

THIS INSTRUMENT WAS PREPARED BY: *✓*

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1964

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TO DECLARATION OF CONDOMINIUM
OF
BANANA BAY, A CONDOMINIUM

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This instrument prepared by Curtis R. Mosley, Esq. of the Law Offices of Wolfe, Kirschenbaum, Caruso, Mosley, Scott & Kabboord, P.A., at Office Box 757, Cocoa Beach, Florida 32931

DECLARATION OF CONDOMINIUM

OF

BANANA BAY, A CONDOMINIUM

WONDERVIEW DEVELOPMENT CORP., hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium apartment ownership for BANANA BAY, A CONDOMINIUM, consisting of real property and improvements thereon as hereinafter described.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

I

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the City of Cocoa Beach, County of Brevard and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEET 1 OF EXHIBIT "B" ATTACHED HERETO

and on which property the Developer owns one (1) two-story apartment building containing a total of four (4) apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM, hereinafter referred to as the "condominium".

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the Bylaws and Articles of Incorporation of BANANA BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of three (3) pages and Exhibit "B" consisting of nine (9) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 2, of Exhibit "A" attached to this Declaration of Condominium.

It is anticipated that the condominium project will be expanded by the addition of twenty-one (21) two-story buildings and two (2) four-story buildings containing a total of one hundred thirty-two (132) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. Phase Two shall consist of Building 2, Phase Three, Building 3, Phase Four, Building 4, Phase 5, Building 5, Phase Six, Building 6, Phase Seven, Building 7, Phase Eight, Building 8, Phase Nine, Building 9, Phase Ten, Building 10, Phase Eleven, Building 11, Phase Twelve, Building 12, Phase Thirteen, Building 13, Phase Fourteen, Building 14, Phase Fifteen, Building 15, Phase Sixteen, Building 16, Phase Seventeen, Building 17, Phase Eighteen, Building 18, Phase Nineteen, Building 19, Phase Twenty, Building 20, Phase Twenty-one, Building 21, Phase Twenty-two, Building 22, Phase Twenty-three, Building 23 and Phase Twenty-four, Building 24, which are described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phases Two through Twenty-four is located is more particularly described as follows, to-wit:

SEE SHEETS 1 THROUGH 8 OF EXHIBIT "B" ATTACHED HERETO

Initially, each unit owner will own an undivided one-fourth (1/4) share in the common elements. Phases Two through Twenty-two have four (4) units each and Phases Twenty-three and Twenty-four have thirty (30) units each. As each phase from Two through Twenty-two is added, each unit owner's share in the common elements will be decreased proportionately. For example, when Phase Two is added, each unit owner will own an undivided one-eighth (1/8) share in the common elements; when Phase Three is added, the share will be one-twelfth (1/12), et cetera.

The recreational areas and facilities to be owned as common elements by all unit owners are described in Exhibit "B" attached hereto. There are no recreational facilities in Phase One.

Initially, there shall be a total of four (4) votes to be cast by the owners of the condominium units. The total vote of the condominium shall be increased by one (1) vote per unit as Phases Two through Twenty-four are added. For example, when Phase Two is added, the total vote shall be increased to eight (8); when Phase Three is added, the total vote will be twelve (12), et cetera. The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If any phase is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in the paragraph. The unit owners and occupants of Phase One shall have a non-exclusive easement to the recreational facilities, walks, terraces, paved driveways and other common property from and to the public highway bounding the condominium complex with all the occupants of Phases Two through Twenty-four until such time as Phases Two through Twenty-four are added. In the event any phase is not added, the unit owners and occupants of Phase One shall continue to have a non-exclusive easement with the occupants of Phases Two through Twenty-four. The Developer or the Association after turnover shall charge the occupants of any phase that is not added a reasonable fee for the use of the recreational facilities in the condominium to defray the expense of maintenance and upkeep of said facilities until such time as such phase is added. The failure of an occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The unit owners shall not be charged a fee to use the recreational facilities in phases that are not added. It is not the intention of the Developer to construct rental units; however, it may be necessary for the Developer to rent units in a phase that has not been added to the condominium on a temporary basis in the event of an economic recession or during times when permanent financing is not available or for other reasons beyond the Developer's control.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phase One. It is anticipated that all construction will be completed by December, 1981.

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III

OWNERSHIP OF APARTMENTS AND APPURTENANT
SHARE IN COMMON ELEMENTS AND COMMON
SURPLUS, AND SHARE OF COMMON EXPENSES

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided one-fourth (1/4) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-fourth (1/4) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one (1) integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over walks, terraces and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to BANANA BAY CONDOMINIUM ASSOCIATION, INC., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-fourth (1/4).

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS,
AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", Sheet 4, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plan.

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There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and site plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are four (4) carports and four (4) parking spaces, the boundaries of which are more specifically shown in Exhibit "A" attached hereto, which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports and parking spaces are hereby made limited common elements.

The balconies and the fenced area adjacent to the units as shown in Exhibit "A" are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner.

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartments, limited common elements and common elements and easements of support in every portion of an apartment which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of the apartments.

There are located on the common grounds of the condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

V

ADMINISTRATION OF CONDOMINIUM BY
BANANA BAY CONDOMINIUM ASSOCIATION, INC.

The operation and management of the condominium shall be administered by BANANA BAY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association".

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as well as all the powers and duties set forth in the Condominium Act. True and correct copies of the Articles of Incorporation and the Bylaws are attached hereto, made a part hereof, and marked Exhibit "C" and Exhibit "D", respectively.

VI

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of four (4) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Administration of the corporation who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium

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unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

VII

COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall adopt annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limitation the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of one-fourth (1/4) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first (1st) day of each month.

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least seventy-five (75%) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid. The Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty-Five and No/100 Dollars (\$25.00) on payments more than ten (10) days late.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of said lien. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the

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party making payment the of shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

Notice of Contest of Lien

To: BANANA BAY CONDOMINIUM ASSOCIATION, INC.
200 South Banana River Boulevard
Cocoa Beach, Florida 32931

You are notified that the undersigned contests the claim of lien filed by you on _____, and recorded in Official Records Book _____ at Page _____, of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this _____ day of _____, 19____.

Signed: _____
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessment in the manner a mortgage or real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested addressed to the unit owner. If after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Section 718.116(4).

If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

The provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof.

The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgage of records and shall not be restricted to the first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

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Any unit owner has a right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the corporation shall interfere with the sale of such apartments.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the date of any unpaid assessment.

The Association may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the proportion set out hereinabove, and shall in no event exceed three (3) months' assessment. The owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen (15%) percent or more of the units, the unit owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units, or when all of the units have been completed and some of them have been sold and none of the others are being offered for sale in the ordinary course of business, whichever shall occur first.

A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is an owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor.

VIII

INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

a. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association and the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

b. The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Administration such insurance may be carried on not less than full insurable value basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection for the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The Association may carry such other insurance, or obtain such other coverage as the Board of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the Association as an operating expense.

d. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the owners and the mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of twenty-five percent (25%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and all first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, (1) obtaining a construction loan from other sources, (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to this Declaration.

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e. Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least seventy-five (75%) of the apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon and fixed and sliding glass doors.

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, but excluding sliding glass doors and screens windows and screens, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the corporation's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the apartment owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is an apartment owner's responsibility to maintain.

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for the maintenance and repair.

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The corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc, at any time without the written consent of the Association.

X

USE RESTRICTIONS

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. Each two-bedroom unit is hereby restricted to no more than four (4) occupants, two (2) of whom may be under twelve (12) years of age.

b. The apartment may be rented provided the occupancy is only by one (1) lessee and members of his immediate family, guests and his servants. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. The minimum rental period shall not be less than thirty (30) days. Subleasing of apartments is prohibited.

c. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or use of the common elements that will increase the cost of insurance upon the condominium property.

d. No immoral, improper, offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

e. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and Bylaws.

f. The Board of Administration or the agents and employees of the Association may enter any unit at reasonable times for the purpose of maintenance, inspection, repair and replacement of the improvements within units or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the Bylaws of the Association.

g. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This subparagraph g. shall not apply to the Developer and/or institutional first mortgagees.

h. An owner shall not place or cause to be placed in the walkways or in or on any other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

i. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.

j. It is prohibited to dust rugs, etc. from windows or to clean rugs, etc. by beating on the exterior of the project.

k. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including but not limited to trucks, motorcycles, trailers, and boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

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1. Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the corporation shall interfere with the sale of such apartments. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model apartments, the showing of the property, and the display of signs.

m. One (1) pet shall be allowed to be kept in the owner's unit, however, the pet shall not exceed thirty (30) pounds in weight, and the pet must be kept on a leash on the condominium grounds and it shall not create a nuisance.

XI

LIMITATIONS UPON RIGHT OF OWNER TO
ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY
ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of seventy-five percent (75%) of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one hundred fifteen percent (115%) of the current regular annual assessment, unless prior written consent is received from seventy-five percent (75%) of the voting members.

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least seventy-five percent (75%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest individual member of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

XIV

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning seventy-five (75%) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the Association all of said unit owners' right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by specific performance in a court of equity.

The Board of Administration of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof; to-wit:

AN UNDIVIDED ONE-FOURTH

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one (1) person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XV

ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of

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settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XVI

ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the Association of the names of any party holding a mortgage upon any apartment and the name of all lessees in order that the Association may keep a record of same.

XVII

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XVIII

REAL PROPERTY TAXES DURING
INITIAL YEAR OF CONDOMINIUM

In the event that during the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XIX

RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the Association. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, 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 an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

In any action brought against an apartment owner by the Association for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or Bylaws of the corporation, the Association shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

XX

WAIVER

The failure of the Association, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the Bylaws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

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No breach of any of the provisions contained herei. shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXI

CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXII

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXIII

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

XXIV

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court, and in any supplemental proceedings and appellant proceedings pursuant thereto, the prevailing party shall be entitled to attorney's fees for said proceedings subsequent to final judgment as the appropriate judicial body may award.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 22nd day of October, A.D. 1980.

Signed, sealed and delivered
in the presence of:

WONDERVIEW DEVELOPMENT CORP.

Donna M. Haniewski

By: William M. Young (SEAL)
President

Cynthia J. Moist

ATTEST:
[Signature]
Secretary

Donna M. Haniewski

Cynthia J. Moist

STATE OF FLORIDA :
COUNTY OF BREVARD:

I HEREBY CERTIFY, That on this 22nd day of October A.D. 1980, before me personally appeared William M. Young and R. Steve Gray, President and Secretary respectively of WONDERVIEW DEVELOPMENT CORP., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Cocoa Beach, in the County of Brevard and State of Florida, the day and year last aforesaid.

My Commission Expires:

3-7-84

Cynthia J. Moist
Notary Public, State of Florida

AMENDMENT TO DECLARATION OF CONDOMINIUM

BREVARD COUNTY, FLORIDA

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, pursuant to the authority reserved in Article XIII of the Declaration of Condominium and the Florida Condominium Act hereby amends the Declaration of Condominium establishing BANANA BAY, a Condominium as recorded in Official Records Book 2264, Page 0240 of the Public Records of Brevard County, Florida and all other amendments thereto, as follows:

Amend Article II by adding the following:

No additional property may be added to the existing condominium without the prior written consent of each of HUD, VA, and FNMA that holds, insures or guarantees any mortgage in such existing condominium at the time such property is to be added.

All improvements on the property to be added shall be substantially completed before such property is added to the existing condominium.

Liens arising in connection with the Developer's ownership of, and construction of improvements upon, the property to be added shall not adversely affect the rights of existing unit owners, or the priority of first mortgages on units in the existing condominium property. All taxes and other assessments relating to such property, covering any period prior to the addition of the property, shall be paid or otherwise satisfactorily provided for by the Developer.

If FNMA holds any mortgage in the existing condominium at the time additional property is to be added, FNMA must be furnished with title evidence, in a form satisfactory to it, which discloses any lien, easement or other encumbrance affecting the property to be added or which will affect the existing condominium property after such addition.

Delete Article V in its entirety and substitute the following therefor:

V

ADMINISTRATION OF CONDOMINIUM BY
BANANA BAY CONDOMINIUM ASSOCIATION, INC.

The operation and management of the condominium shall be administered by BANANA BAY CONDOMINIUM ASSOCIATION, INC., a corporation for for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association".

The Association shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the declaration, by-laws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers current copies of the declaration, by-laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

The Association, upon written request from any of the agencies or corporations which have an interest or prospective interest in the condominium, shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and By-laws of the Association. True and correct copies of the Articles of Incorporation and the By-laws are attached herto, made a part hereof, and marked Exhibit "C" and Exhibit "D", respectively.

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PREPARED BY: DONNA M. WANIEWSKI, ESQUIRE

Return to: WOLFE, KIRSCHENBAUM, CARUSO, MOSLEY
AND KASBOORD, P.A., POST OFFICE
BOX 757, COCOA BEACH, FL 32931

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PROPERTY TAXES	_____
STATE INDEMNITY TAXES	_____
LOCAL INDEMNITY TAXES	_____
STAMP TAXES, SHERIFF	_____

Florida Department of Finance

Delete Article VI in its entirety and substitute the following therefor:

VI

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be fifty-two votes (52) to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. If a corporation owns a unit then the secretary shall file with the Association the name of the designated voter who shall be entitled to cast the vote on behalf of the corporation until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the association shall be controlled and governed by the Board of Administration of the association who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the association. Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

The owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration: (a) Three years after fifty (50%) percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (b) One hundred twenty (120) days after the date by which seventy-five (75%) percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (c) Five (5) years from the date of the first conveyance to a unit purchaser; (d) Three months after ninety (90) percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (e) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; and (f) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall occur first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the condominium operated by the association.

In Article VII, delete the next to last paragraph on Page 7, as recorded in Official Records Book 2264, Page 0246 in its entirety, add the following paragraph to Article VII, to wit:

"Each initial purchaser shall make a contribution at the time of closing to the Association's working capital fund in an amount not less than the unit's maintenance assessment for two months as set forth in the annual budget. This contribution shall not be considered advance maintenance but shall be considered a one time working capital contribution".

Delete Article VIII in its entirety and substitute the following therefor:

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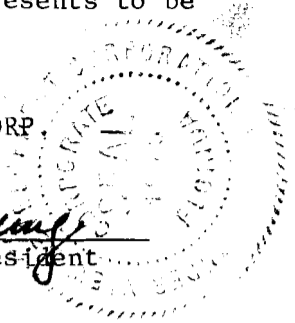
By its execution of this amendment BANANA BAY CONDOMINIUM ASSOCIATION, INC. joins in and consents to this amendment and signifies its approval of the amendment as being in the best interests of the unit owners.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 21st day of July, 1983.

Signed, sealed and delivered
in the presence of:

WONDER VIEW DEVELOPMENT CORP.

By: William M. Young
William M. Young, President



STATE OF FLORIDA:
COUNTY OF BREVARD:

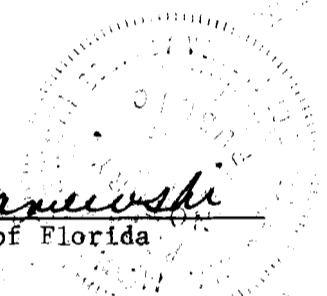
I HEREBY CERTIFY, that on the 21st day of July, 1983, before me personally appeared William M. Young, President, of WONDER VIEW DEVELOPMENT CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 21st day of July, 1983.

Notary Public, State of Florida

My Commission expires: My Commission Expires June 27, 1987
Bonded By American Fire & Casualty Company

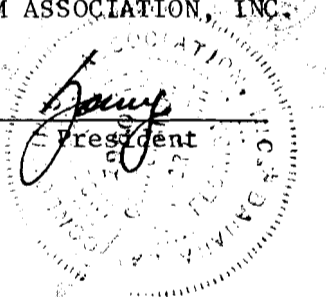
Monna M. Stancowski
Notary Public, State of Florida



Signed, sealed and delivered
in the presence of:

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

By: William M. Young
President



STATE OF FLORIDA:
COUNTY OF BREVARD:

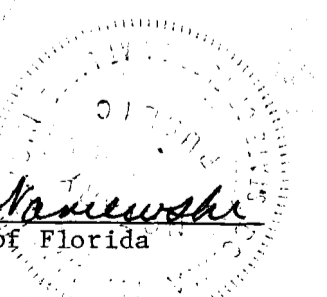
I HEREBY CERTIFY, that on the 21st day of July, 1983, before me personally appeared William M. Young, President, of BANANA BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 21st day of July, 1983.

Notary Public, State of Florida

My Commission expires: My Commission Expires June 27, 1987
Bonded By American Fire & Casualty Company

Monna M. Stancowski
Notary Public, State of Florida



VIII

INSURANCE COVERAGE, USE AND DISTRIBUTION
OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY, CONDEMNATION

(a) Type and Scope of Insurance Coverage Required

(i) Insurance for Fire and Other Perils

The Association shall in its name obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the common elements and limited common elements, (except land, foundation and excavation costs) including fixtures, to the extent they are part of the common elements of the condominium, building service equipment and supplies, and other common personal property belonging to the Association. All references herein to a "master" or "blanket" type policy of property insurance shall denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the units (regardless of whether or not such property is a part of the common elements) shall be covered in such "blanket" or "master" policy.

The "master" policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the condominium exclusive of land, foundation, excavation and other items normally excluded from coverage.

The policies may also be issued in the name of an authorized representative of the association, including any insurance trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor trustee, as insured, for the use and benefit of the individual owners. Loss payable shall be in favor of the Association or Insurance Trustee, as a trustee, for each unit owner and each such owner's mortgagee. The Association or insurance trustee, if any, shall hold any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear. Each unit owner and each unit owner's mortgagee, if any, shall be beneficiaries of the policy in the fraction of common ownership set forth in this declaration. Certificates of insurance shall be issued to each unit owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Brevard County area and shall name any holder of first mortgages on units within the condominium. Such policies shall provide that they may not be cancelled or substantially modified, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION, hereinafter referred to as FHLMC, FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter referred to as FNMA, or the designee of FNMA or FHLMC; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

The policies shall also provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against unit owners individually; that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and that the policy is primary in the event the unit owner has other insurance covering the same loss.

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

- (1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

- (2) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement.

In addition, such policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Association shall provide, on an individual case basis, if required by the holder of first mortgages on individual units, construction code endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the condominium is subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the condominium by an insured hazard.

(ii) Liability Insurance

The Association shall maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies shall provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The Association shall provide, if required by the holder of first mortgages on individual units, such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance.

(iii) Flood Insurance

If the condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following:

The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) one hundred (100%) percent of current "replacement cost" of all such buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

(iv) Fidelity Bonds

Blanket fidelity bonds shall be maintained by the Association for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. If a management agent has the responsibility for handling or administering funds of the Association, the management agent shall maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the

Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums of all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, Insurance Trustee and the Federal National Mortgage Association if applicable. Under no circumstances shall the principal sum of the bonds be less than \$10,000.00 for each officer, director or employee.

(v) Insurance Trustees; Power of Attorney

The Association may name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

Each unit owner by acceptance of a deed conveying a unit in the condominium to the unit owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

(vi) Qualifications of Insurance Carriers

The Association shall use generally acceptable insurance carriers. Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplements and the FHLMC Sellers Guide shall be used.

