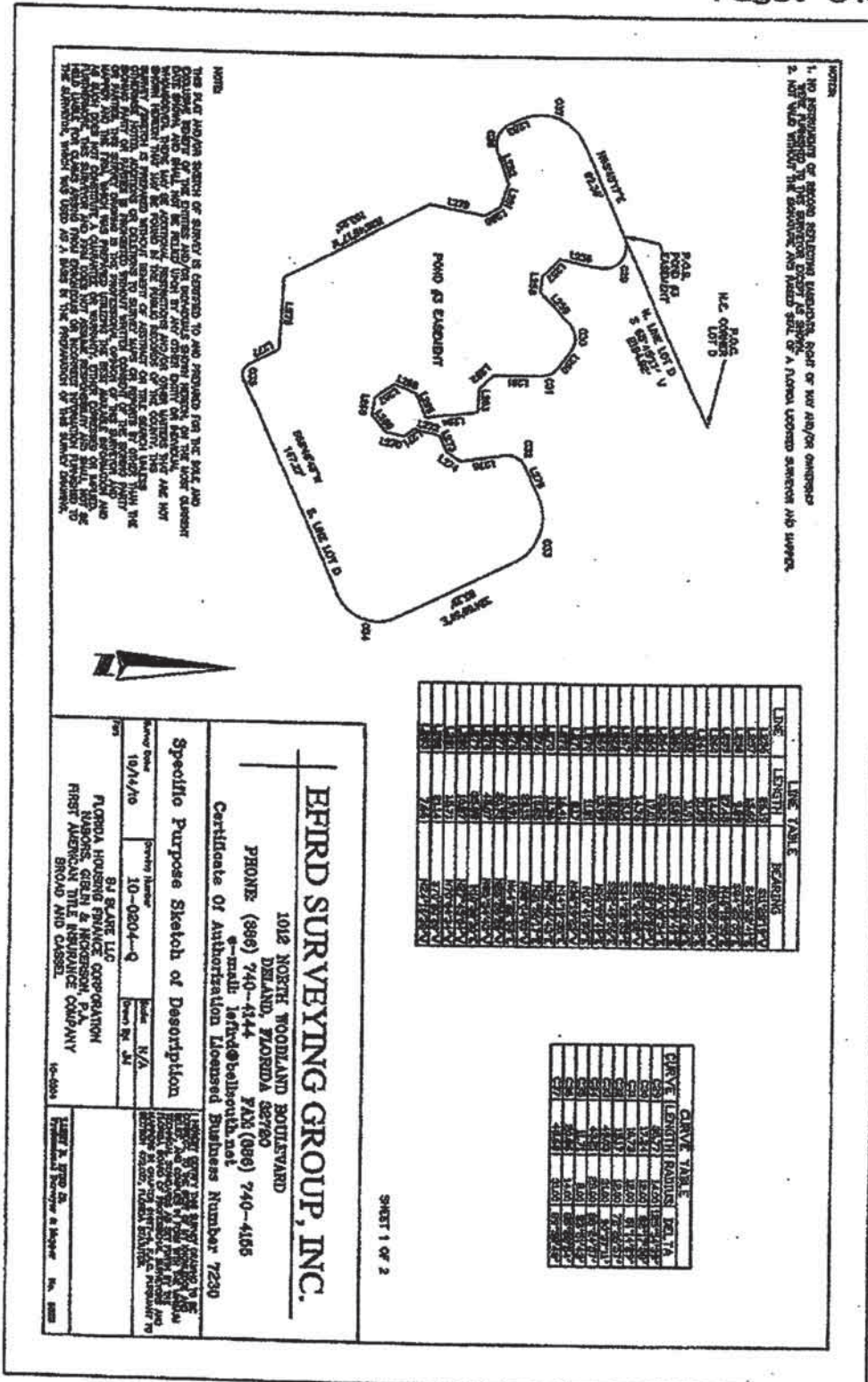
Instrument# 2010-215867 # 17  
Book: 6540  
Page: 3490