(vii) Condemnation and Total or Partial Loss or Destruction

The Association shall represent the unit owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. Each unit owner hereby appoints the Association as attorney-in-fact for such purpose.

The Association may appoint a Trustee to act on behalf of the unit owners, in carrying out the above functions, in lieu of the Association.

In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any Trustee, to be held in trust for unit owners and their first mortgage holders as their interests may appear.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of ten percent (10%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and all first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall be paid over to the Association and held for, and/or distributed to the unit owners in proportion to each unit owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the unit owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, (1) obtaining a construction loan from other sources, (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any unit, unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an unit, shall be entitled to receive that portion of the insurance proceeds apportioned to said unit in the same share as the share in the common elements appurtenant to said unit.

If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of a sixty-seven (67) percent of the apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

Amend Article X, Paragraph b, by adding the following sentence:

"All leases shall be in writing and shall be subject to the Declaration of Condominium, By-laws of the Association and Rules and Regulations of the Condominium."

Delete Article XIII in its entirety and substitute the following therefor:

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications or amendments in the public records of Brevard County, Florida, provided the modification or amendment has been approved by the owners of sixty-seven (67%) percent of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further that the amendment shall have been approved by each institutional first mortgage. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees.

The Association shall provide a holder, insurer or guarantor of a first mortgagee, upon written request (such request to state the name and address of such holder, insurer or guarantor and the unit number) timely notice of:

- (1) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted;
- (2) Any proposed termination of the condominium regime;
- (3) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (4) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- (5) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
BANANA BAY,
A CONDOMINIUM

WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2270, Page 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902, and as amended in Official Records Book 2455, Page 1754, and as amended in Official Records Book 2483, Page 871, and as amended in Official Records Book 2445, Page 778, and as amended in Official Records Book 2550, Page 1490, and as amended in Official Records Book 2571, Page 0326, all of the Public Records of Brevard County, Florida, hereby amends said Declaration as follows:

1. The Manager's apartment shall be Unit #2204. The Developer will obtain the necessary mortgage financing for the unit in an amount not exceeding \$73,000.00.
2. The Condominium Association may receive title to the unit and if so assume the mortgage and shall make all payments due thereunder. In addition, the Association shall reimburse the Developer for all expenses incurred by the Developer in obtaining the mortgage, including points, mortgagee title insurance, and all related loan closing expenses.
3. In the alternative, the Association may rent the manager's unit from the Developer upon mutually agreeable terms and conditions.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed and sealed on this 17th day of May, 1985.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
Witnesses

WONDER VIEW DEVELOPMENT CORPORATION

BY: *[Signature]*
William M. Young, President

035687

The undersigned hereby approves and accepts the foregoing Amendment to Declaration of Condominium.

[Signature]
[Signature]
Witnesses

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

BY: *[Signature]*

1985 MAY 24 PM 3:40

STATE OF FLORIDA :
COUNTY OF BREVARD :

REC FEE	\$ 5.00	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR CLASS
INT TAX	\$	INTANGIBLE & DOC
SEN CHG	\$	STAMP TAXES SIGNED
REFUND	\$	

[Signature]
Clerk Circuit Court Brevard Co. Florida

I HEREBY CERTIFY that on this day before me personally appeared WILLIAM M. YOUNG, as President of WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, to me known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged before me that he executed the same for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of May, 1985.

[Signature]
NOTARY PUBLIC
My Commission Expires:

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NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES

RECORDING

31



STAMPS

INTANGIBLE TAX

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, pages 0239 through 0285, Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED,

together with improvements thereon, containing one (1) two-story apartment building, having a total of four (4) apartments, and other appurtenant improvements more specifically described on Exhibit E, attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, pages 0239 through 0285, Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting the following first and second paragraphs:

"Attached hereto and made a part hereof, and marked Exhibit "A" consisting of six (6) pages, Exhibit "B" consisting of nine (9) pages, and Exhibit "E" consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibit "A" and Sheet 4 of Exhibit "E" attached to this Declaration of Condominium."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article III of the Declaration of Condominium by deleting one-fourth and substituting one-eighth therefore throughout Article III.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article IV of the Declaration of Condominium, by deleting the first sentence in the first paragraph and substituting therefore:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", sheet 4 and Exhibit "E", sheet 4, attached hereto,"

and by deleting the last sentence in the second paragraph and substituting

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therefore:

"In addition, there are eight (8) carports and eight (8) parking spaces, the boundaries of which are more specifically shown in Exhibit "A" and Exhibit "E" attached hereto, which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports and parking spaces are hereby made limited common elements,"

and by deleting the third paragraph and substituting therefore:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A" and Exhibit "E" are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner".

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VI of the Declaration of Condominium by deleting four (4) from paragraph two and substituting eight (8) therefore.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VII of the Declaration of Condominium by deleting 1/4 from paragraph one and substituting 1/8 therefore.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting ONE-FOURTH from paragraph four and substituting ONE-EIGHTH therefore.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 21st day of November, 1980.

Signed, sealed and delivered in the presence of:

Wanda M. Wancoski
Michelle Salick

WONDER VIEW DEVELOPMENT CORP.

By: William M. Young President
Attest: R. Steve Gray Secretary

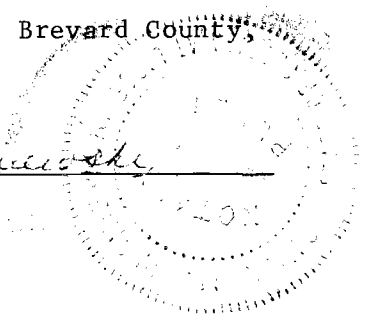
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on the 21st day of November, 1980, before me personally appeared WILLIAM M. YOUNG and R. Steve Gray, President and Secretary respectively of WONDER VIEW DEVELOPMENT CORP., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Cocoa Beach, Brevard County, Florida, the day and year last aforesaid.

Wanda M. Wancoski
Notary Public

My commission expires: June 11, 1983



190

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH-EAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 137.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N07°20'47"E ALONG SAID EAST LINE FOR A DISTANCE OF 85.49 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 133.55; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 72.13 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 196.54 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.322 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)


BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "A" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 21 DAY OF October, A.D., 1980

STOTTLER STAGG & ASSOCIATES

BY:


DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 21 DAY OF October, A.D., 1980


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES September 21, 1981

EXHIBIT "A" SHEET 1 OF 7

OFF. REC.

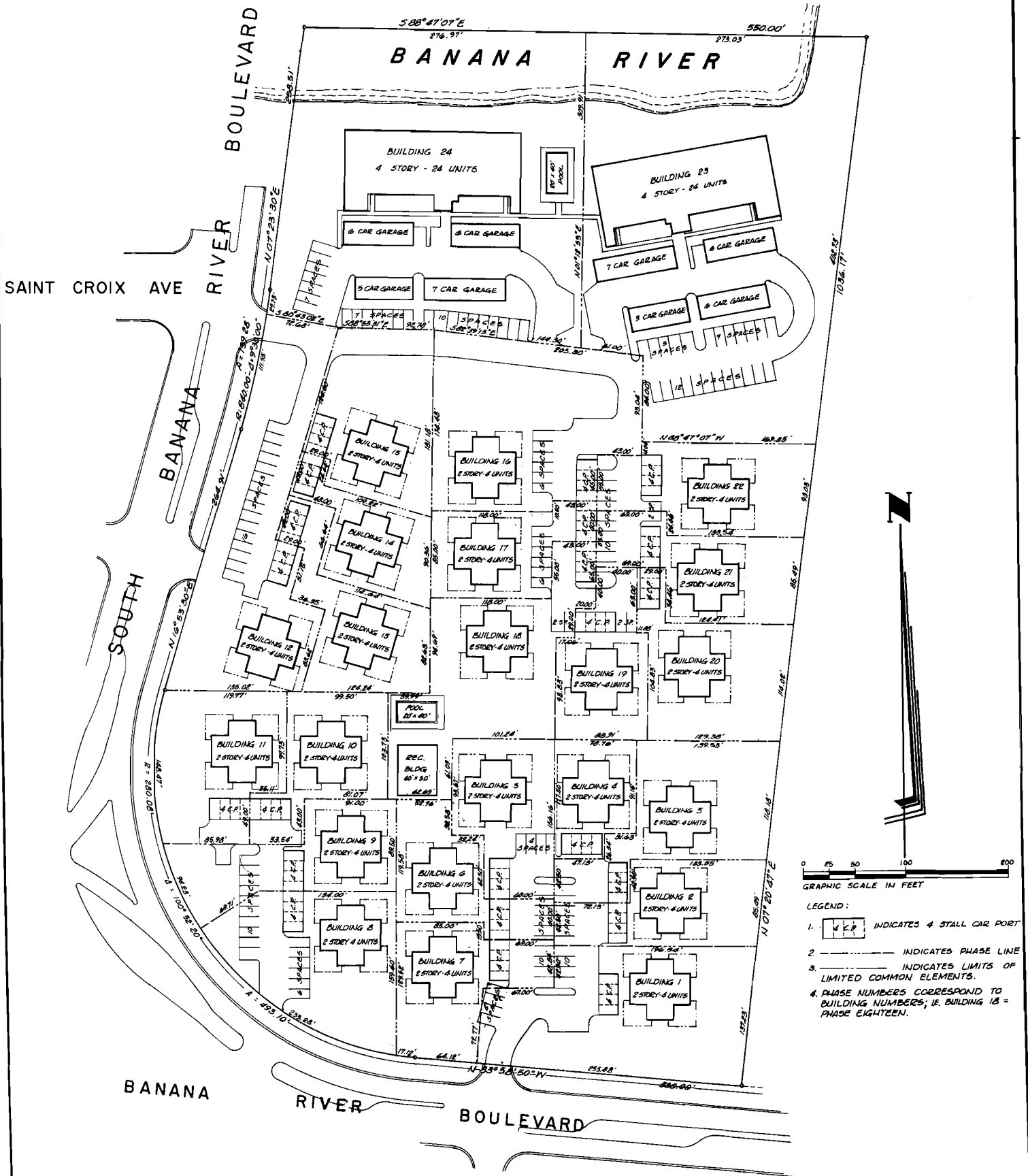
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PAGE

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SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



BANANA BAY, A CONDOMINIUM

DATE: 21 OCT 1980 OFF. REEXHIBIT A

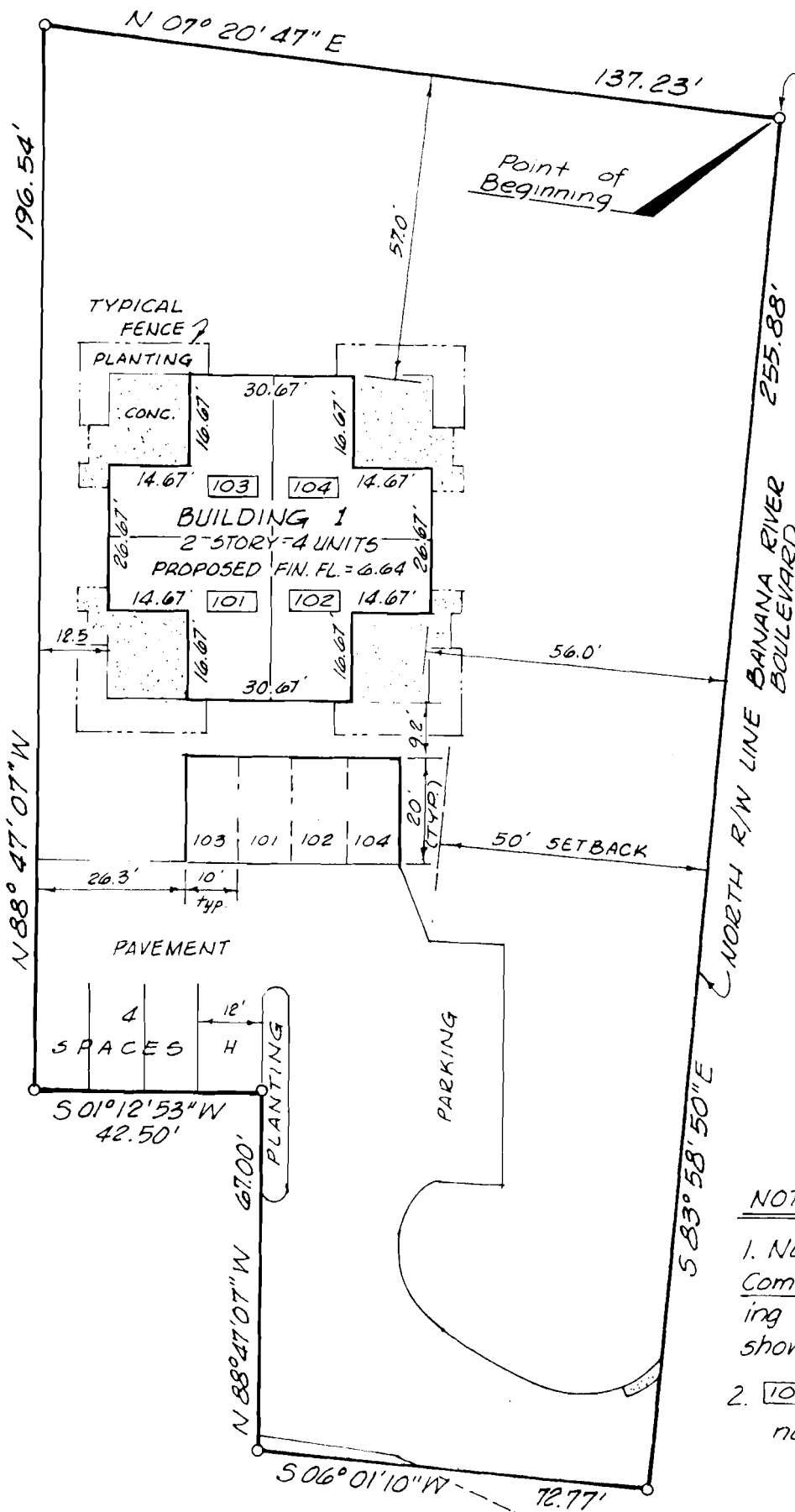
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SHEET 2 OF 7

216
2264

0256

1" = 30'



S.E. COR. BLK "B", COCOA ISLES
11TH ADD., PH. TWO, P.B. 21,
P. 50-51

BANANA RIVER
BOLLEVAARD

NORTH R/W LINE

- NOTE:**
1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
 2. 101 Denotes unit number

A PARCEL OF LAND LIES IN BLOCK "B" OF COCOA ISLES 11TH (GOLF ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AD REFERRED TO IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND IS PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE S07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 137.23 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 196.54 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 67.00 FEET; THENCE S06°01'10"W FOR A DISTANCE OF 72.77 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK "B"; THENCE S83°58'50"E ALONG SAID SOUTH LINE OF BLOCK "B" FOR A DISTANCE OF 255.88 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.683 ACRES MORE OR LESS.

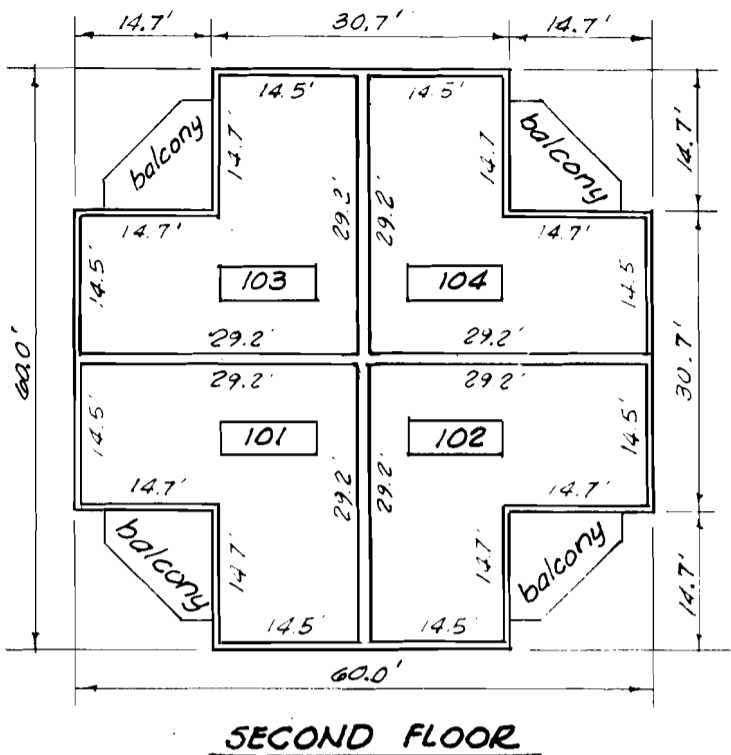
PHASE ONE BANANA BAY, A CONDOMINIUM

DATE 21 OCT, 1980

EXHIBIT A

SHEET 3 OF 7

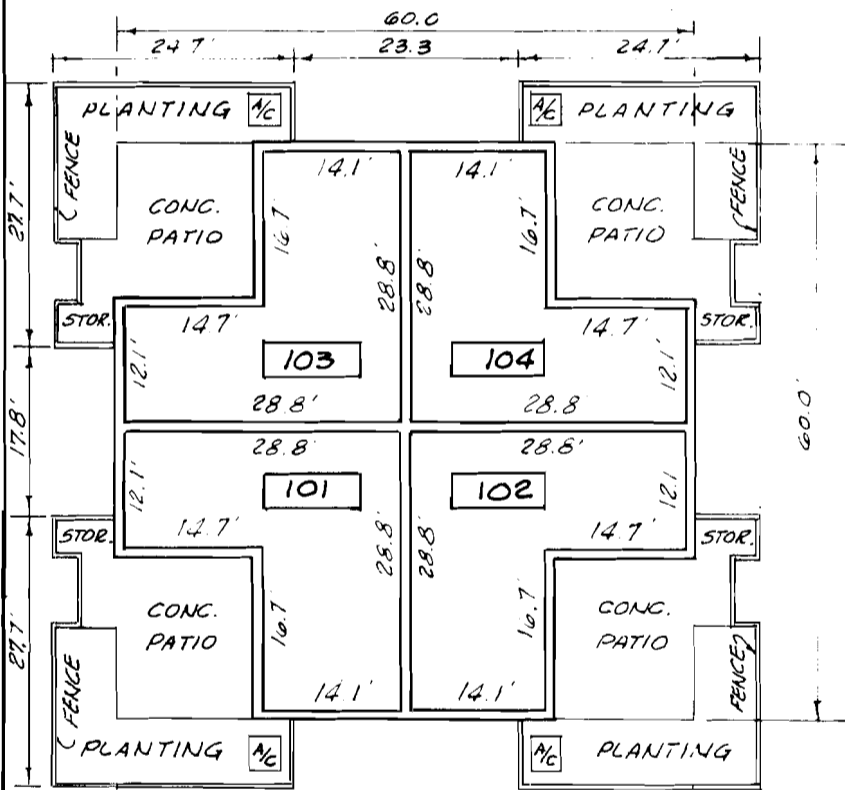
OFF. REC. 2264 PAGE 0257



SECOND FLOOR

NOTES:

- SECOND FLOOR ONLY
1. Interior common walls are 8" walls.
 2. All exterior walls are 4" walls.
 3. The 2nd floor finished floor elevation is 15.61 feet.
 4. The 2nd floor finished ceiling elevation is 23.48 feet.
 5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



**FIRST FLOOR
BUILDING 1
FLOOR PLAN**

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.64 feet.
3. The 1st floor finished ceiling elevation is 14.60 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.

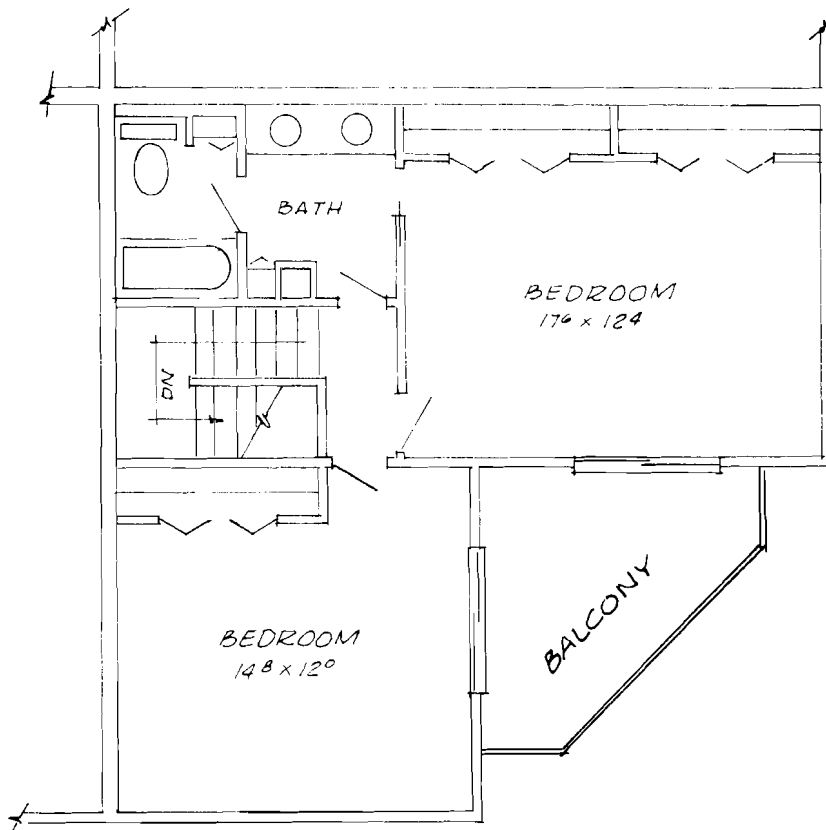


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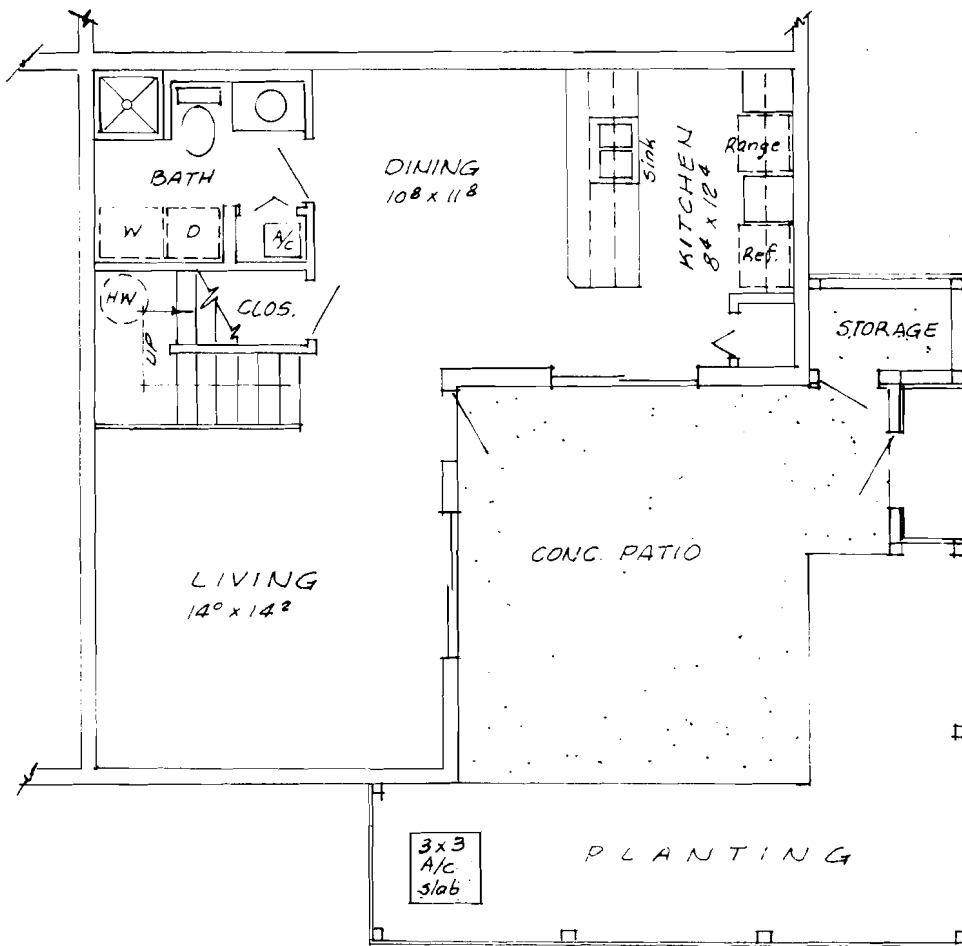
PAGE 0758

918

**PHASE ONE
BANANA BAY, A CONDOMINIUM**



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 1

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT A AND WERE DERIVED FROM ARCHITECT'S PLANS.

PHASE ONE
BANANA BAY, A CONDOMINIUM

DATE: 21 OCT 1980

EXHIBIT A

SHEET 5 OF 7

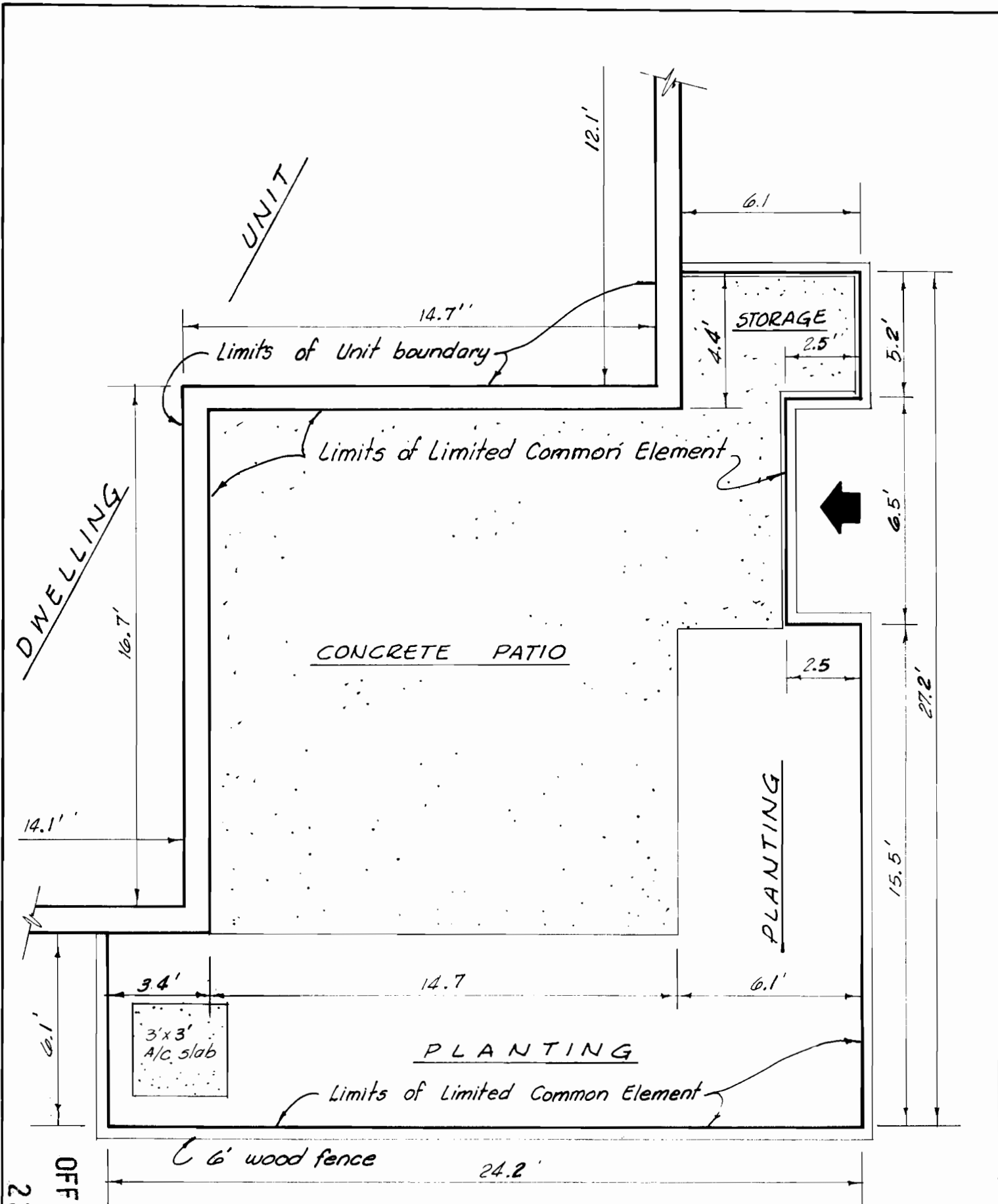
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219



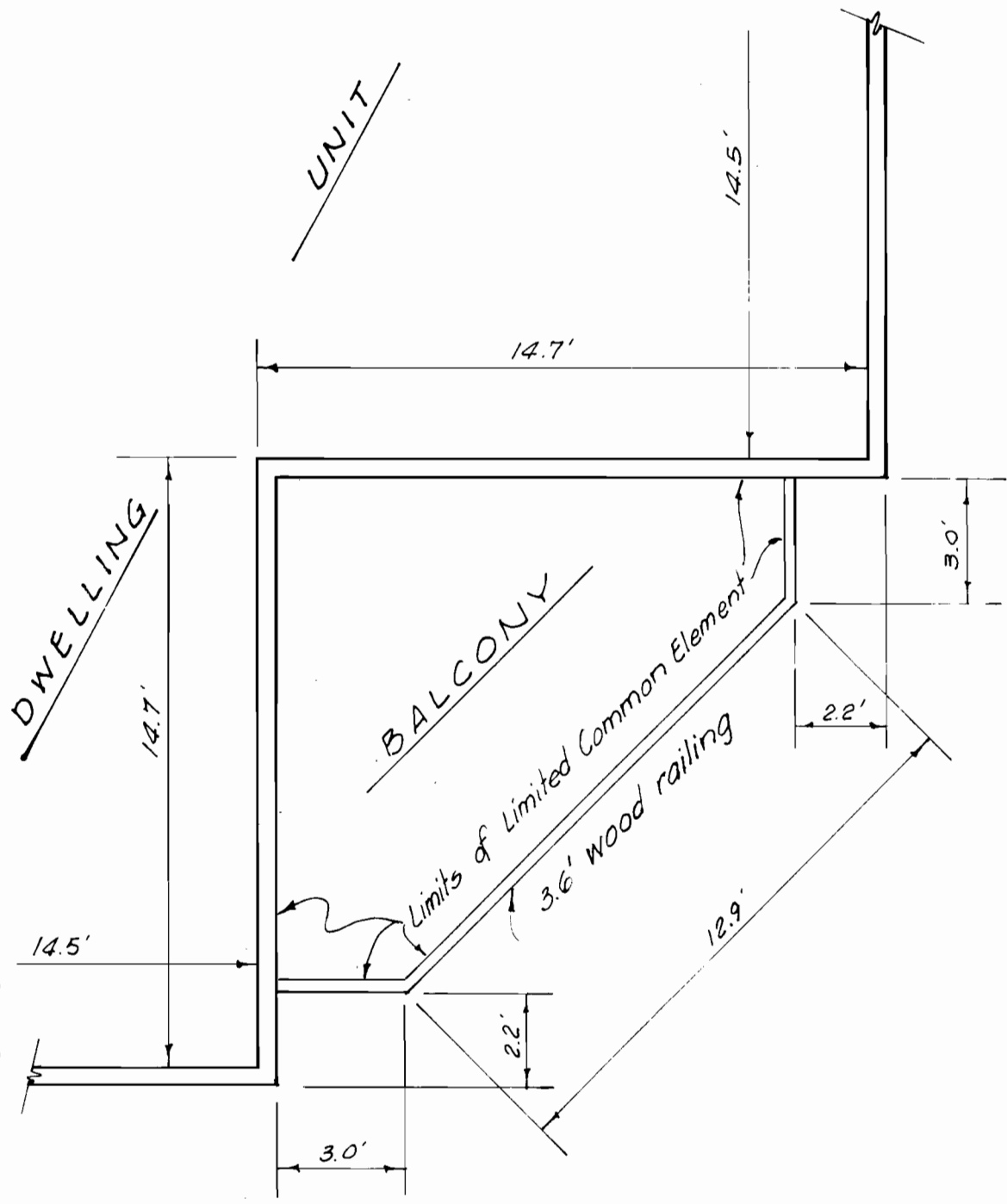
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2264

PAGE
0260
770

TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 101 THRU 2204
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE ONE
BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 101 THRU 104

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE ONE
BANANA BAY, A CONDOMINIUM**

OFF. REC.
2264

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0261

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

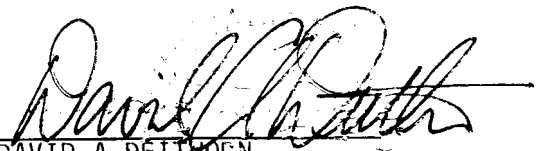
STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

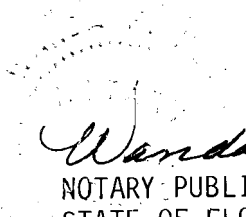
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "E" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 27TH DAY OF OCTOBER, A.D., 1980

STOTTLER STAGG & ASSOCIATES

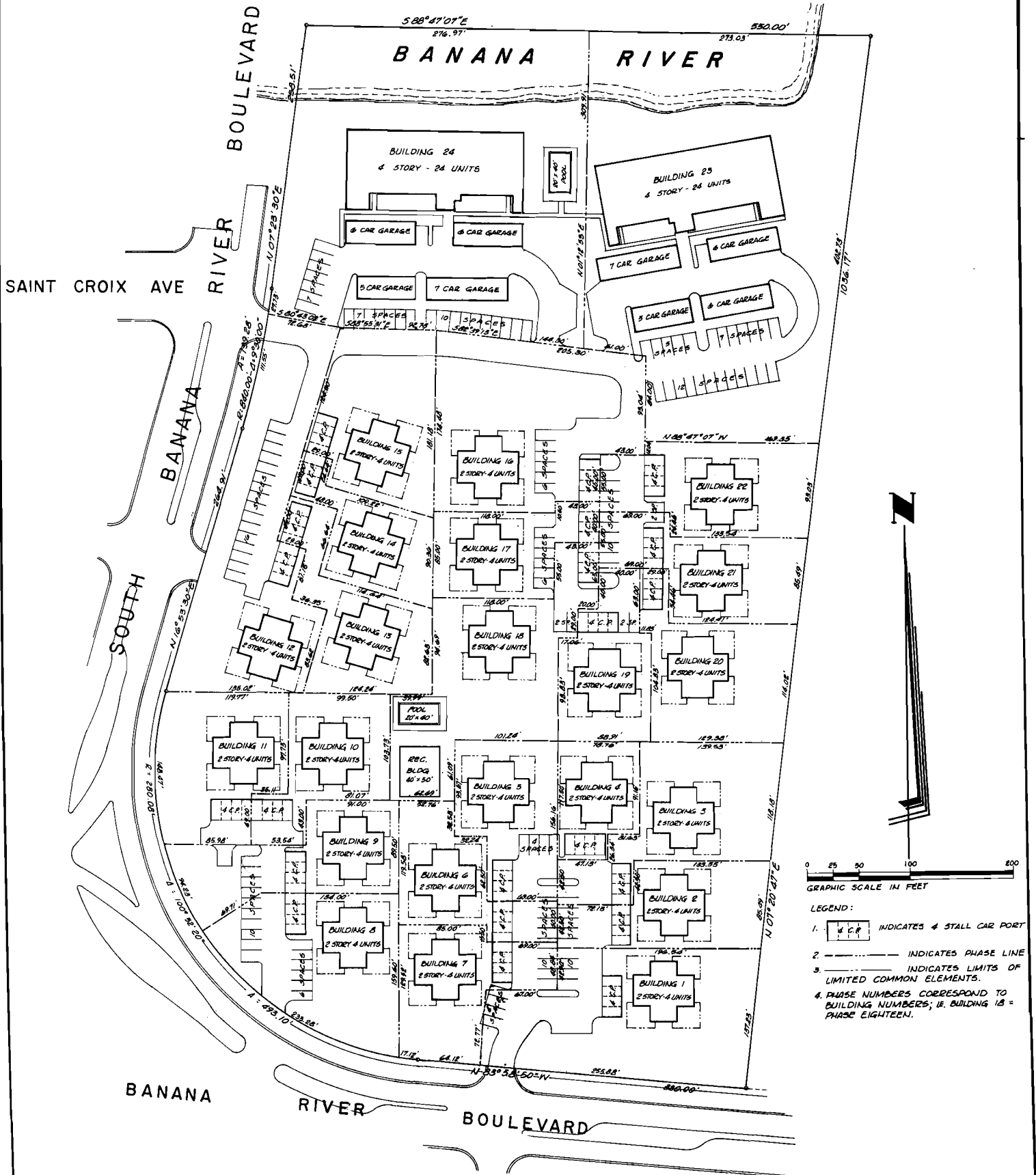
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 27TH DAY OF OCTOBER, A.D., 1980