**EXHIBIT "D"**

**EASEMENT PROPERTY LEGAL DESCRIPTION**

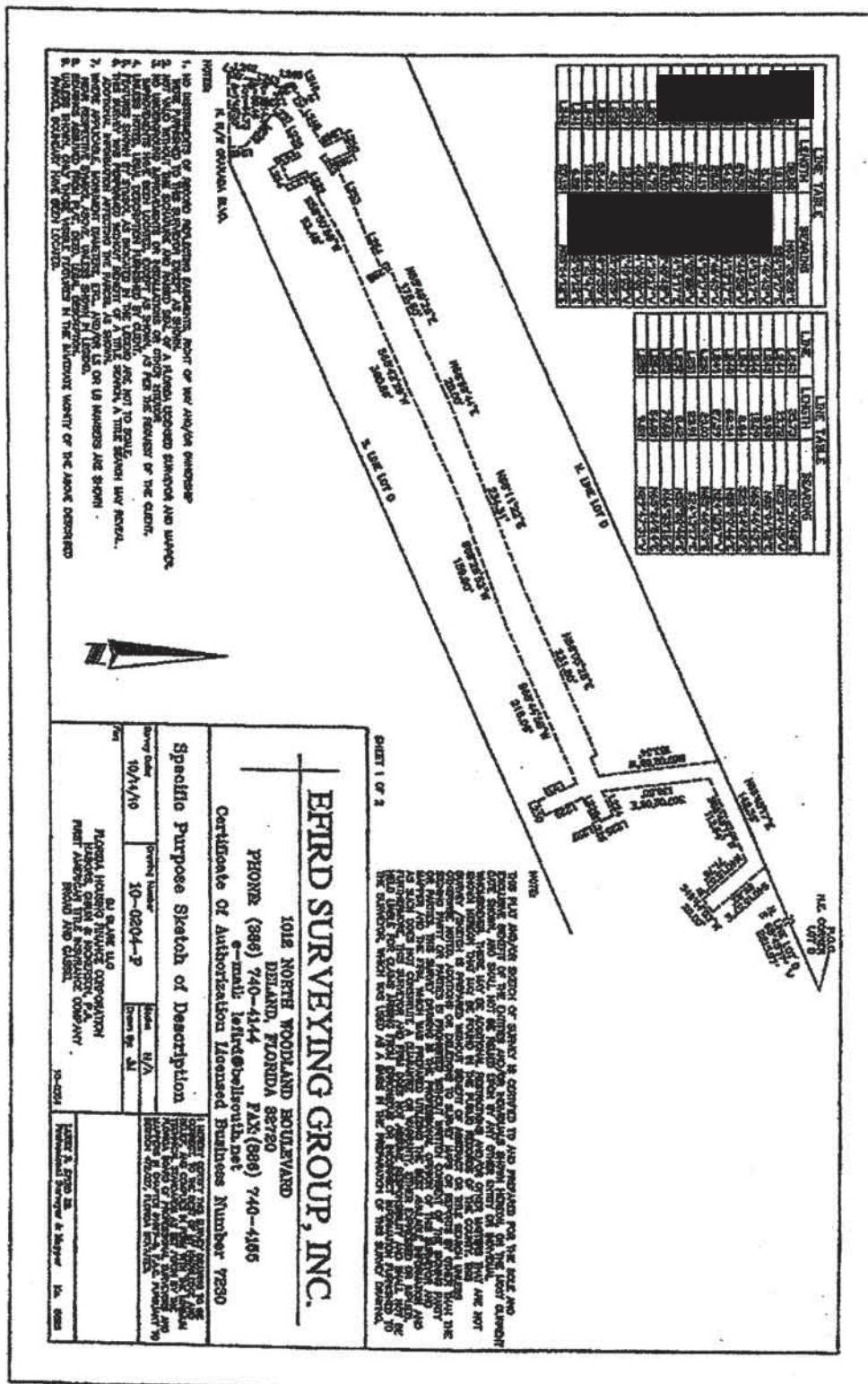
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REPORTING UNIT ELEMENT

[illegible][illegible]

## NOTES

1. NO RESTRICTION OF ACCESS REGARDING ADOPTION, RIGHT OF VISIT AND/OR CONTACTS  
2. NO PROHIBITION TO THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY LIVE  
3. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY WORK  
4. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY TRAVEL  
5. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY STUDY  
6. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN BUSINESS  
7. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN RECREATION  
8. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN SPORTS  
9. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ARTS  
10. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN CULTURAL ACTIVITIES  
11. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN RELIGIOUS ACTIVITIES  
12. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN POLITICAL ACTIVITIES  
13. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN SOCIAL ACTIVITIES  
14. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN COMMUNITY ACTIVITIES  
15. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN VOLUNTARY ACTIVITIES  
16. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN PROFESSIONAL ACTIVITIES  
17. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ACADEMIC ACTIVITIES  
18. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN RESEARCH ACTIVITIES  
19. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN CREATIVE ACTIVITIES  
20. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ARTISTIC ACTIVITIES  
21. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN LITERARY ACTIVITIES  
22. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN MUSICAL ACTIVITIES  
23. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN THEATRAL ACTIVITIES  
24. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN FILM ACTIVITIES  
25. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN TELEVISION ACTIVITIES  
26. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN RADIO ACTIVITIES  
27. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN JOURNALISM ACTIVITIES  
28. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN PUBLISHING ACTIVITIES  
29. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN EDITING ACTIVITIES  
30. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN DESIGN ACTIVITIES  
31. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ARCHITECTURE ACTIVITIES  
32. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ENGINEERING ACTIVITIES  
33. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN SCIENCE ACTIVITIES  
34. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN MEDICINE ACTIVITIES  
35. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN LAW ACTIVITIES  
36. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN BUSINESS ACTIVITIES  
37. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN FINANCE ACTIVITIES  
38. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN MARKETING ACTIVITIES  
39. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN SALES ACTIVITIES  
40. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN MANAGEMENT ACTIVITIES  
41. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN HUMAN RESOURCES ACTIVITIES  
42. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN OPERATIONS ACTIVITIES  
43. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN LOGISTICS ACTIVITIES  
44. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN SUPPLY ACTIVITIES  
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51. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN WHOLESALE ACTIVITIES  
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54. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN CONSULTANT ACTIVITIES  
55. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ADVISOR ACTIVITIES  
56. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN FACILITATOR ACTIVITIES  
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58. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN NEGOTIATOR ACTIVITIES  
59. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN RECONCILER ACTIVITIES  
60. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN RESOLVER ACTIVITIES  
61. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN TRANSFORMER ACTIVITIES  
62. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN CHANGEMAKER ACTIVITIES  
63. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN INNOVATOR ACTIVITIES  
64. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN VISIONARY ACTIVITIES  
65. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN LEADER ACTIVITIES  
66. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN FOLLOWER ACTIVITIES  
67. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN TEAM MEMBER ACTIVITIES  
68. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN GROUP MEMBER ACTIVITIES  
69. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN ORGANIZATION MEMBER ACTIVITIES  
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77. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN GALAXY MEMBER ACTIVITIES  
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99. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN UNIVERSE MEMBER ACTIVITIES  
100. NO LIMITATION ON THE ADOPTED PARTY AS TO WHERE HE OR SHE MAY ENGAGE IN COSMOS MEMBER ACTIVITIES

**NOTE**

[illegible]**EHIRD SURVEYING GROUP, INC.**

1012 NORTH WOODLAND BOULEVARD  
DELAND, FLORIDA 32730  
PHONE (386) 740-4144 FAX (386) 740-4166  
e-mail: [left@bellouth.net](mailto:left@bellouth.net)  
Certificate Of Authorization Licensed Business Number 7230