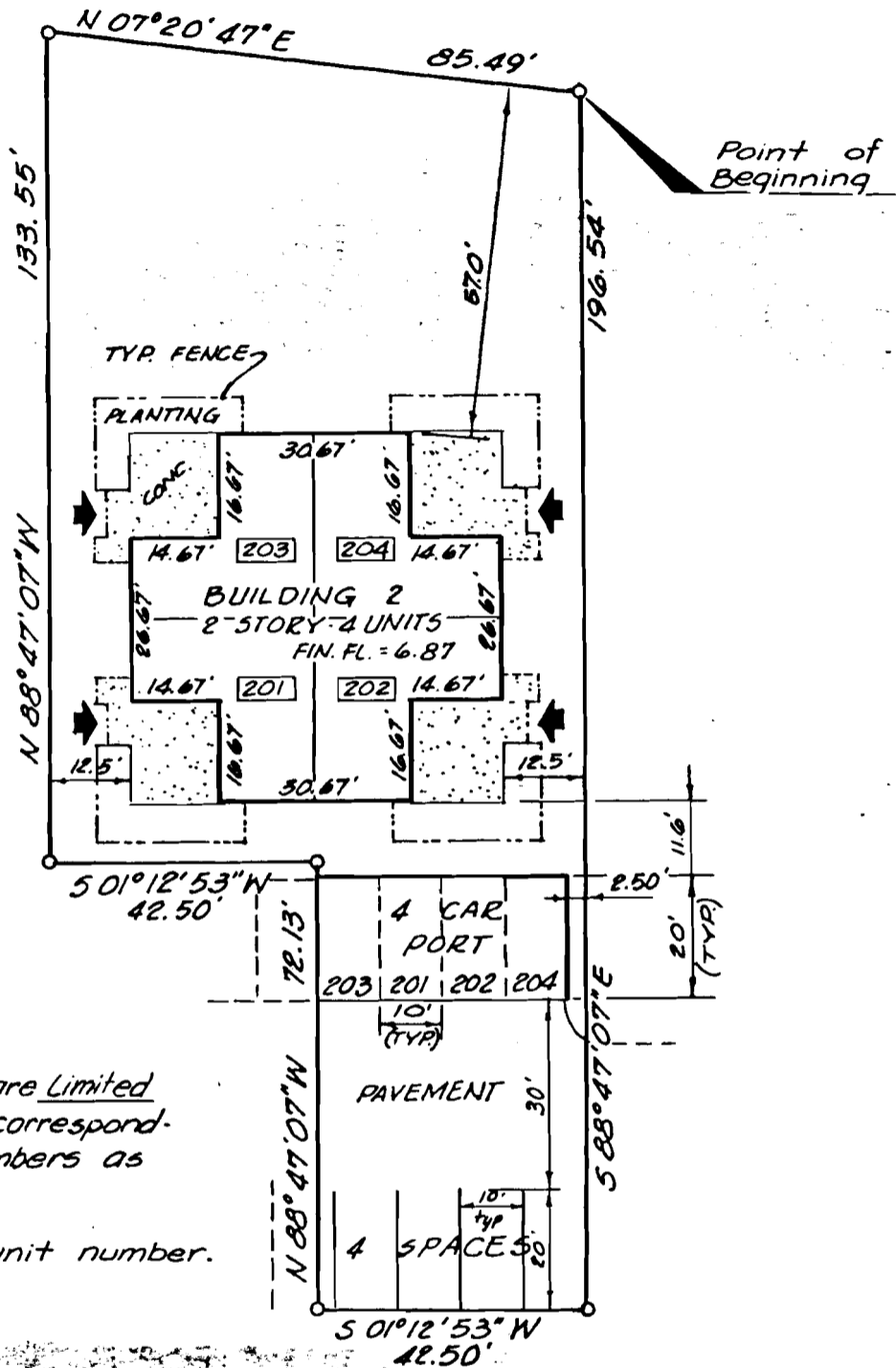
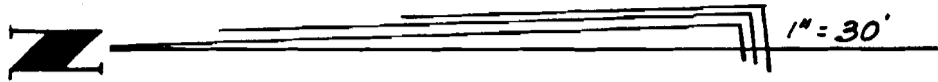

Wanda F. Heuck
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES _____

Notary Public, Florida, State at Large
My Commission Expires July 24, 1983
Bonded thru Jedco Insurance Agency

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



PHASE TWO
BANANA BAY, A CONDOMINIUM



NOTE:

1. The carports are Limited Common Elements corresponding to the Unit numbers as shown.
2. [201] Denotes unit number.

LEGAL DESCRIPTION: PHASE TWO

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 137.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N07°20'47"E ALONG SAID EAST LINE FOR A DISTANCE OF 85.49 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 133.55; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 72.13 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 196.54 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.322 ACRES MORE OR LESS.

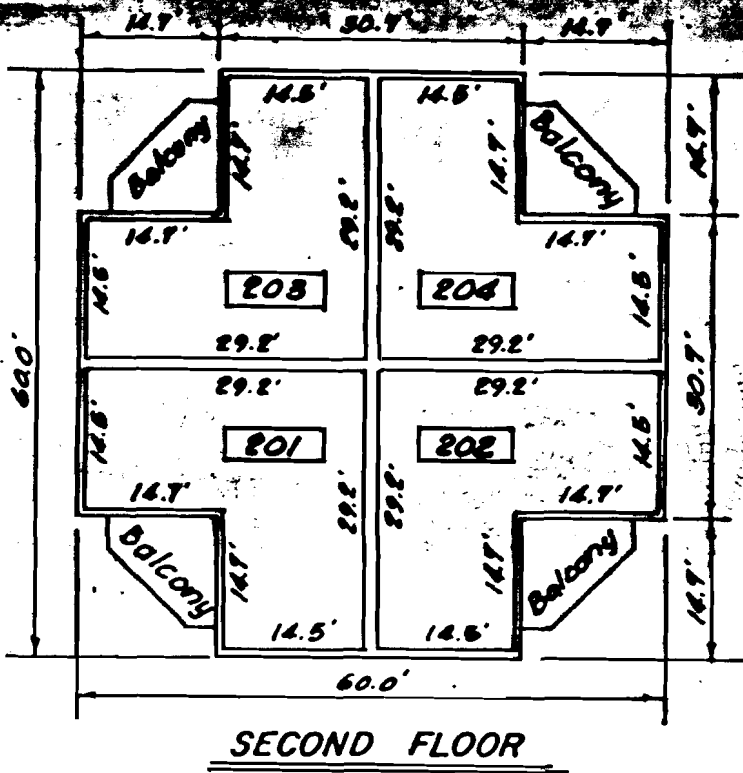
PHASE TWO
BANANA BAY, A CONDOMINIUM

DATE: NOV. 4, 1980

EXHIBIT E

1377

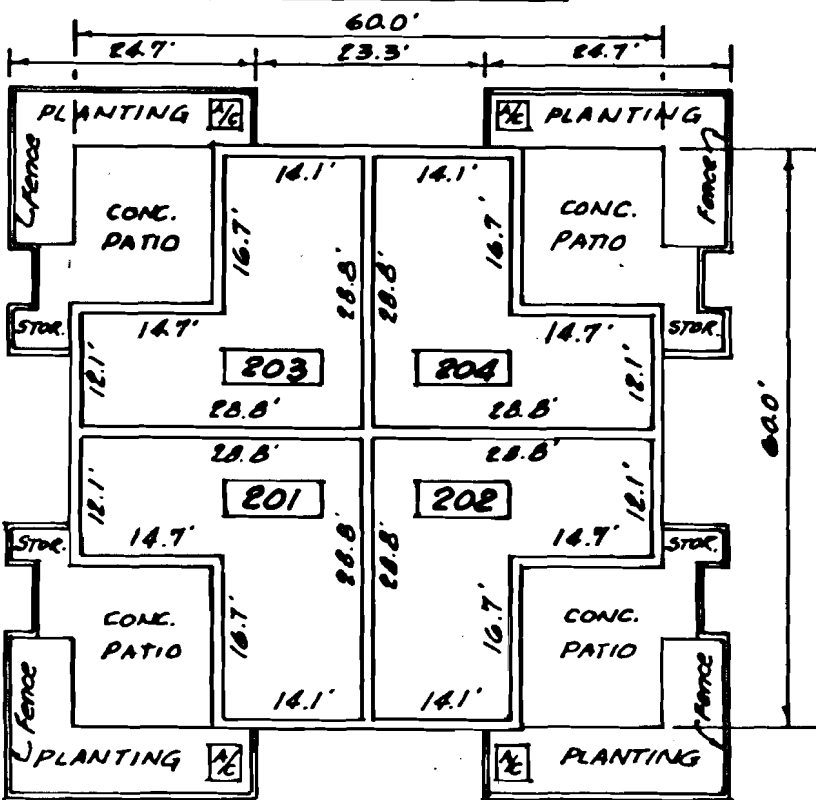
SHEET 3 OF 7



NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls
3. The 2nd floor finished floor elevation is 15.78 feet.
4. The 2nd floor finished ceiling elevation is 23.70 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.87 feet.
3. The 1st floor finished ceiling elevation is 14.99 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.

FIRST FLOOR

**BUILDING 2
FLOOR PLAN**

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [201] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

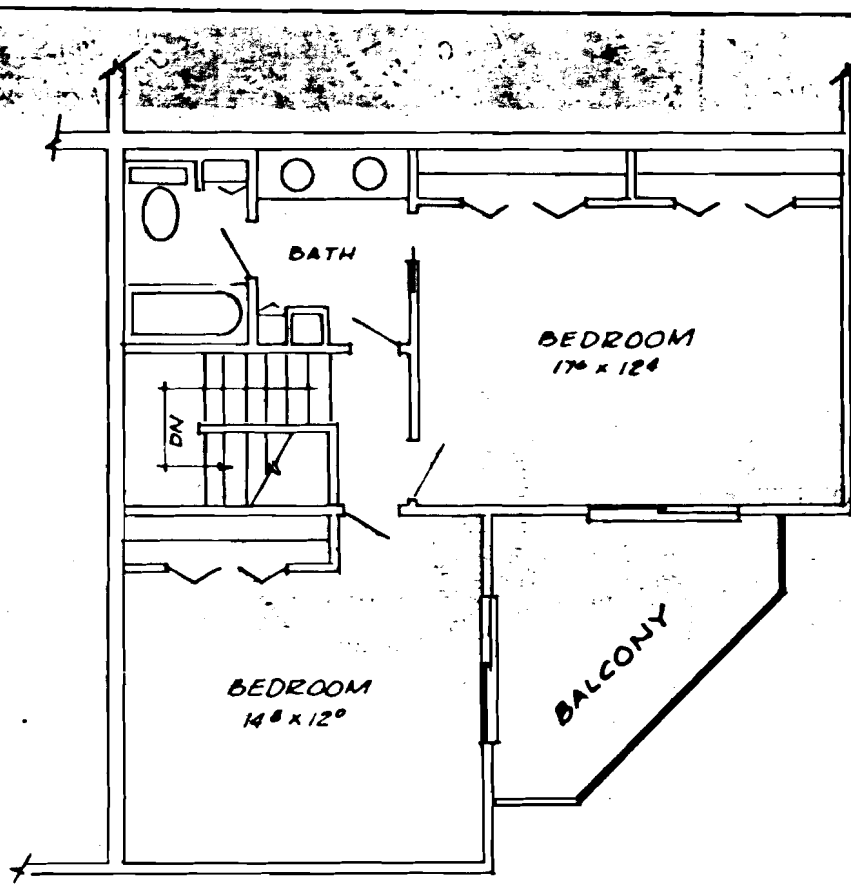
**PHASE TWO
BANANA BAY, A CONDOMINIUM**

DATE: NOV. 4, 1980

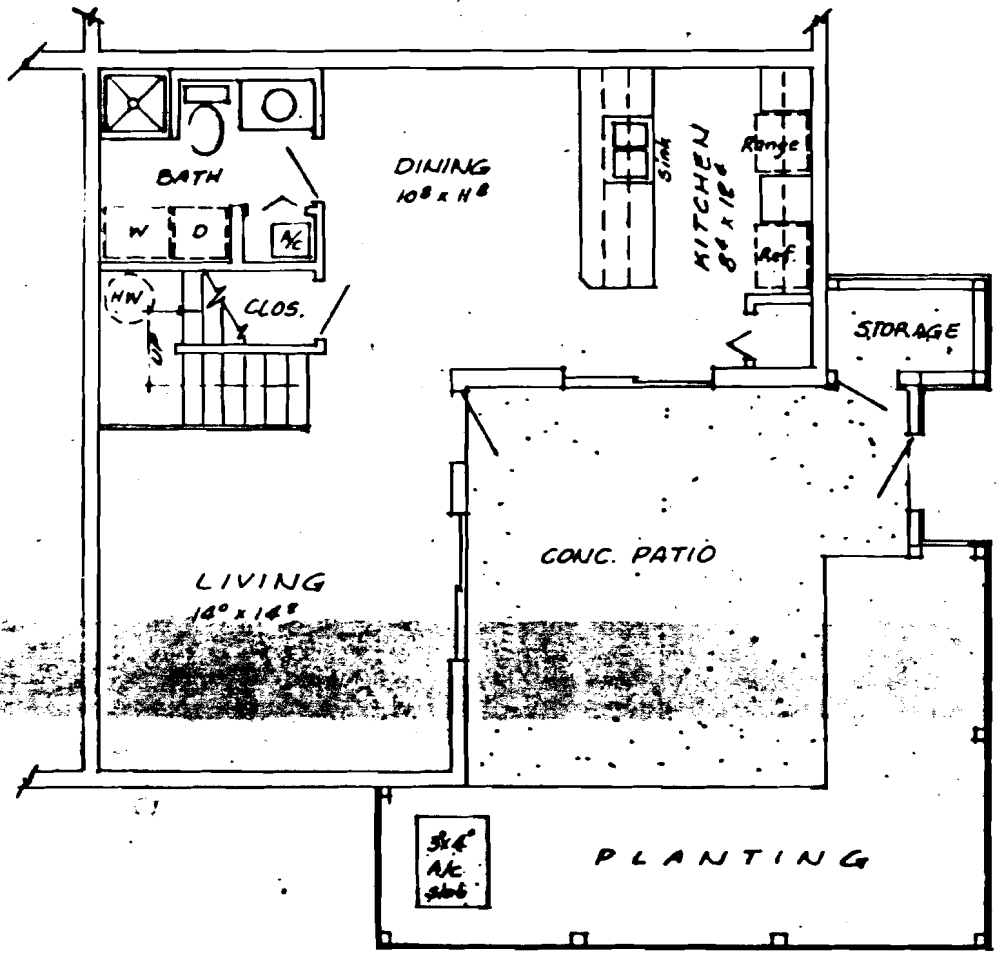
EXHIBIT E

SHEET 4 OF 7

OFF. 22
PAGE 1378
196



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

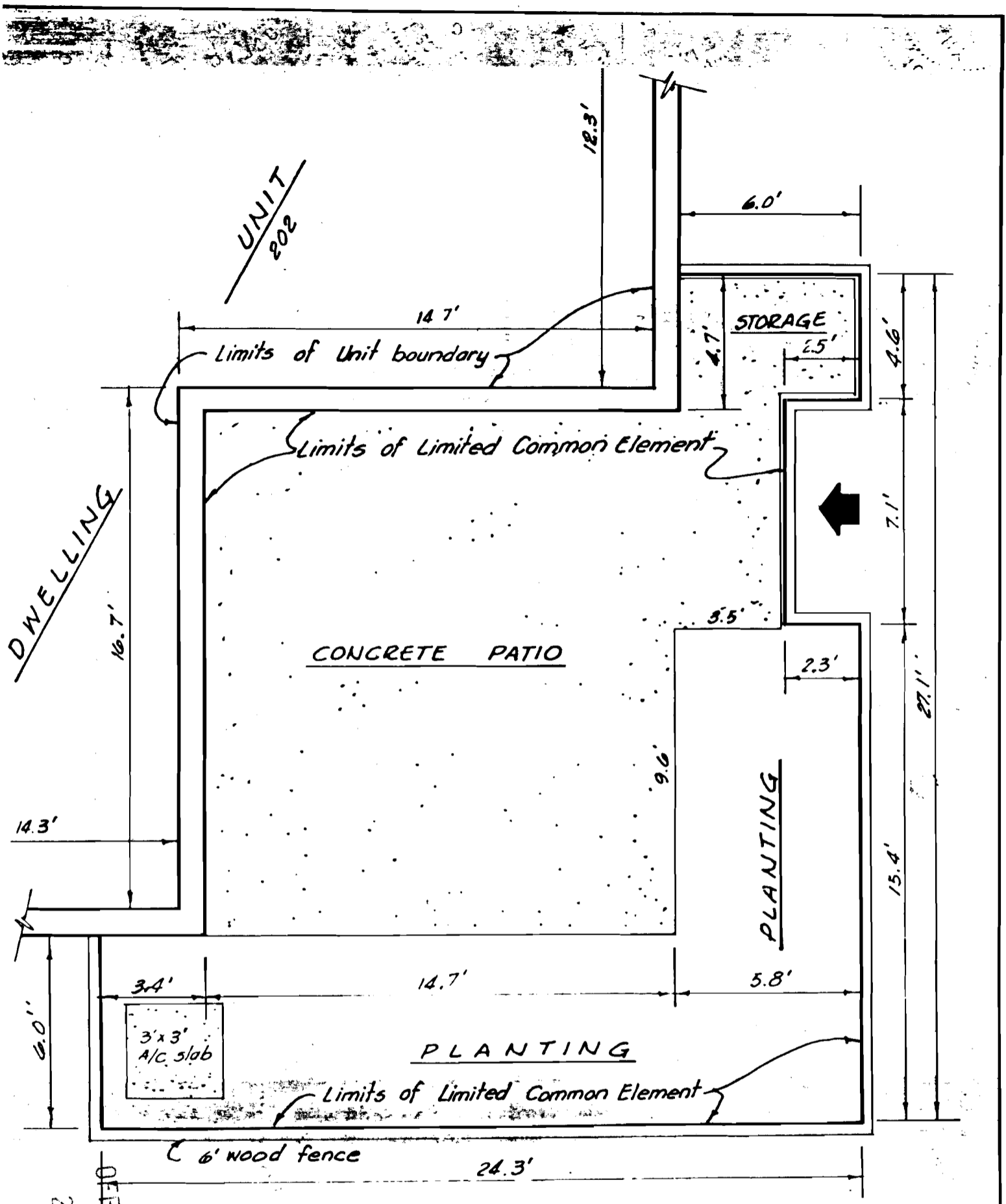


FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 2

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT E AND WERE DERIVED FROM ARCHITECT'S PLANS

PHASE TWO
BANANA BAY, A CONDOMINIUM

OFF. REC. 2268
PAGE 1379

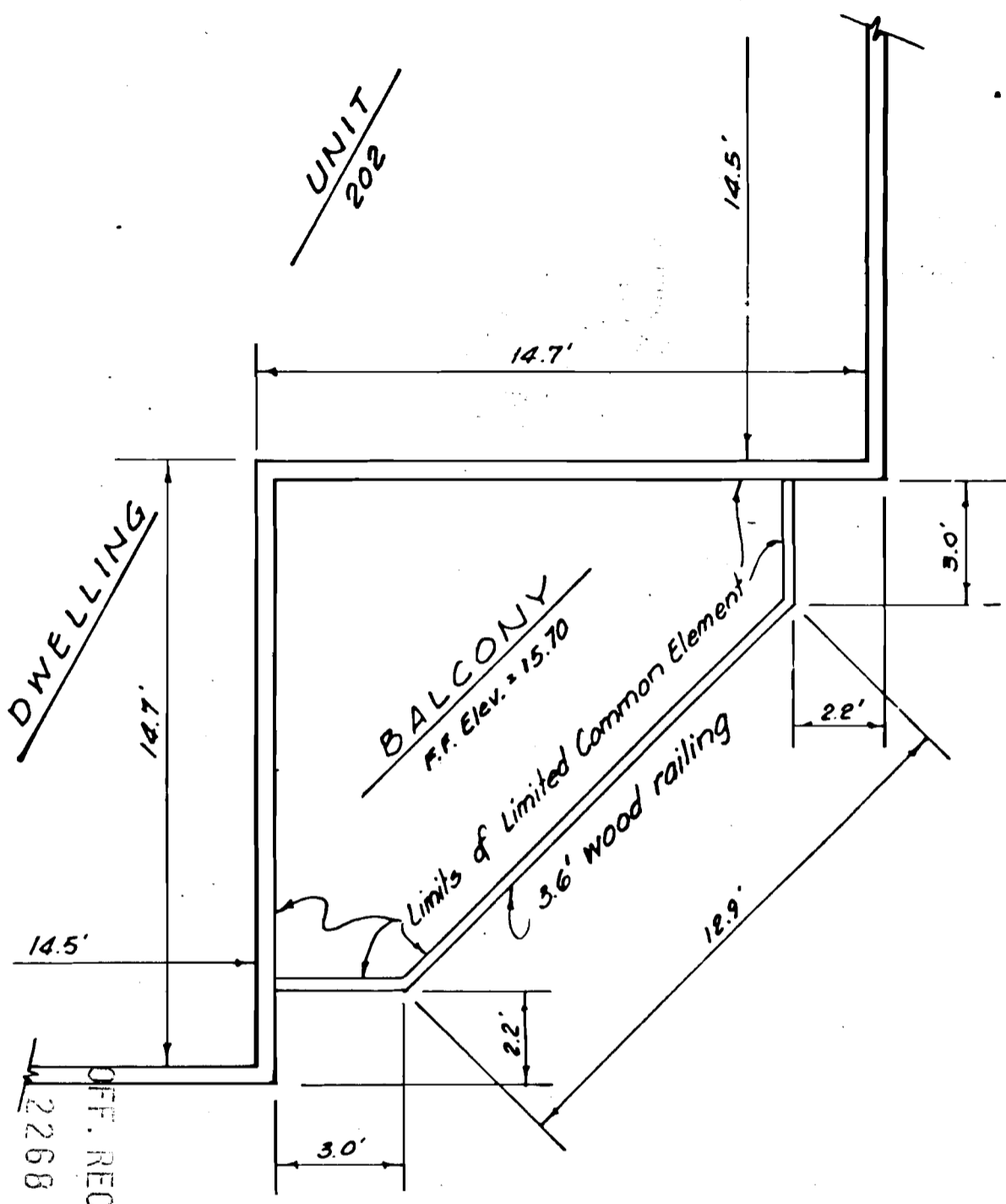


TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 201 THRU 204
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

**PHASE TWO
BANANA BAY, A CONDOMINIUM**

OFF. REC.
 2268
 1380
 PAGE
 154



OFF. REC.
2268

TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 201 THRU 204

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY," ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE TWO
BANANA BAY, A CONDOMINIUM**

DATE: NOV. 4, 1980

EXHIBIT E

SHEET 7 OF 7

PAGE
1381

This instrument prepared by Donna M. Waniewski Esq., of Wolfe, Kirschenbaum, Caruso, Mosley, Scott, & Kabboud, P.A., Post Office Box 757, Cocoa Beach, Florida 32931

#3



AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, and as amended in Official Records Book 2268, pages 1372, through 1381, of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED.

together with improvements thereon, containing one (1) two-story apartment building, having a total of four (4) apartments and other appurtenant improvements more specifically described on Exhibit "F" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, and as amended in Official Records Book 2268, Pages 1372 through 1381 of the Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B" consisting of nine (9) pages, and Exhibit "E", consisting of six (6) pages, and Exhibit "F" consisting of six (6) pages are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibit "A", Sheet 4 of Exhibit "E" and Sheet 4 of Exhibit "F" attached to this Declaration of Condominium.

WONDER VIEW DEVELOPMENT CORP. a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/8 and substituting 1/12 therefore throughout Article III.

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489538

1990 DEC -3 PM 1:33

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178

WONDER VIEW DEVELOPMENT CORP., a Florida Corporation, amends Article IV of the Declaration of Condominium, by deleting the first sentence in the first paragraph and substituting therefore:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", sheet 4, Exhibit "E", sheet 4, and Exhibit "F", sheet 4, attached hereto,"

and by deleting the last sentence in the second paragraph and substituting therefore:

"In addition, there are twelve (12) carports and twelve (12) parking spaces, the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", and Exhibit "F" attached hereto, which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports and parking spaces are hereby made limited common elements,"

and by deleting the third paragraph and substituting therefore:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A", Exhibit "E", and Exhibit "F" are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VI of the Declaration of Condominium by deleting eight (8) from paragraph two and substituting twelve (12) therefore.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VII of the Declaration of Condominium by deleting 1/8 from paragraph one and substituting 1/12 therefore.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting ONE-EIGHTH from paragraph four and substituting ONE-TWELFTH therefore.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 21st day of November, 1980.

Signed, sealed and delivered in the presence of:

Donald M. Maniewski
Michelle Sarick

WONDER VIEW DEVELOPMENT CORP.

By William M. Spring
President

Attest [Signature]
Secretary

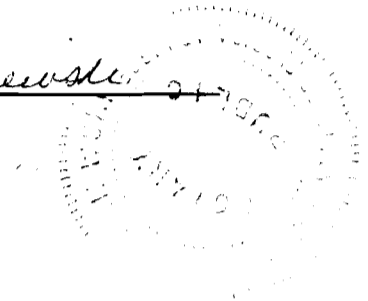
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on the 21st day of November, 1980, before me personally appeared William M Young and B. Steve Gray, President and Secretary respectively of WONDER VIEW DEVELOPMENT CORP., A Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Cocoa Beach, Brevard County, Florida, the day and year last aforesaid.

Dorinda M. Manewald
Notary Public

My commission expires: June 11, 1983



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LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH-EAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 222.72 FEET TO THE POINT OF BEGINNING; THENCE; CONTINUE N07°20'47"E ALONG SAID EAST LINE FOR A DISTANCE OF 118.18 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 139.53 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 91.16 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 31.63 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 26.34 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 47.13 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 72.13 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 42.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 133.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.449 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

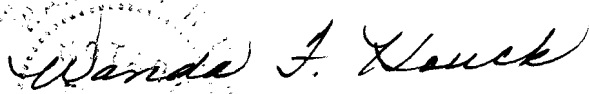
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "F" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 27TH DAY OF OCTOBER, A.D., 1980

STOTTLER STAGG & ASSOCIATES

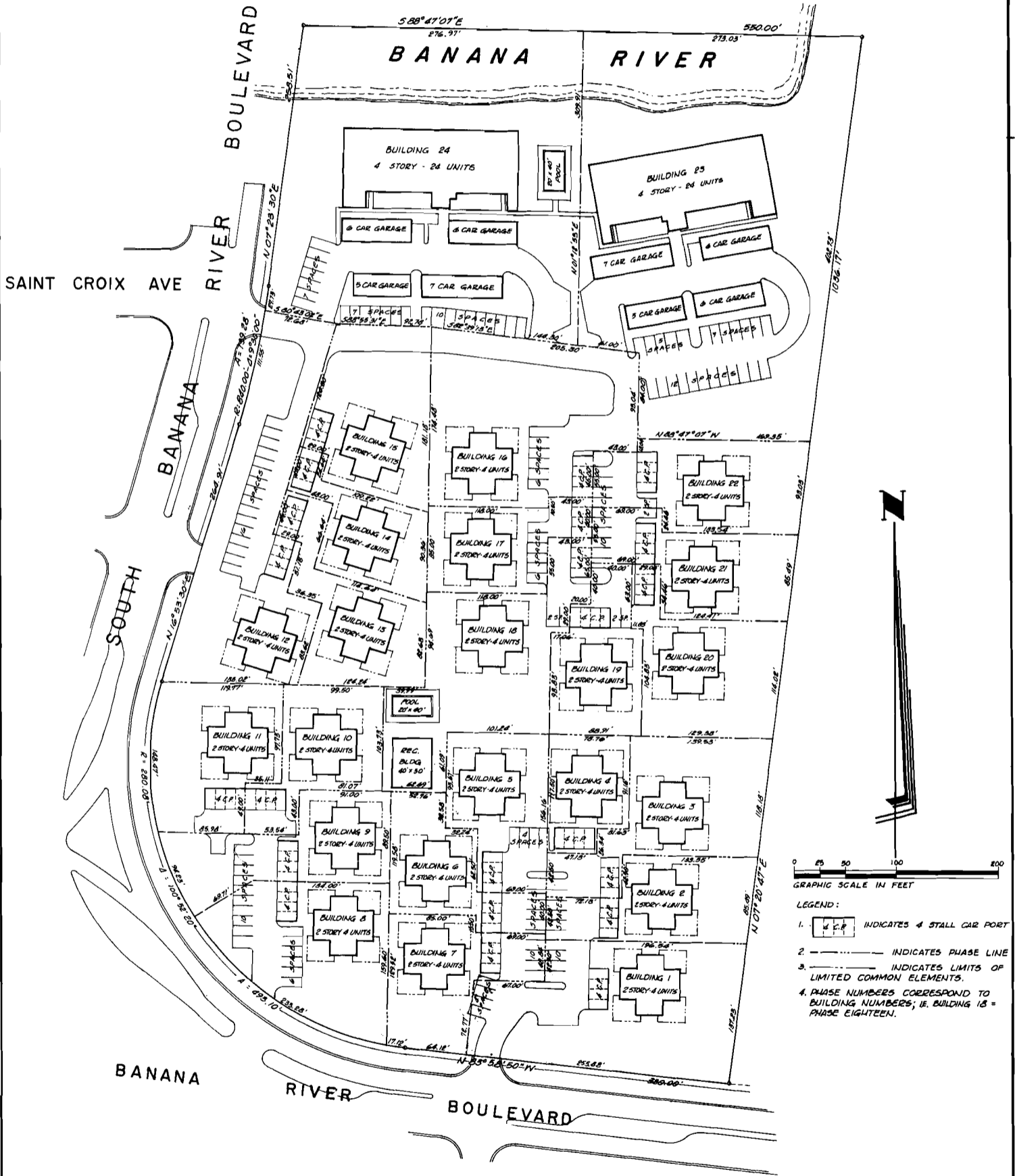
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 27TH DAY OF OCTOBER, A.D., 1980


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE Notary Public, Florida, State at Large
My Commission Expires July 21, 1983
MY COMMISSION EXPIRES _____ Bonded thru Jedco Insurance Agency

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SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



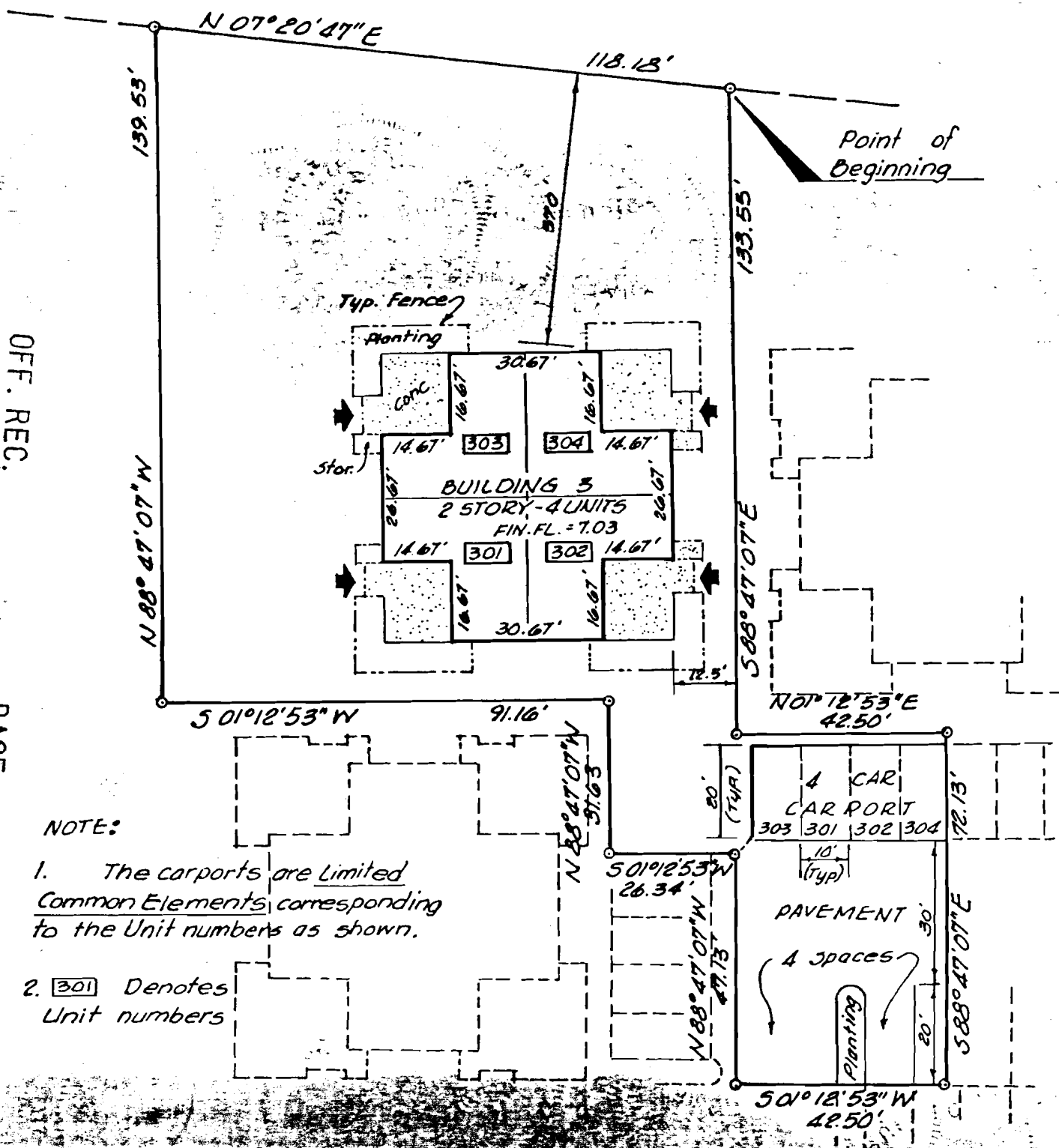
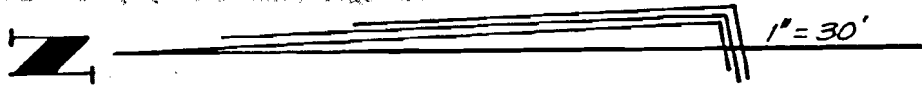
197

PHASE THREE BANANA BAY, A CONDOMINIUM

DATE: NOV. 4, 1980 OFF. REC. EXHIBIT F PAGE SHEET 2 OF 7

2270

1117



OFF. REC. 2270 PAGE 118

- NOTE:
1. The carports are Limited Common Elements corresponding to the Unit numbers as shown.
 2. [301] Denotes Unit numbers

LEGAL DESCRIPTION: PHASE THREE

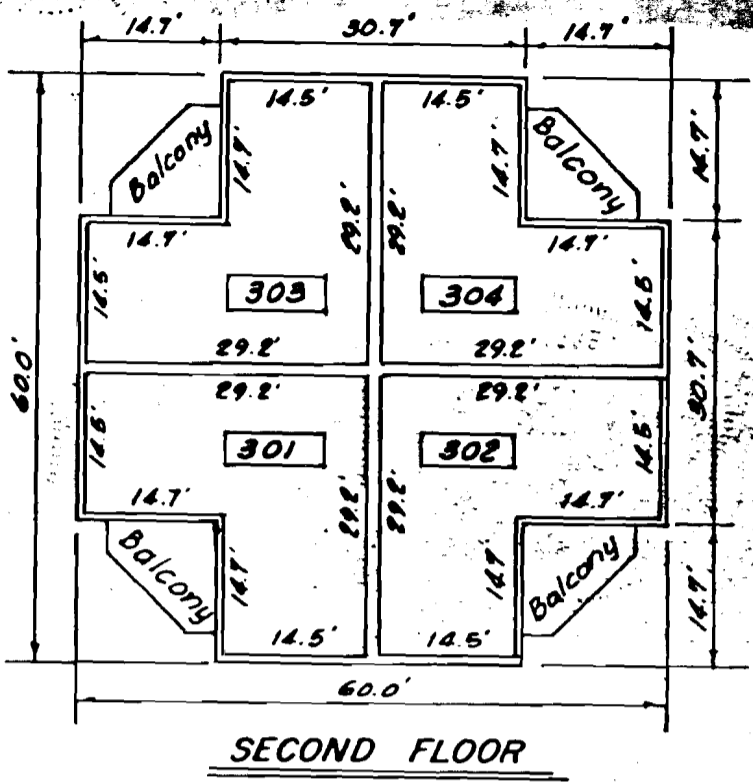
A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 222.72 FEET TO THE POINT OF BEGINNING; THENCE; CONTINUE N07°20'47"E ALONG SAID EAST LINE FOR A DISTANCE OF 118.18 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 139.53 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 91.16 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 31.63 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 26.34 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 47.13 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 42.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 72.13 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 42.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 133.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.449 ACRES MORE OR LESS.

**PHASE THREE
BANANA BAY, A CONDOMINIUM**

DATE: NOV. 4, 1980

EXHIBIT F

SHEET 3 OF 7

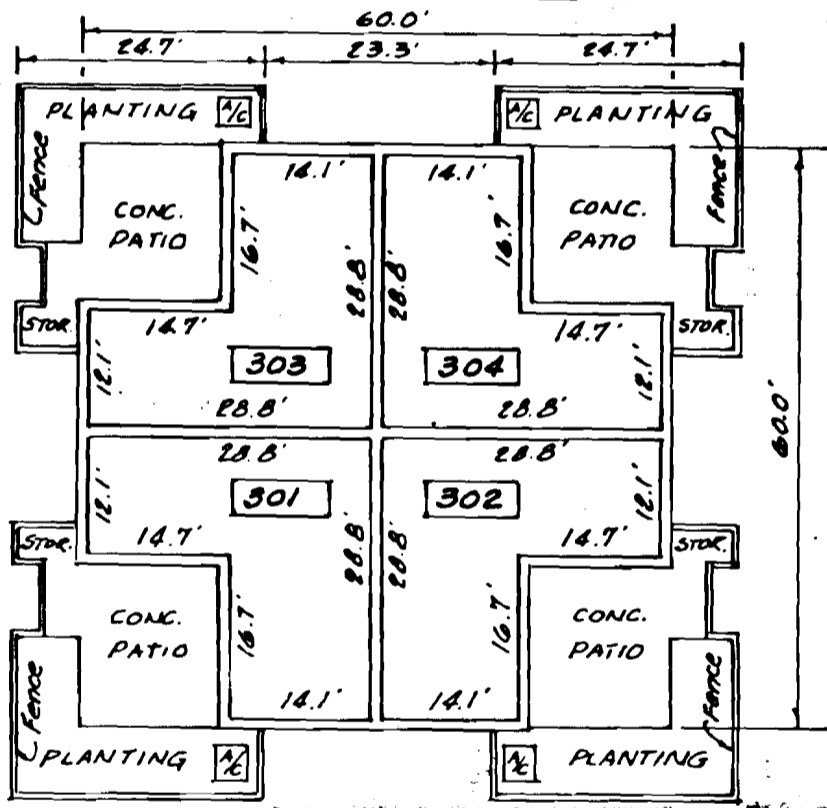


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls
3. The 2nd floor finished floor elevation is 15.83 feet.
4. The 2nd floor finished ceiling elevation is 23.87 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st. floor finished floor elevation is 7.03 feet.
3. The 1st floor finished ceiling elevation is 14.99 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.