## Specific Purpose Sketch of Description

[illegible]



Instrument# 2010-215687 # 22  
Book: 6540  
Page: 3495

DESERTION COMPENSATION STORAGE FUND F2 &  
NORTH COMPENSATION STORAGE AREA

[illegible][illegible]

## NOTES

[illegible]

NOTES:

[illegible]

Sheet 2 of 2

**EFIRD SURVEYING GROUP, INC.**

1012 NORTH HODLAND BOULEVARD

DELAND, FLORIDA 92720

PHONE: (386) 740-4144 FAX: (386) 740-4155

e-mail: [kerrd@bellmouth.net](mailto:kerrd@bellmouth.net)

Authoritative Licensed Business Number 7230

### Specific Purpose Sketch of Description

Survey Date	8/18/10	Crews Number	10000000	Scale	N/A
				Drawn By	AM

**BJ BLARE LTD**  
FLORIDA HOUSING FINANCE CORPORATION  
NABORS, ORLEN & HICKERSON, P.A.  
FIRST AMERICAN TITLE INSURANCE COMPANY  
BROAD AND CASSEL

1D-070

17

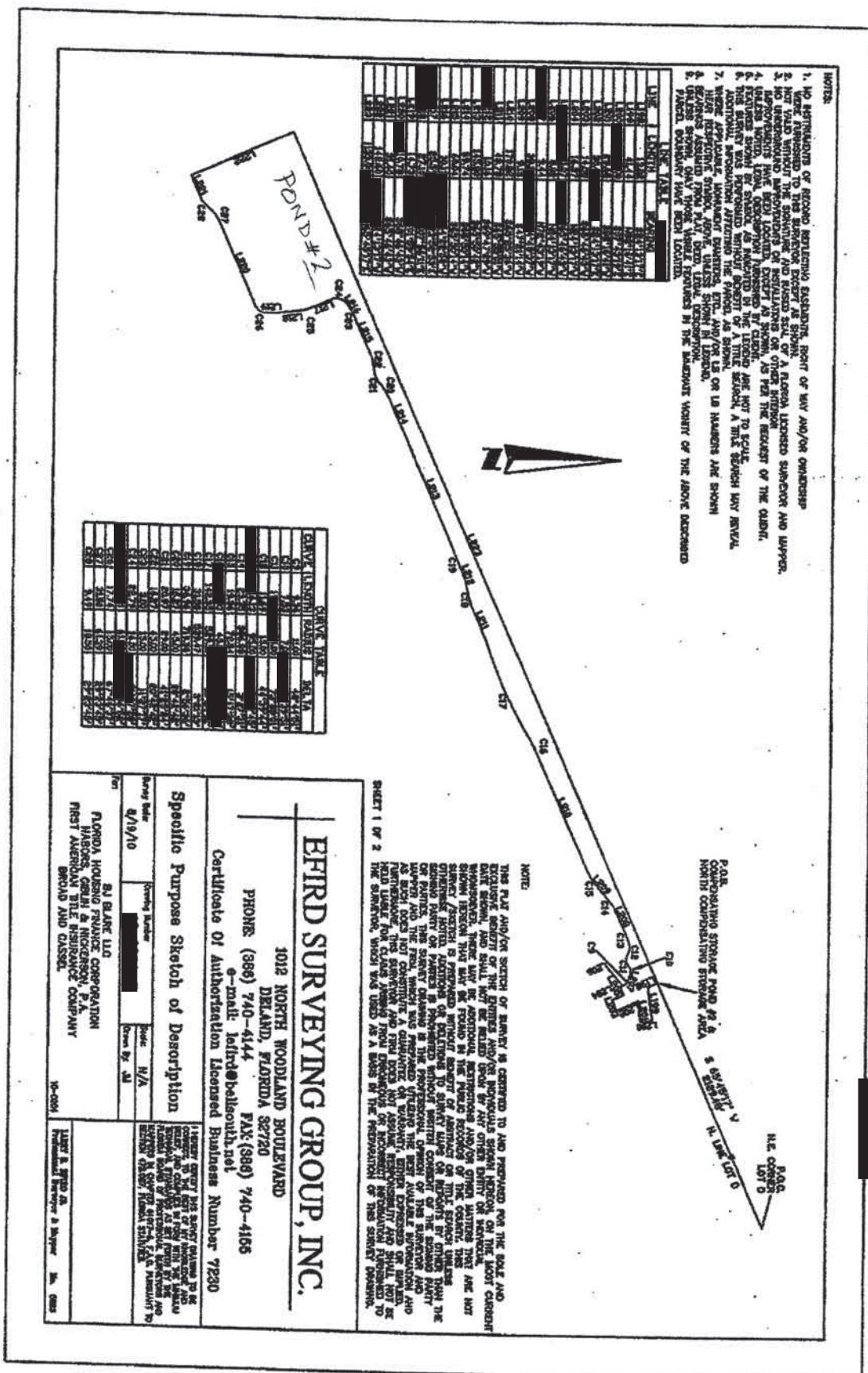
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Instrument# 2010-215667 # 23  
Book: 6540  
Page: 3496





Instrument# 2013-161132 # 113  
Book : 6897  
Page : 988

EXHIBIT D-4

Instrument# 2013-161132 # 114  
Book: 6897  
Page: 989

09/09/2011 02:53 PM  
Instrument# 2011-152821 # 1  
Book: 6630  
Page: 2781

ASSIGNMENT OF EASEMENTS

Re: 775 w Granada Blvd., Ormond Beach, FL 32174

1. The undersigned, B.J. Blare, LLC, a Florida limited liability company, "Seller", hereby assigns/transfers to Arian Development, LLC, a Florida limited liability company, "Buyer", its rights, title and interest to the following easements:

The Temporary Construction and Fill Easement Agreement between B.J. Blare, LLC a Florida limited liability company and Olive Grove Apartments Limited Partnership, a Florida limited partnership, dated November 22, 2010, recorded November 30, 2010, in Official Records Book 6540, Page 3447;

Ingress and Egress Access Easement Agreement between Olive Grove Apartments Limited Partnership, a Florida limited partnership and B.J. Blare, LLC, a Florida limited liability company, dated November 22, 2010, recorded November 30, 2010, in Official Records Book 6540, Page 3465;

Drainage Easement Agreement between Olive Grove Apartments Limited Partnership, a Florida limited partnership and B.J. Blare, LLC a Florida limited liability company, dated November 22, 2010, recorded November 30, 2010, in Official Records Book 6540, Page 3474;

Temporary Construction Easement Agreement between B.J. Blare, LLC a Florida limited liability company and Olive Grove Apartments Limited Partnership, a Florida limited partnership, dated April 15, 2011, and recorded April 26, 2011, in Official Records Book 6585, Page 4813;

By signing below, Buyer agrees to be bound by and comply with, any and all obligations of assignor referenced therein.

2. B.J. BLARE, LLC, a Florida limited liability company, its successors and assigns, agrees to grant a permanent easement to the City of Ormond Beach for said water lines and other utilities in form required by the City of Ormond Beach located along Granada Boulevard as described in the Temporary Constructions Easement Agreement recorded April 26, 2011 in O.R. Book 6585, Page 4813, Public Records of Volusia County, Florida.

Arian Development, LLC

By: Aram Khazraee

Aram Khazraee, Managing Mbr

Dated 9-2-11

B.J. BLARE, LLC

By: Fred B. Share

Fred B. Share, Managing Mbr

Dated 9/2/11



Instrument# 2013-161132 # 115  
 Book: 6897  
 Page: 990

Instrument# [REDACTED] # 2  
 Book: 6630  
 Page: 2782  
 Diane M. Matousek  
 Volusia County, Clerk of Court

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of September, 2011 by Aram Khazaree, as Managing Member of Arian Development, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Katherine E. Phillips*

Notary Public

My commission expires:



STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of September, 2011 by Fred B. Share, as Managing Member of B.J. BLARE, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Tami Jo Chinn*

Notary Public

My commission expires:



Drafted By:

Fred B. Share, Esquire

P.O. Box 250784

Holly Hill, FL 32125-0784

Instrument# 2013-161132 # 116  
Book : 6897  
Page : 991

EXHIBIT D-5



Work Request No. 4626095Sec. 41, Twp 14 S, Rge 32 EParcel I.D. 41-14-32-01-08-0060  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 8/11

**UNDERGROUND EASEMENT  
(BUSINESS)**

This Instrument Prepared By

Name: Brad Harris  
Co. Name: FPL  
Address: 5910 E Highway 100  
Palm Coast, FL 32184

pg 1 of 3.

02/05/2013 10:41 AM

Doc stamps .70

(Transfer Amt \$ 10)

Instrument# 2013-023053 # 1

Book: 6814Page: 3759

Instrument# 2013-161132 # 117

Book: 6897Page: 992

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 31, 2013.

Signed, sealed and delivered in the presence of:

Amanda King  
(Witness Signature)

Print Name: Amanda King  
(Witness)

Marge Benken  
(Witness Signature)

Print Name: Marge Benken  
(Witness)

ARIAN DEVELOPMENT LLC

By: Aram KhazraeePrint Name: Aram KhazraeePrint Address: 1414 W. Granada Blvd. Ste 1  
Ormond Beach, FL 32174

STATE OF FL AND COUNTY OF Volusia. The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2013, by Aram Khazraee, the Managing Member of Arian Development, LLC a Florida Limited Liability Corporation who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

My Commission Expires:



AMANDA KING  
MY COMMISSION # EE 200887  
EXPIRES: October 20, 2016  
Bonded Three Budget Notary Services

Notary Public Signature

Print Name

Amanda King



STATE OF FLORIDA, VOLUSIA COUNTY  
I HEREBY CERTIFY the foregoing is a true copy  
of the original filed in this office. This

5th day of February 2013

Clerk of Circuit and County Court

By: Suzanne Stewart

Deputy Clerk



# EXHIBIT - A EASEMENT AREA

## LEGAL DESCRIPTION:

A PORTION OF LOT D, GRANT LOT 8 1/2 AND A PORTION OF OLD TOMOKA ROAD, AND A PORTION OF LOT E, GRANT LOT 8 V2 LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY OF GRANADA BOULEVARD (A 100 FOOT RIGHT-OF-WAY) AND LYING EASTERLY OF OLD KINGS ROAD (A 50 FOOT RIGHT-OF-WAY) AND WESTERLY OF ORCHARD LANE (A 20 FOOT RIGHT-OF-WAY) BEING IN A SUBDIVISION OF LOTS 1-14, HENRY YONGE GRANT, AS PER MAP OR PLAT RECORDED IN MAP BOOK 2, PAGE 118, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT D; THENCE S 65°45'17" W, A DISTANCE OF 3295.40 FEET; THENCE S 24°13'17" E, A DISTANCE OF 144.10 FEET; THENCE S 65°46'43" W, A DISTANCE OF 43.37 FEET; THENCE S 05°04'12" W, A DISTANCE OF 78.30 FEET; THENCE S 35°04'12" W, A DISTANCE OF 6.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GRANADA BOULEVARD (STATE ROAD 40) AND THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE LEFT, HAVING A RADIUS OF 2914.93 FEET AND CENTRAL ANGLE OF 1°34'49"; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 87°05'45" W, 80.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 86°17'49" WEST, A DISTANCE OF 41.63 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, S86°17'49"W A DISTANCE OF 13.23 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N37°10'22"E A DISTANCE OF 25.00 FEET;