**BUILDING 3
FLOOR PLAN**

SCALE: 1" = 20'

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SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [301] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

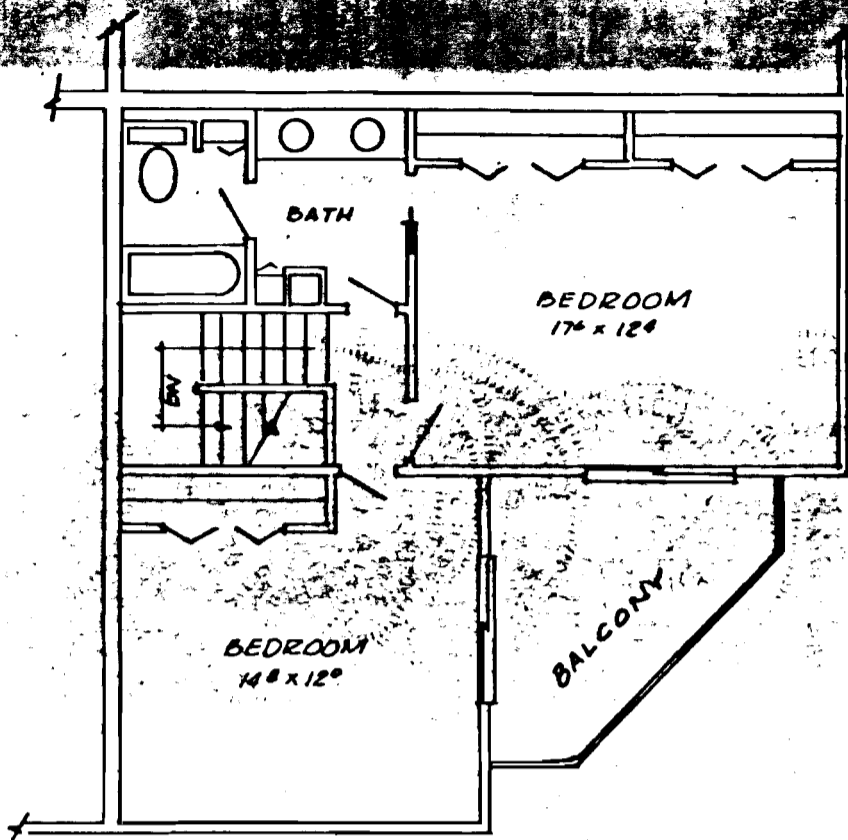
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1119

**PHASE THREE
BANANA BAY, A CONDOMINIUM**

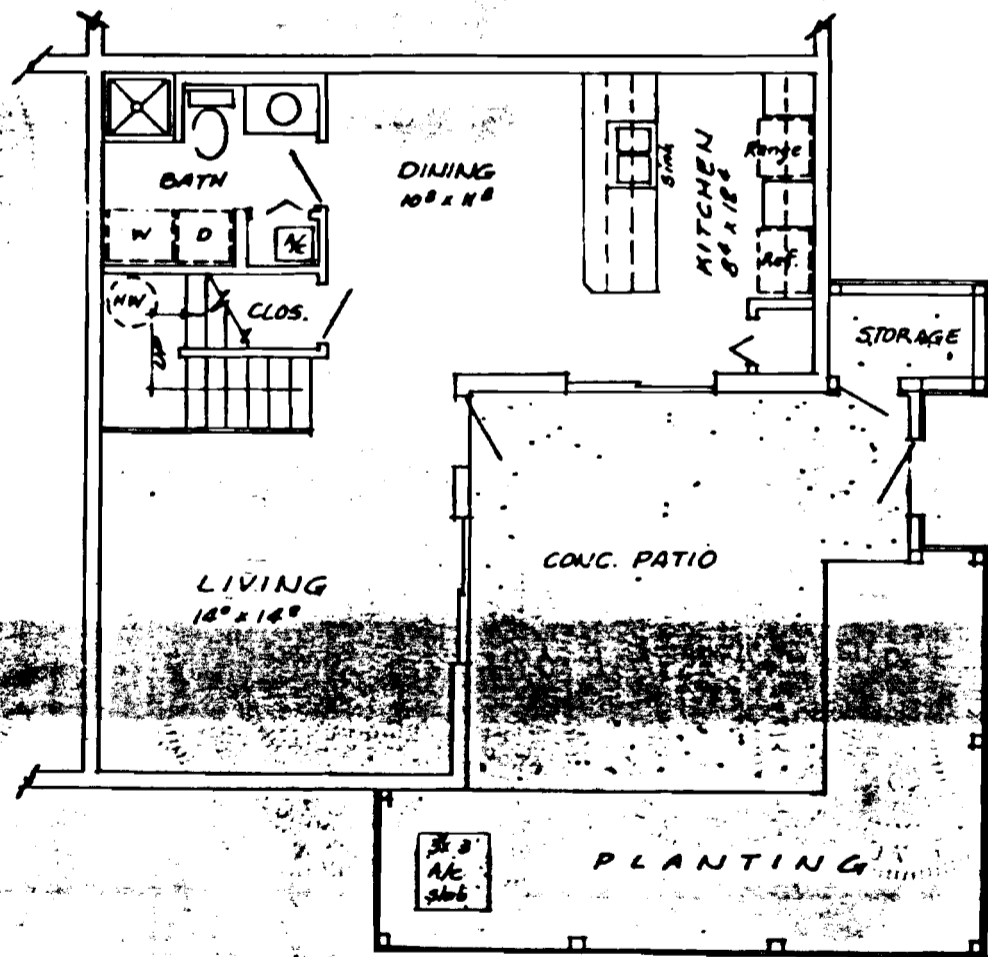
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EXHIBIT F

SHEET 4 OF 7



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 3

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT F AND WERE DERIVED FROM ARCHITECT'S PLANS

**PHASE THREE
BANANA BAY, A CONDOMINIUM**

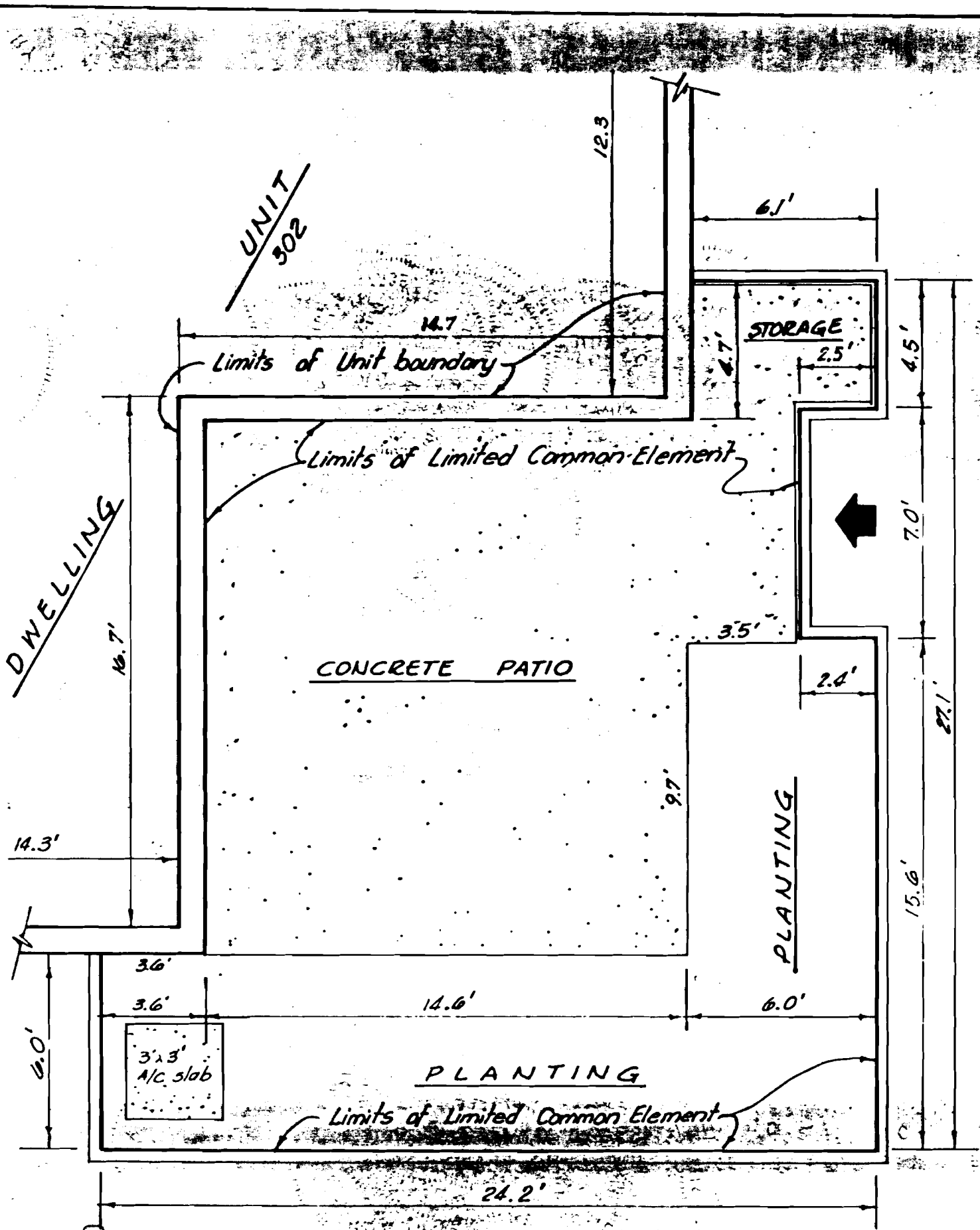
DATE: NOV. 4, 1980

EXHIBIT F

SHEET 5 OF 7

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PAGE
1120



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 301 THRU 304

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE THREE

BANANA BAY, A CONDOMINIUM

DATE: NOV. 4, 1980

EXHIBIT F

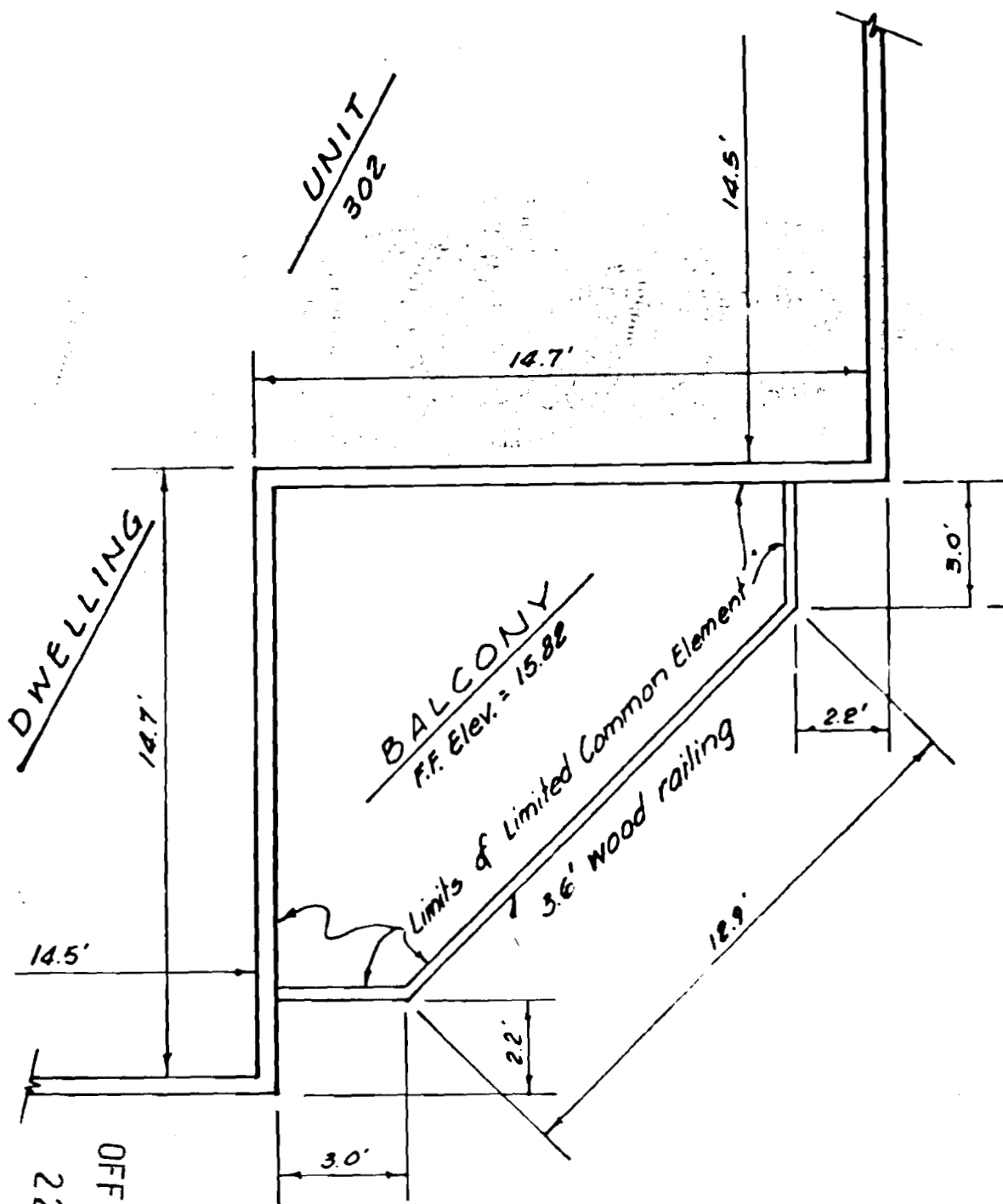
SHEET 6 OF 7

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187



TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 301 THRU 304

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY," ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE THREE
BANANA BAY, A CONDOMINIUM**

DATE: NOV. 4, 1980

EXHIBIT F

SHEET 7 OF 7

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AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, pages 1372, through 1381, and as further amended in Official Records Book 2270, page 1112, of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED.

together with improvements thereon, containing four (4) two-story apartment buildings, having a total of sixteen (16) apartments and other appurtenant improvements more specifically described on Exhibit "G", Exhibit "H", Exhibit "I" and Exhibit "J" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112 of the Public Records of Brevard County, Florida, Article XIV, hereby amends and expands said Declaration above-described and submits the following described real property:

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting therefor the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of nine (9) pages, Exhibit "E", consisting of six (6) pages, Exhibit "F", consisting of six (6) pages Exhibit "G", consisting of seven (7) pages, Exhibit "H", consisting of seven (7) pages, Exhibit "I", consisting of seven (7) pages and Exhibit "J", consisting of seven (7) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibit "A", Sheet 4 of Exhibit "E", Sheet 4 of Exhibit "F", Sheet 4 of Exhibit "G", Sheet 4 of Exhibit "H", Sheet 4 of Exhibit "I" and Sheet 4 of Exhibit "J", attached to this Declaration of Condominium.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article III of the Declaration of Condominium by deleting the one-twelfth (1/12) and substituting one-twenty-eighth (1/28) therefor throughout Article III.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article IV of the Declaration of Condominium by deleting the first sentence in the paragraph and substituting therefor:

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"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", Sheet 4, Exhibit "E", Sheet 4, Exhibit "F", Sheet 4, Exhibit "G", Sheet 4, Exhibit "H", Sheet 4, Exhibit "I", Sheet 4 and Exhibit "J", Sheet 4, attached hereto,"

and by deleting the last sentence in the second paragraph and substituting therefor:

"In addition, there are twenty-eight (28) carports and twenty-eight (28) parking spaces, the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I" and Exhibit "J", attached hereto, which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports and parking spaces are hereby made limited common elements,"

and by deleting the third paragraph and substituting therefor:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I" and Exhibit "J", are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VI of the Declaration of Condominium by deleting twelve (12) from paragraph two and substituting twenty-eight (28) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VII of the Declaration of Condominium by deleting the one-twelfth (1/12) from paragraph one and substituting one-twenty-eighth (1/28) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting ONE-EIGHTH (1/8) paragraph four and substituting ONE-TWENTY-EIGHTH (1/28) therefor.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 16th day of March, 1981.

Signed, sealed and delivered
in the presense of:

WONDER VIEW DEVELOPMENT CORP.

Wanda M. Stanciewicz

By William M. Young
President

Cynthia J. Maest

~~xAttestx~~ _____
xSecretary

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on the 16th day of March, 1981, before me personally appeared William M. Young ~~and~~ _____, President and ~~Secretary~~ ~~respectively~~ of WONDER VIEW DEVELOPMENT CORP., a Florida corporation, to me known to be the persons ~~as~~ described in and who executed the foregoing and ~~severally~~ acknowledged the execution thereof to be ~~their~~ ^{his} free act and deed as such officers, ~~for~~ for the uses and purposes therein mentioned; and that ~~they~~ affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Cocoa Beach, Brevard County, Florida, the day and year last aforesaid.