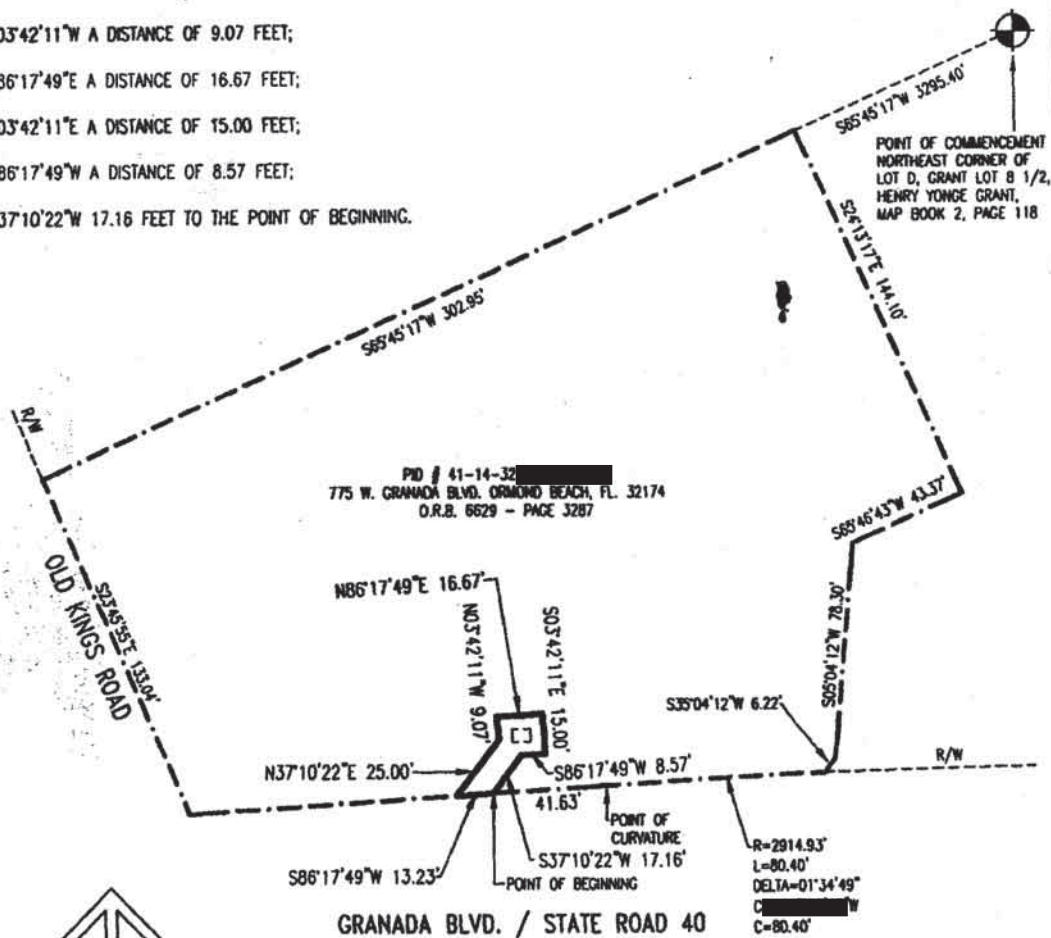
N03°42'11"W A DISTANCE OF 9.07 FEET;

N86°17'49"E A DISTANCE OF 16.67 FEET;

S03°42'11"E A DISTANCE OF 15.00 FEET;

S86°17'49"W A DISTANCE OF 8.57 FEET;

S37°10'22"W 17.16 FEET TO THE POINT OF BEGINNING.



## GENERAL NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARING REFERENCED TO OVERALL LEGAL DESCRIPTION PER O.R.B. 6629, PAGE 3287.

## SKETCH &amp; LEGAL DESCRIPTION

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #0005

DATE: 1-25-13

## LEGEND / ABBREVIATIONS

R/W	RIGHT OF WAY
ASPH.	ASPHALT
PLAT	PLAT DATA
F.M.	FIELD MEASURED
FND.	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
CONC.	CONCRETE
TYP.	TYPICAL
S/W	SIDEWALK
F.F.E.	FINISHED FLOOR ELEVATION
NR	NON-RADIAL
N.D.	NAIL & DISC
ONE	AERIAL UTILITIES

## CULLUM LAND SURVEYING INC.

GREGG S. CULLUM  
PROFESSIONAL SURVEYOR & MAPPER #5095  
LICENSED BUSINESS #7129  
5889 S. WILLIAMSON BLVD.  
SUITE 205  
PORT ORANGE, FLORIDA 32128  
386-761-7666  
606-196-988 (VA)

CL S

PREPARED FOR: ARIAN DEVELOPMENT LLC

NOT VALID UNLESS SIGNED BY A PROFESSIONAL SURVEYOR AND MAPPER AND SEALED WITH AN EMBOSSED SEAL

JOB #: 2012-328

DATE: 01/25/13

SCALE: 1" = 60'

DRAWN BY: GSC

CHECKED BY: GSC

FIELD BOOK/PAGE: N/A

SHEET 1 OF 1

Instrument# 2013-023053 # 2 Diane M. Matousek  
Book: 6814  
Page: 3760  
Volusia County, Clerk of Court



Instrument# 2013-161132 # 119  
Book : 6897  
Page : 994

EXHIBIT D-6

Instrument# 2013-161132 # 120  
Book: 6897  
Page: 995

02/27/2012 02:44 PM  
Doc stamps .70  
(Transfer Amt \$ 10)  
Instrument# 2012-034148 # 1  
Book: 6684  
Page: 802

Prepared By and Return To:  
Diane D. Karst, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

**UTILITY AND ACCESS EASEMENT**


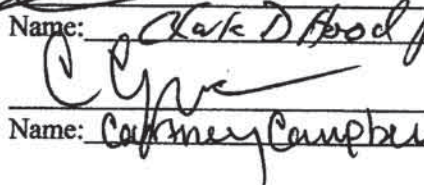
**KNOW ALL MEN BY THESE PRESENTS:** That **ARIAN DEVELOPMENT, LLC**, a Florida limited liability company, whose post office address is 1414 W. Granada Blvd., Suite A, Ormond Beach, FL 32174, as Grantor, in consideration of ten dollars (\$10.00) and other valuable consideration receipt whereof is hereby acknowledged, do hereby grant and convey unto the **CITY OF ORMOND BEACH**, a Florida municipal corporation, as Grantee, and its successors and assigns, a perpetual and non-exclusive easement for utility and access purposes over and upon that real property situate in Ormond Beach, Volusia County, Florida, and legally described as follows:

*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.*

**TO HAVE AND TO HOLD** the same unto the said Grantee and its successors and assigns, together with the right to enter upon said lands to construct and to maintain any and all utilities thereon and thereunder, together with all such incidents which the said Grantee may deem necessary or convenient in connection therewith; provided, however, Grantee shall restore the property to its prior condition after any such improvement or repair.

**IN WITNESS WHEREOF**, said Grantor has hereunto set his hand and seal this  
19 day of JAN, 2012.

**ARIAN DEVELOPMENT, LLC**, a Florida  
limited liability company

  
Name: Clark D. Hood  
  
Name: Courtney Campbell

By:   
Aram Khazraee  
Managing Member



Instrument# 2013-161132 # 121  
Book: 6897  
Page: 996

Instrument# [REDACTED] # 2  
Book: 6684  
Page: 803

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January 2012 by Aram Khazrace, as Managing Member of Arian Development, LLC, a Florida limited liability company, on behalf of the company. He (☒) is personally known to me or (☐) has produced \_\_\_\_\_ as identification.



Tracy M. Mimoso  
Notary Public  
My Commission Expires: \_\_\_\_\_

A.K.

Instrument# 2013-161132 # 122  
Book : 6897  
Page : 997

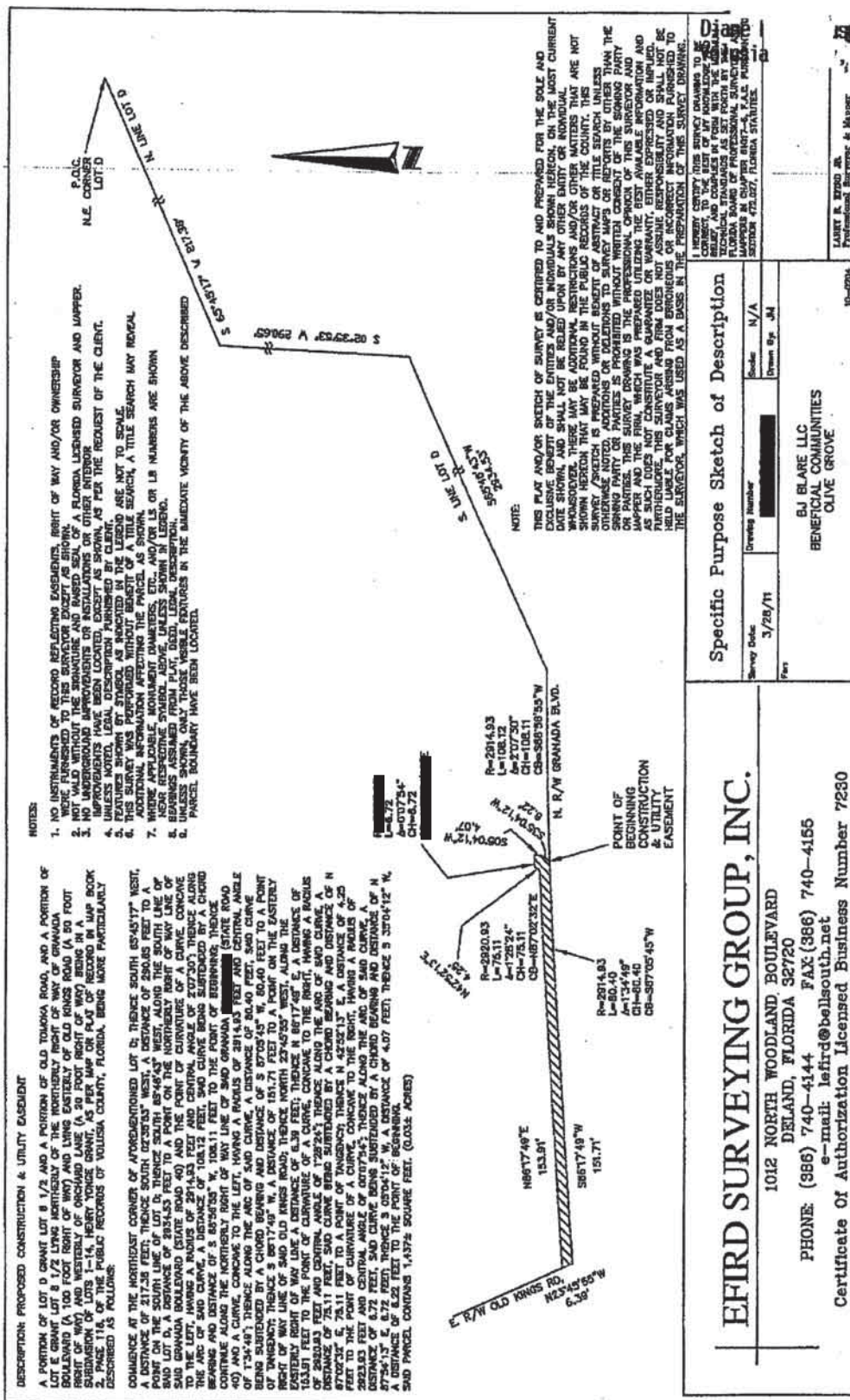
Instrument# 2012-034148 # 3  
Book : 6684  
Page : 804

EXHIBIT "A"

A.K.