Cynthia J. Maest
Notary Public

My commission expires: 3-4-84

LEGAL DESCRIPTION: PHASE FOUR

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 139.53 FEET TO THE POINT OF BEGINNING; THENCE S01°12'53"W FOR A DISTANCE OF 91.16 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 31.63 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 26.34 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 47.13 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 117.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 78.76 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.193 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PHASE FIVE

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 218.29 FEET TO THE POINT OF BEGINNING; THENCE S01°12'53"W FOR A DISTANCE OF 156.16 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 62.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 32.24 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 93.67 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 101.24 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.317 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PHASE SIX

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 218.29 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 156.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01°12'53"W FOR A DISTANCE OF 40.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 15.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 85.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 119.58 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 52.76 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 32.58 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 32.24 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 62.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.273 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PHASE SEVEN

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE S03°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 255.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N83°58'50"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 64.12 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°30'09" FOR A DISTANCE OF 17.12 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 129.52 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 85.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 15.50 FEET; THENCE S03°47'07"E FOR A DISTANCE OF 69.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 48.84 FEET; THENCE S03°47'07"W FOR A DISTANCE OF 67.00 FEET; THENCE S06°01'10"W FOR A DISTANCE OF 72.77 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.366 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;


I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "G" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 24 DAY OF FEBRUARY, A.D., 1981

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

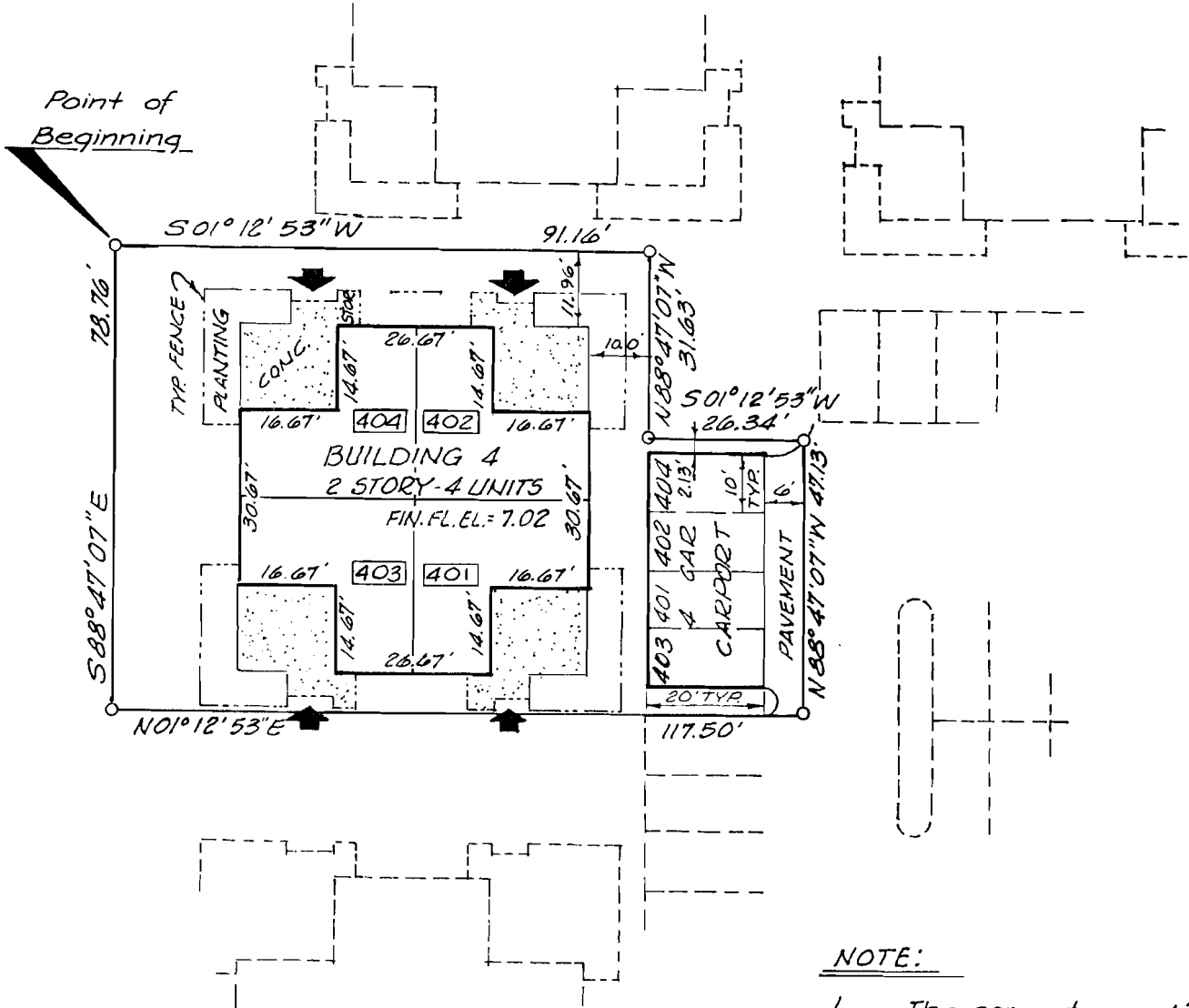
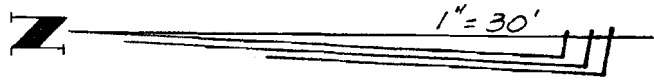
SWORN TO AND SUBSCRIBED BEFORE ME
THIS 24 DAY OF February, A.D., 1981


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8 1983
MY COMMISSION EXPIRES _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8 1983
BONDED THRU GENERAL AND UNDERWRITERS

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EXHIBIT "G" SHEET 1 OF 7
1199

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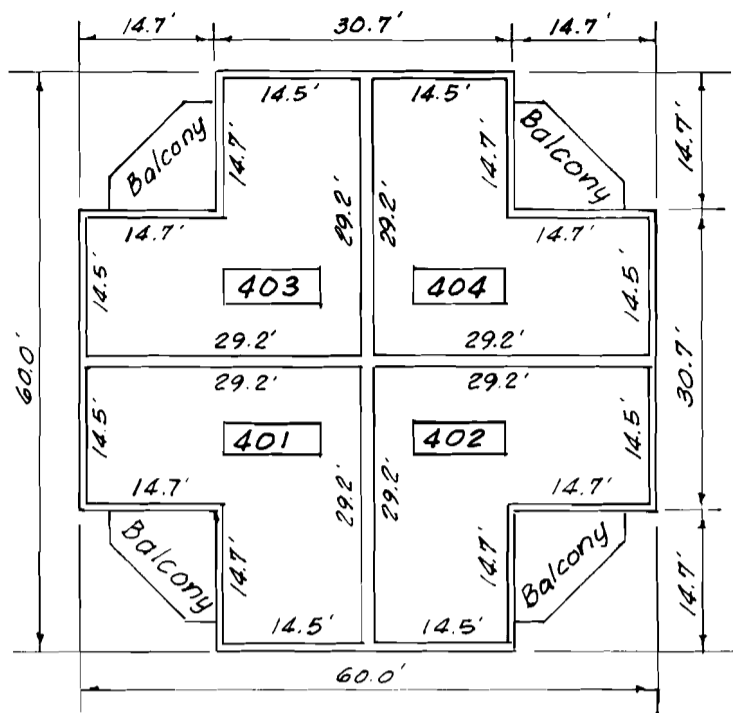
NOTE:

1. The carports are Limited Common Elements corresponding to the Unit numbers as shown.
2. **401** Denotes unit numbers.

LEGAL DESCRIPTION: PHASE FOUR

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE $N07^{\circ}20'47''E$ ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 139.53 FEET TO THE POINT OF BEGINNING; THENCE $S01^{\circ}12'53''W$ FOR A DISTANCE OF 91.16 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 31.63 FEET; THENCE $S01^{\circ}12'53''W$ FOR A DISTANCE OF 26.34 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 47.13 FEET; THENCE $N01^{\circ}12'53''E$ FOR A DISTANCE OF 117.50 FEET; THENCE $S88^{\circ}47'07''E$ FOR A DISTANCE OF 78.76 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.193 ACRES MORE OR LESS.

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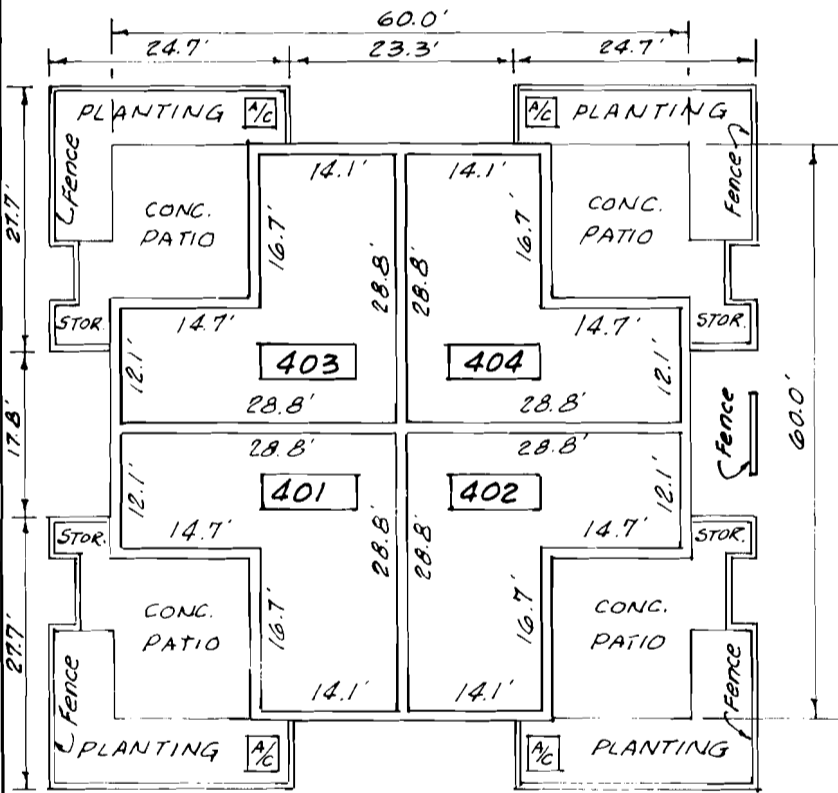


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls
3. The 2nd floor finished floor elevation is 15.94 feet.
4. The 2nd floor finished ceiling elevation is 24.01 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 7.02 feet.
3. The 1st floor finished ceiling elevation is 14.98 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.

BUILDING 4
FLOOR PLAN

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [401] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

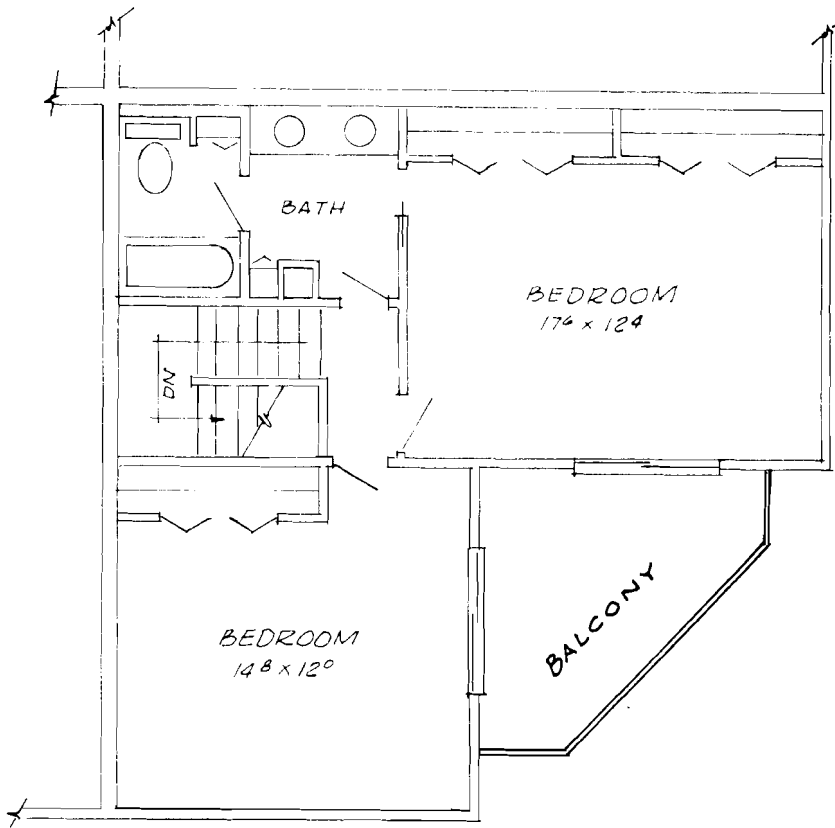
PHASE FOUR
BANANA BAY, A CONDOMINIUM

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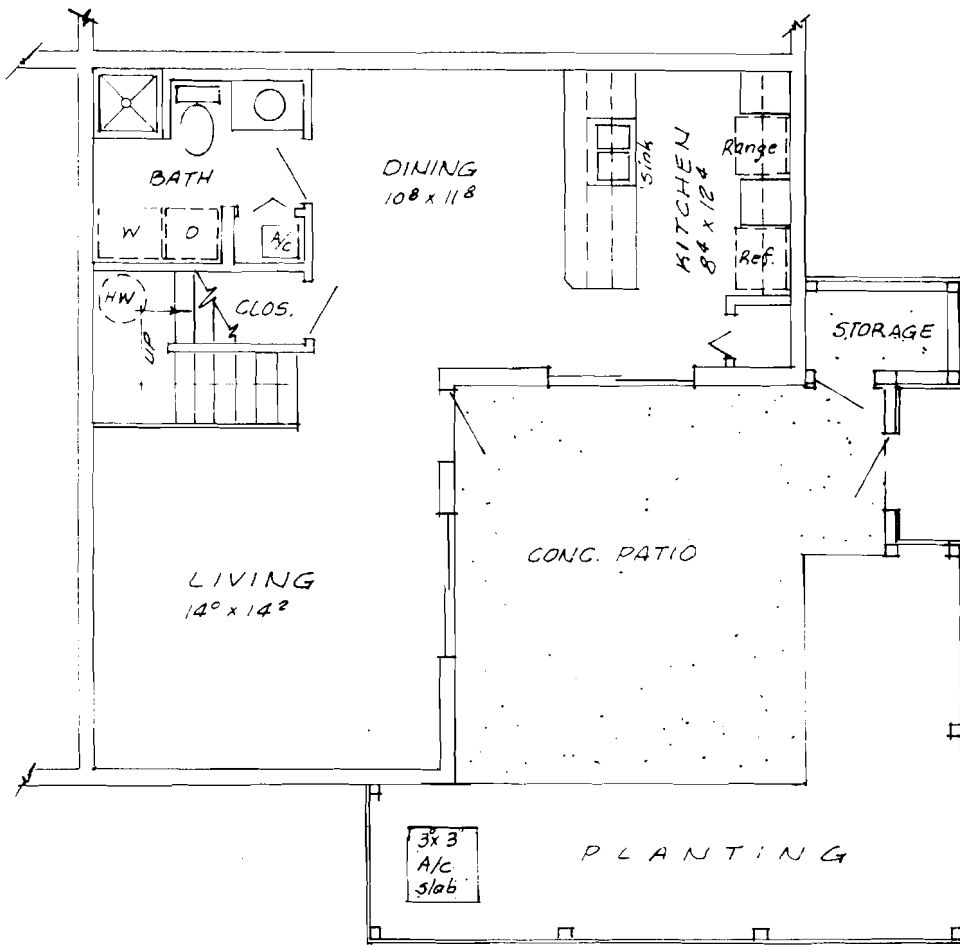
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SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 4

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET OF 7 IN EXHIBIT G AND WERE DERIVED FROM ARCHITECT'S PLANS

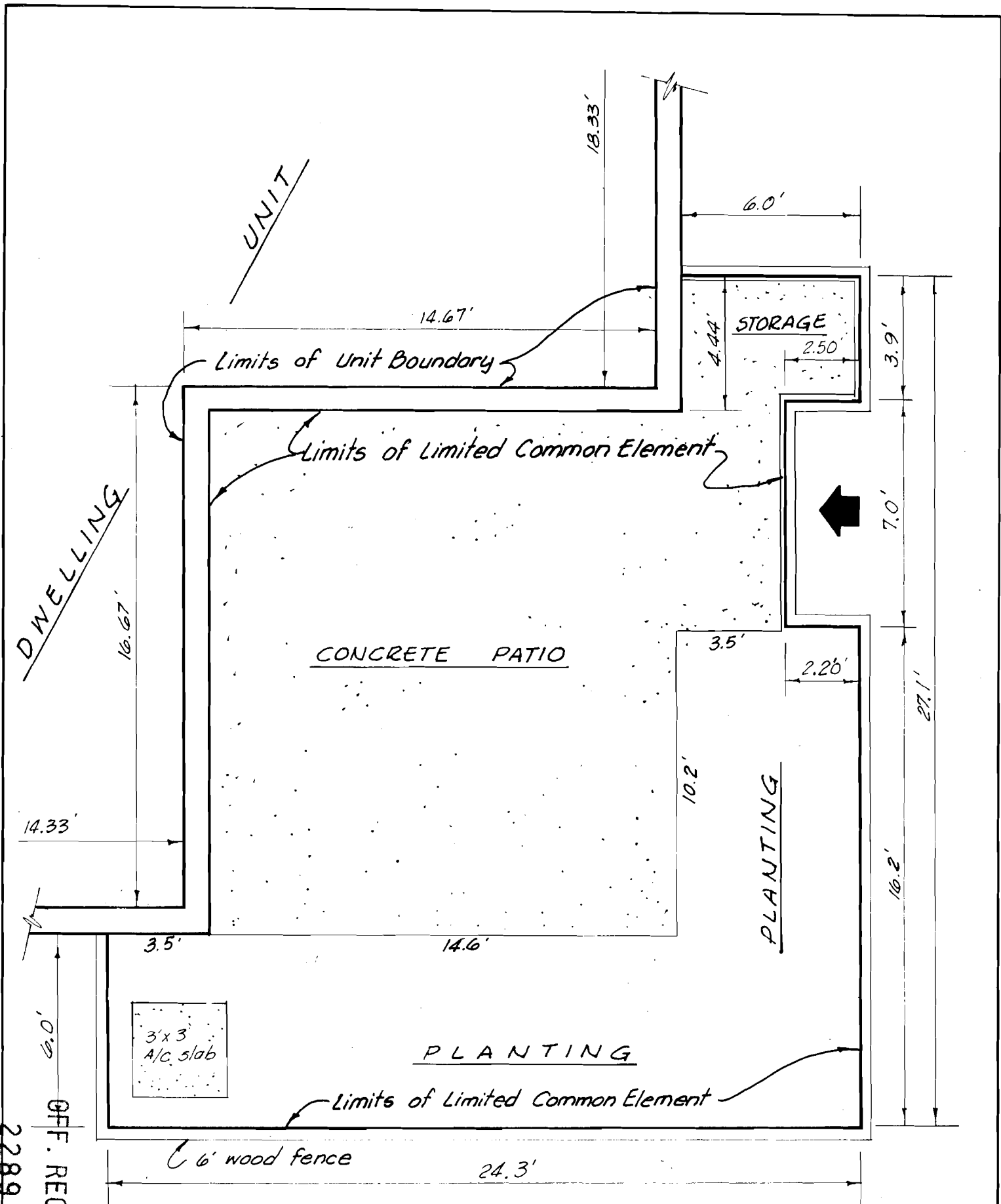
**PHASE FOUR
BANANA BAY, A CONDOMINIUM**

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PAGE



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 101 THRU 2204

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 6 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

**PHASE FOUR
BANANA BAY, A CONDOMINIUM**

DWELLING

UNIT

STORAGE

CONCRETE PATIO

PLANTING

PLANTING

3'x3
A/C slab

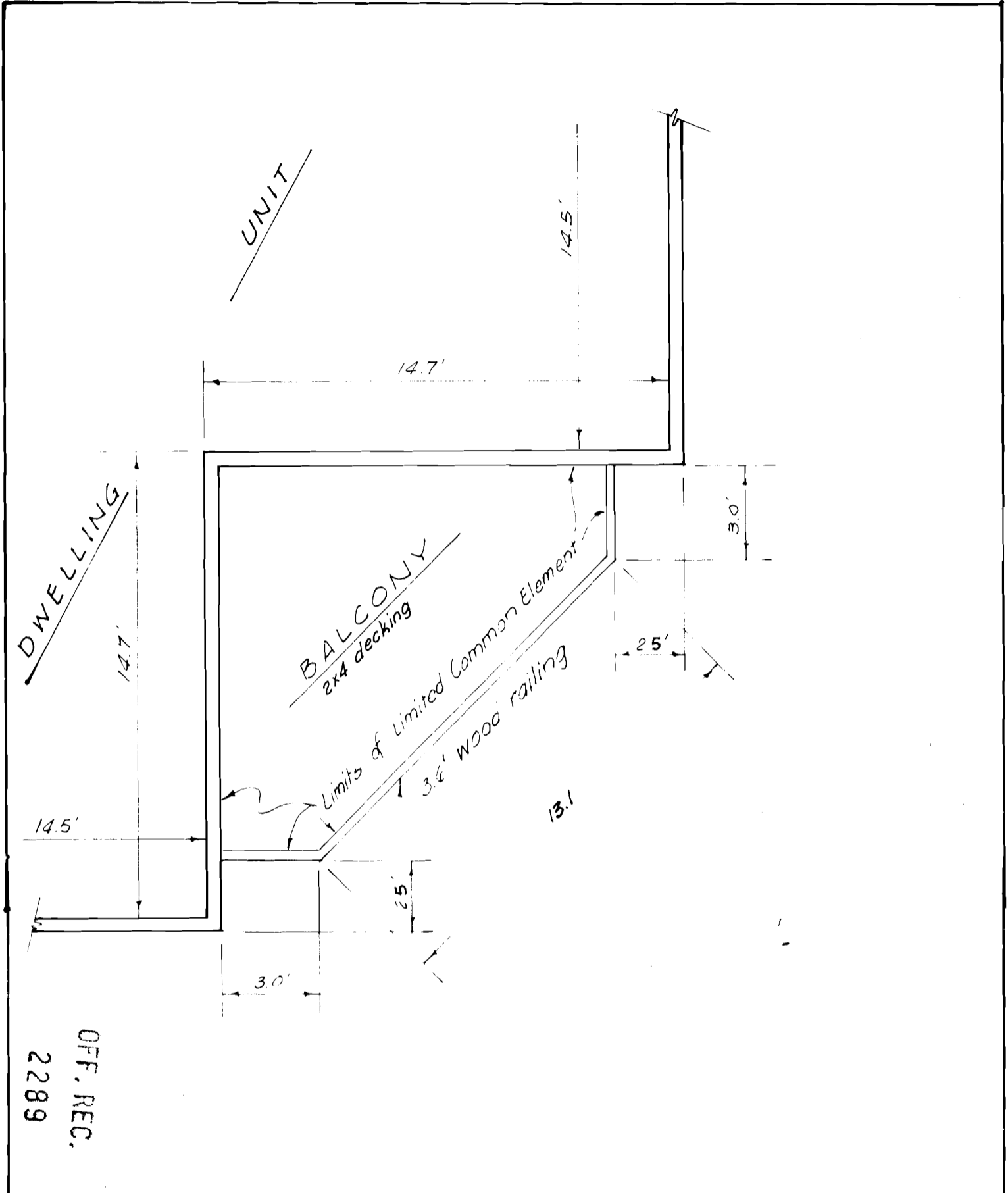
6' wood fence

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TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 401 THRU 404