Instrument# 2012-034148 # 4  
Book : 6684  
Page : 805  
Diane M. Matusek  
Volusia County, Clerk of Court



## II

## ESTIMATED OPERATING BUDGET

**2013 Estimated Common Area Expenses**  
**Kings Crossing Centre Condominium Association, Inc.**

<u>Description</u>	<u>Annual Cost</u>
Insurance	\$9,000.00
<u>Landscaping:</u>	
Lawn Fertilizing	\$1,200.00
Lawn Mowing/Trimming shrubs	\$3,600.00
<u>Utilities:</u>	
Stormwater Drainage & Fire Line	\$2,400.00
Common area Electricity	\$2,400.00
Pressure Cleaning	\$600.00
Irrigation Repair	\$563.00
Accounting	\$800.00
Legal Fees	\$1,800.00
Administrative Fee	\$2,400.00
<b>Total Operating Expenses:</b>	<b>\$24,763.00</b>

<u>Reserves:</u>	
Roof	\$2,000.00
Parking Lot	\$1,500.00
Maintenance of fire line & stormwater	\$600.00
Signage	\$600.00
Exterior Painting	\$1,000.00
Well, Irrigation Repair	\$800.00
Landscaping Replacement	\$1,000.00
<b>Total Reserves:</b>	<b>\$7,500.00</b>
<b>Total Common Expenses:</b>	<b>\$32,263.00</b>

	<u>Unit Sq. ft.</u>	<u>Total Based on</u>	<u>%</u>	<u>Annual Dues</u>	<u>Qtrly Dues</u>
Unit 101	4,558	11,732	39%	\$12,582.57	\$3,145.64
Unit 102	733	11,732	6%	\$1,935.78	\$483.95
Unit 103	1,340	11,732	11%	\$3,548.93	\$887.23
Unit 104	979	11,732	8%	\$2,581.04	\$645.26
Unit 201	1,443	11,732	12%	\$3,871.56	\$967.89
Unit 202	756	11,732	7%	\$2,258.41	\$564.60
Unit 203	1,923	11,732	17%	\$5,484.71	\$1,371.18
<b>Totals:</b>	<b>11,732</b>		<b>100%</b>	<b>\$32,263.00</b>	

<b>PSF Dues</b> <b>\$2.75</b>
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**Limited Common Elements (2nd Floor):**

Elevator Maintenance	\$4,000.00
HV/AC Maintenance 2nd Floor Lobby	\$122.00
<b>Total Common Expenses:</b>	<b>\$4,122.00</b>

	<u>Unit Sq. ft.</u>	<u>Total Based on</u>	<u>%</u>	<u>Annual Dues</u>	<u>Qtrly Dues</u>
Unit 201	1,443	4,122	35%	\$1,442.70	\$360.68
Unit 202	756	4,122	18%	\$741.96	\$185.49
Unit 203	1,923	4,122	47%	\$1,937.34	\$484.34
<b>Totals:</b>	<b>4,122</b>		<b>100%</b>	<b>\$4,122.00</b>	

<b>PSF Dues</b> <b>\$1.00</b>
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### **III. ORGANIZATIONAL ACTION**

#### **KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC.**

#### **BOARD OF DIRECTORS ACTION BY CONSENT**

##### **III. Organizational Action**

The undersigned, being all of the subscribers of the Articles of Incorporation and members of the Board of Directors of Kings Crossing Centre Condominium Association, Inc. (the "Association"), hereby consent to the following action by the Board of Directors of the Association and instruct the Secretary of the Association to enter this written consent in the minute book of the Association:

1. The Articles of Incorporation are hereby ratified and approved and the Secretary is instructed to insert in the minute book of the Association the Certificate of Incorporation upon issuance by the Department of State, said Articles having an effective date of:

July 12, 2012.

2. It is hereby acknowledged that the Board of Directors of the Association consists of Aram Khazraee, Jeffrey C. Sweet and Pantea Khazraee, who were designated as initial members of the Association's Board of Directors in the Association's Articles of Incorporation.

3. By-Laws for the government of the Association and for the regulation and management of its affairs, attached hereto as Exhibit "C" and made a part hereof, are hereby approved and adopted by the Board of Directors, and the Secretary of the Association is instructed to insert a copy of the same in the minute book of the Association immediately following the Certificate of Incorporation.

4. Pursuant to the Articles of Incorporation and the By-Laws of the Association, the Board of Directors shall consist of three (3) Directors unless and until such number of Directors shall be changed in accordance with the Association's By-Laws.

5. The following officers of the Association are elected to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified or until their resignation or removal pursuant to the By-Laws of the Association:

President -

Aram Khazraee

Secretary/Treasurer -

Pantea Khazraee

6. Aram Khazraee is appointed as Agent for the Association on whom process may be served as required by the Statutes of the State of Florida. The street address of the above agent for this Association is designated as the office for service of process upon the Association.

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The President of the Association is directed to designate any necessary successor agents for service of process and the Secretary of the Association is directed to file the names and street addresses of any new agents with the Department of State, Tallahassee, Florida.

7. The estimated annual budget, attached hereto as and made a part hereof, is hereby approved and adopted as the Annual Budget of the Association.

8. A seal consisting of two concentric circles with the words "KINGS CROSSING CENTRE CONDOMINIUM ASSOCIATION, INC." between the circles and "Corporate Seal" in the center is hereby adopted as the official seal of the Association and the Secretary is instructed to affix the seal as adopted immediately below this paragraph.

9. A standard form of banking resolution authorizing the establishment of an open deposit account with Reunion Bank is hereby adopted and the Secretary is instructed to place, a copy thereof in the minute book of the Association and to furnish an executed copy thereof to said Bank.


10. The fiscal year of the Association shall end on December 31 of each year beginning with the year ended December 31, 2012.

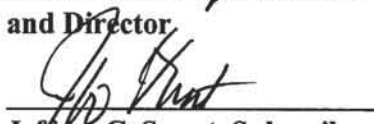
11. To protect the Association from loss in the event of casualty or accident, the officers of the Association are authorized and directed to obtain such insurance policies as the Board of Directors may, from time to time, deem advisable.

Execution of this document by the undersigned, being all of the subscribers of the Articles of Incorporation and members of the Board of Directors, pursuant to Section 607.134 and Section 617.002 of the Florida Statutes, and the subsequent insertion of this document in this minute book of the Association, waives any requirement of a formal meeting of the Board of Directors to conduct the business referred to herein.

DATED as of this 14<sup>th</sup> day of August, 2013.

  
Aram Khazraee, Subscriber  
and Director

  
Pantea Khazraee, Subscriber  
and Director

  
Jeffrey C. Sweet, Subscriber  
and Director



IV

SIGN ALLOCATION DESIGNATION

The Developer reserves the right to designate all exterior free standing signage and to change or modify exterior signage for so long as Developer owns any units in the Condominium. After a Unit Owner (not a Tenant) secures signage from the Developer, that signage cannot be modified without the Unit Owner's express written consent. At the time of recording, the only designated signage is to Reunion Bank, Unit 101. However, this signage may be amended for so long as Reunion Bank is a Tenant. The present location of Reunion Bank's sign and the remaining sign locations are depicted on the attached diagram.

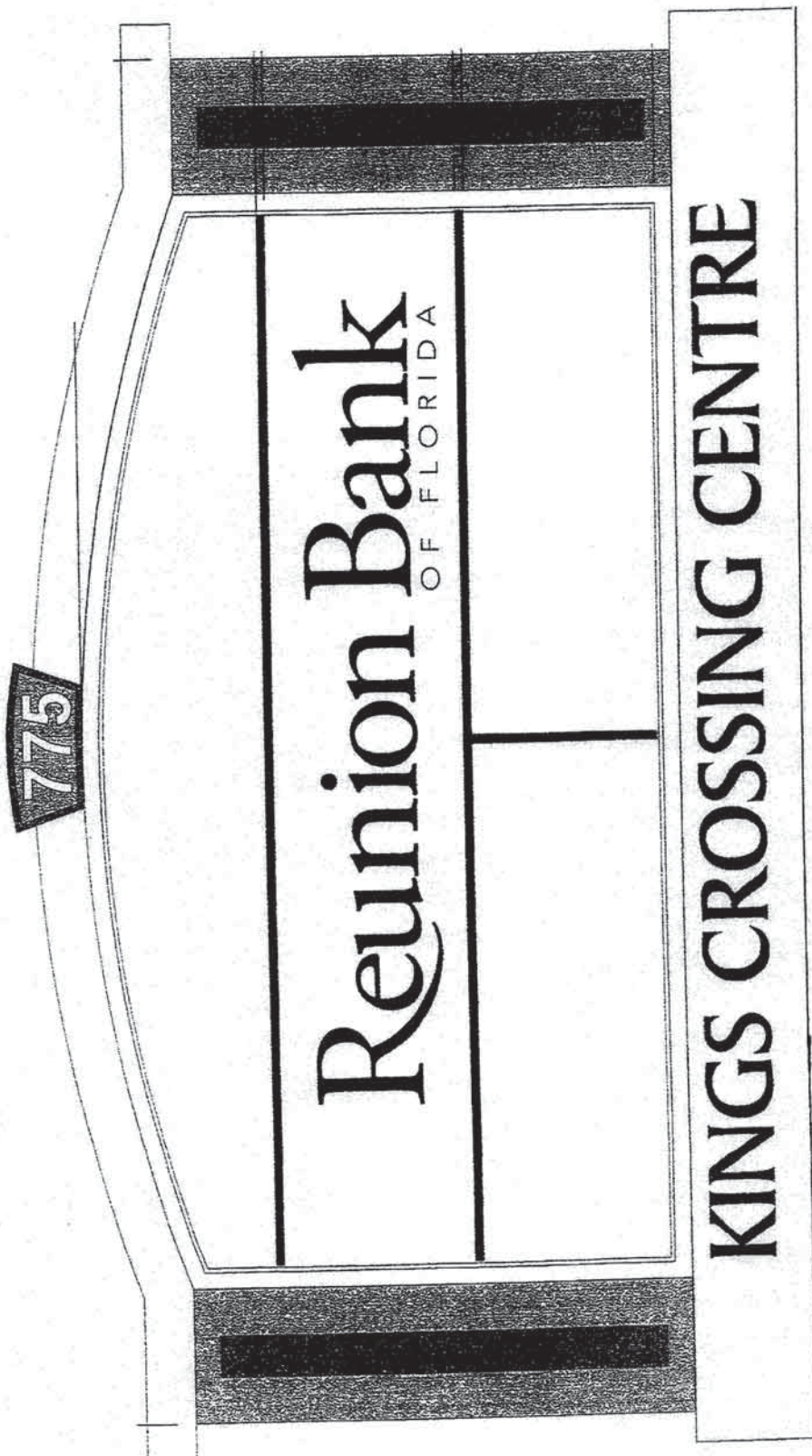
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SOUTH WEST CORNER SIGN



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Diane M. Matousek  
Volusia County, Clerk of Court



South East Corner Sign