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY," ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE FOUR
BANANA BAY, A CONDOMINIUM**

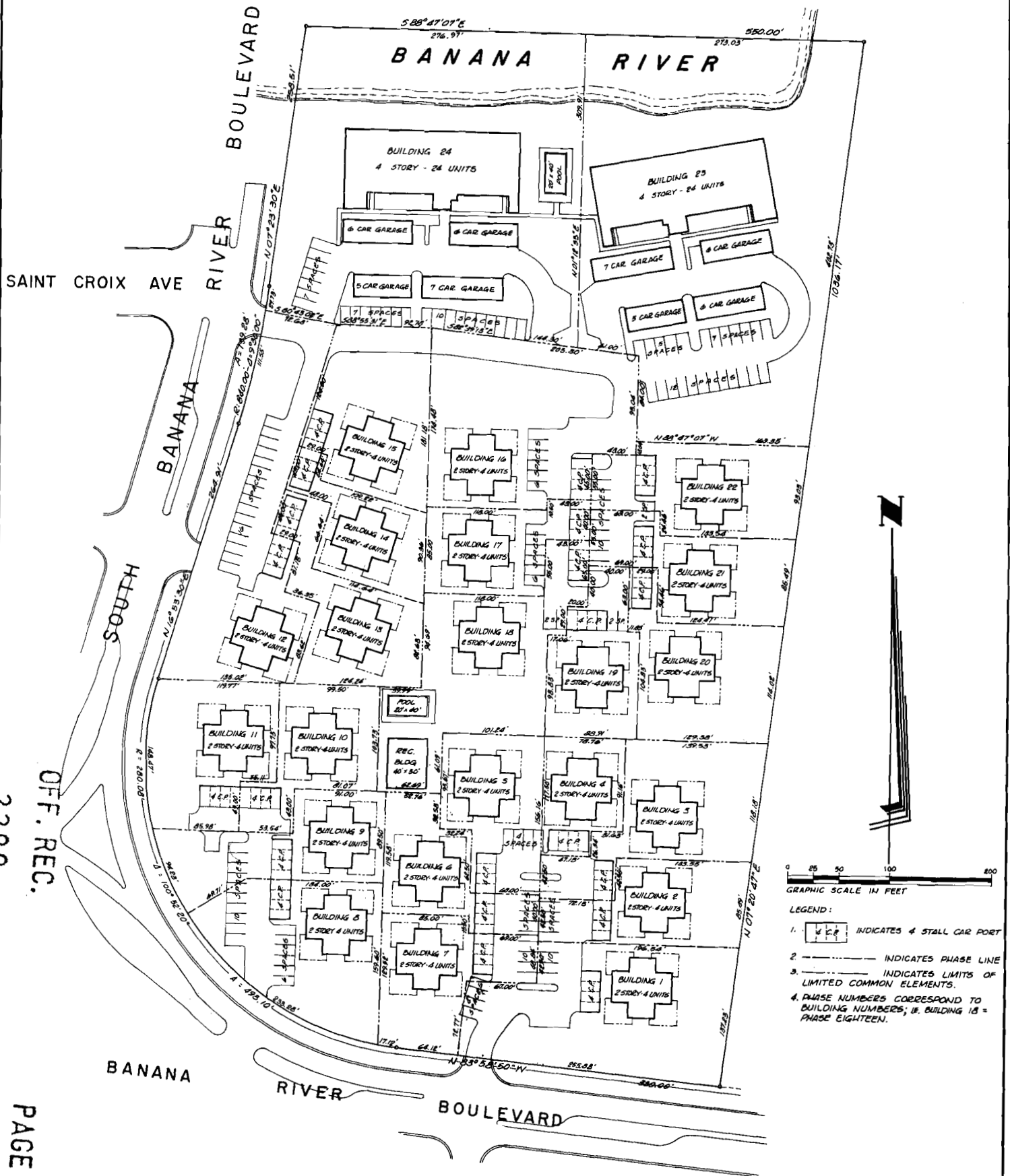
DATE: 16 FEB , 1981

EXHIBIT G

SHEET 7 OF 7

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SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE FIVE
BANANA BAY, A CONDOMINIUM**

DATE: 16 FEBRUARY 1981

EXHIBIT H

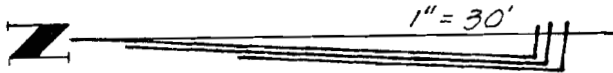
SHEET 2 OF 7

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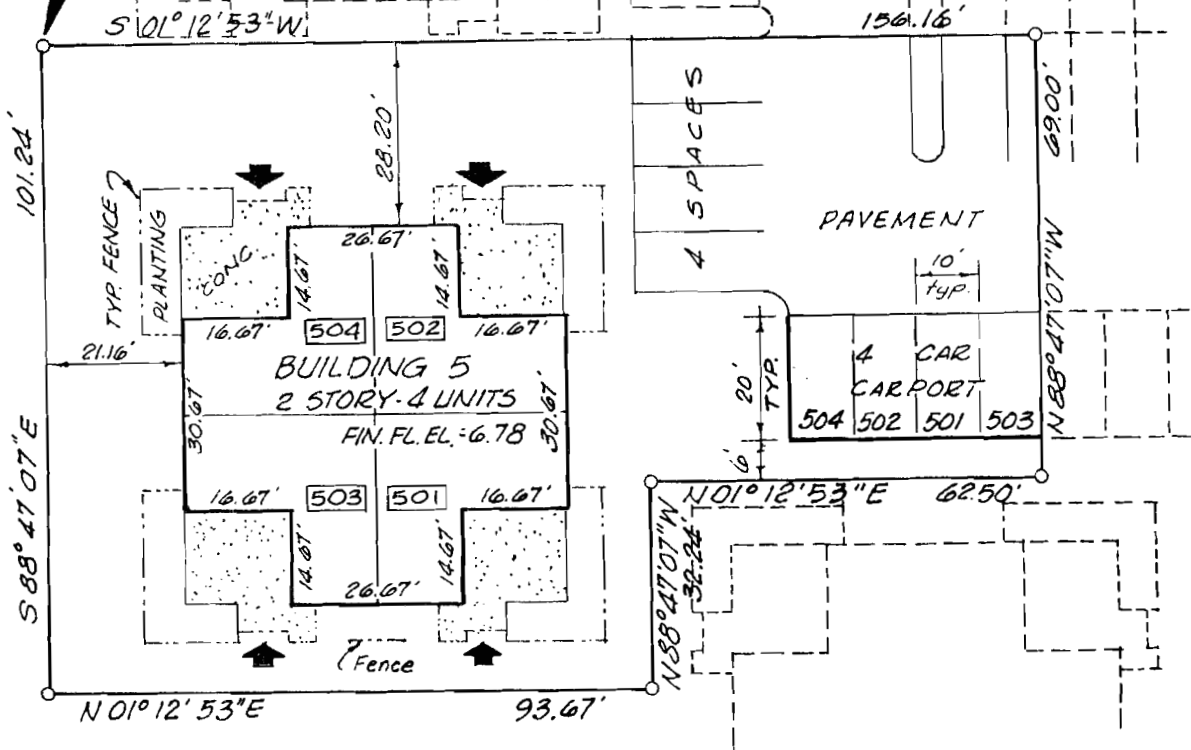
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Point of Beginning



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NOTE:

1. The carports are Limited Common Elements corresponding to the Unit numbers as shown.
2. [501] Denotes unit number.

LEGAL DESCRIPTION: PHASE FIVE

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE $N07^{\circ}20'47''E$ ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 218.29 FEET TO THE POINT OF BEGINNING; THENCE $S01^{\circ}12'53''W$ FOR A DISTANCE OF 156.16 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 69.00 FEET; THENCE $N01^{\circ}12'53''E$ FOR A DISTANCE OF 62.50 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 32.24 FEET; THENCE $N01^{\circ}12'53''E$ FOR A DISTANCE OF 93.67 FEET; THENCE $S88^{\circ}47'07''E$ FOR A DISTANCE OF 101.24 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.317 ACRES MORE OR LESS.

PHASE FIVE
BANANA BAY, A CONDOMINIUM

DATE: 16 FEB. , 1981

EXHIBIT H

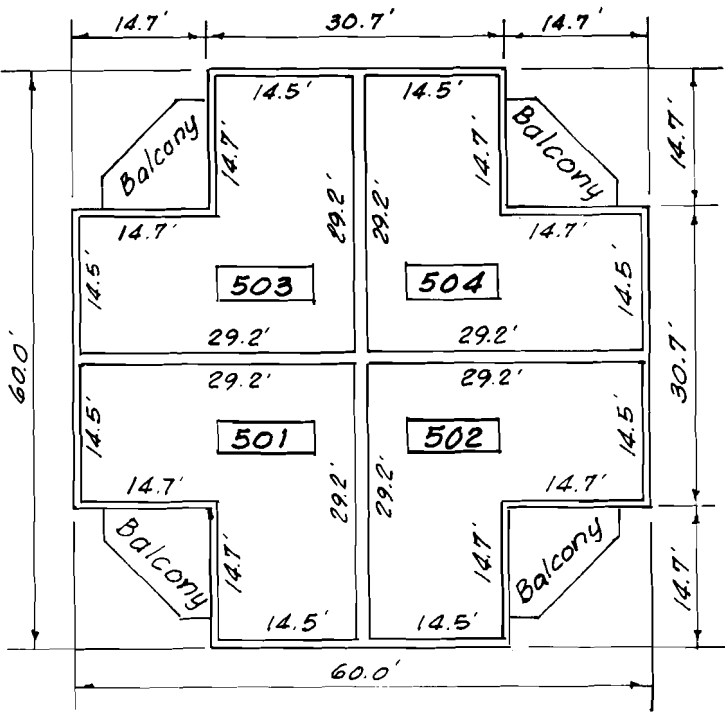
SHEET 3 OF 7

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NOTES:

SECOND FLOOR ONLY

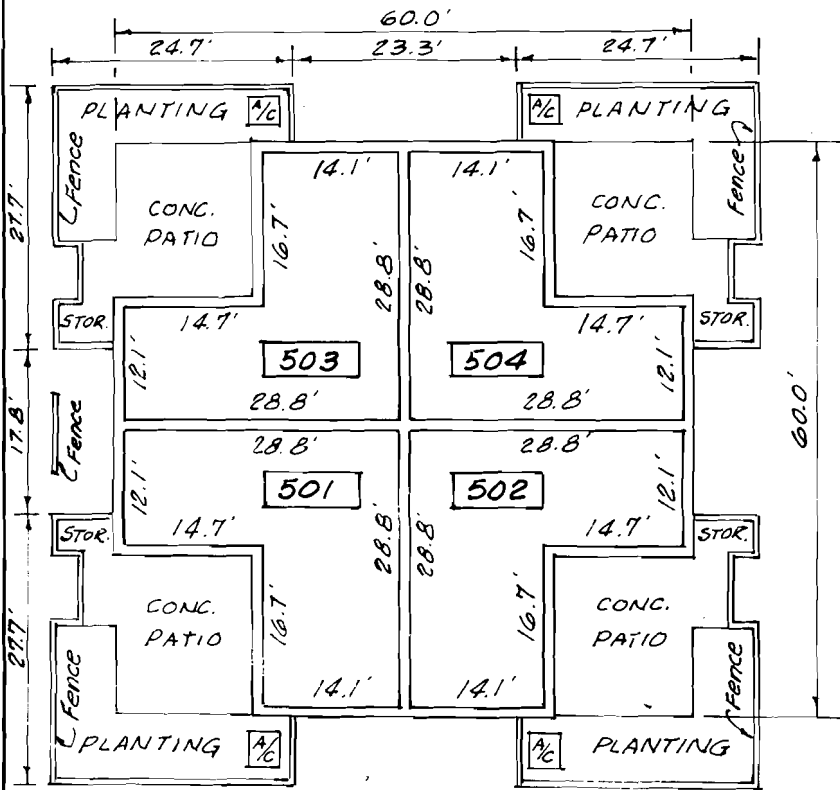
1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls
3. The 2nd floor finished floor elevation is 15.69 feet.
4. The 2nd floor finished ceiling elevation is 23.71 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



SECOND FLOOR

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.78 feet.
3. The 1st floor finished ceiling elevation is 14.75 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.



FIRST FLOOR

BUILDING 5
FLOOR PLAN

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [501] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE FIVE

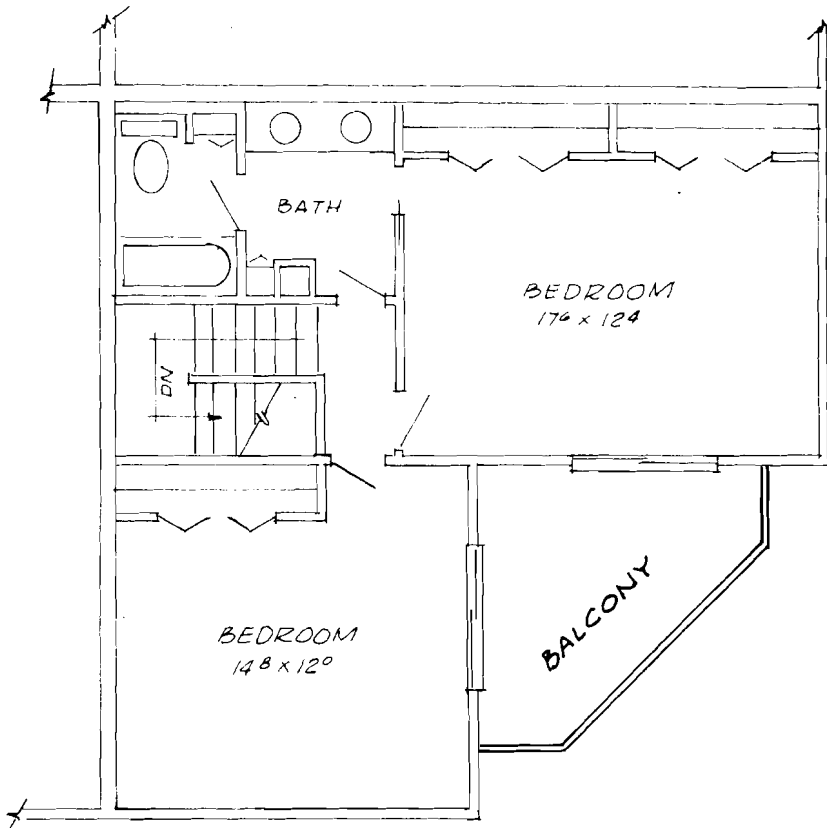
BANANA BAY, A CONDOMINIUM

DATE: 16 FEBRUARY 1981

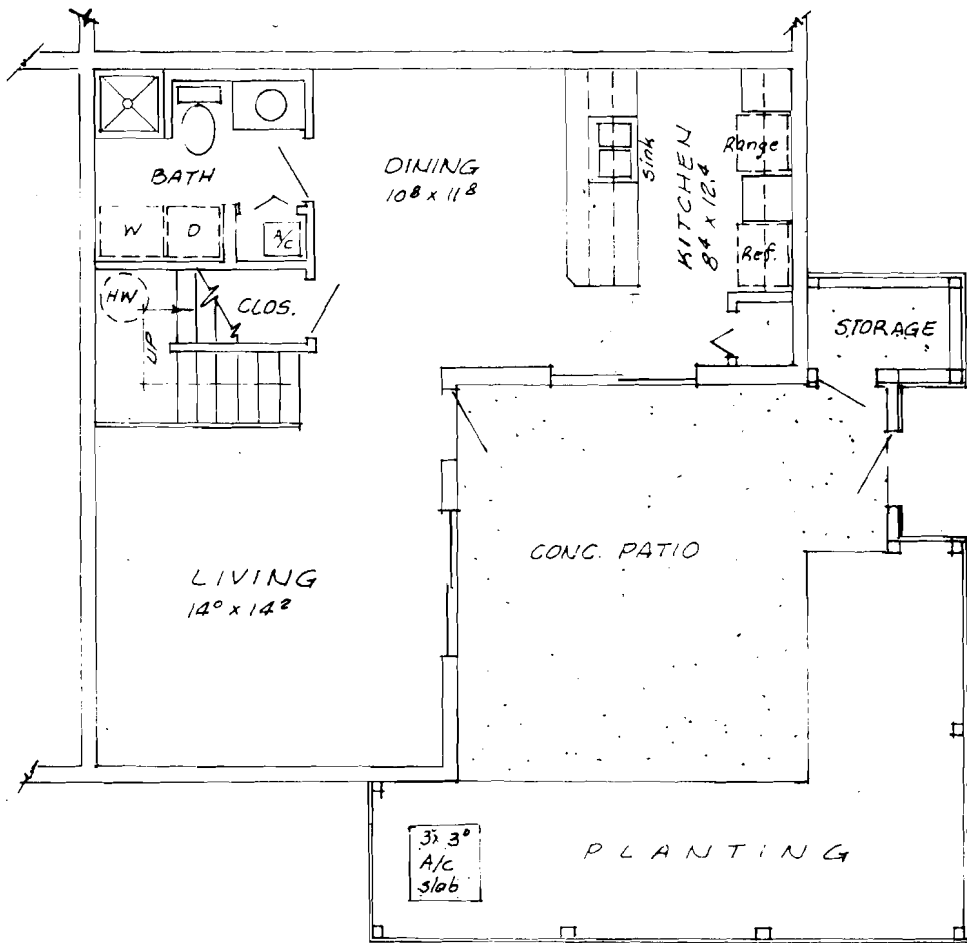
EXHIBIT H

SHEET 4 OF 7

2289
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1209



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 5

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT H AND WERE DERIVED FROM ARCHITECT'S PLANS.

PHASE FIVE
BANANA BAY, A CONDOMINIUM

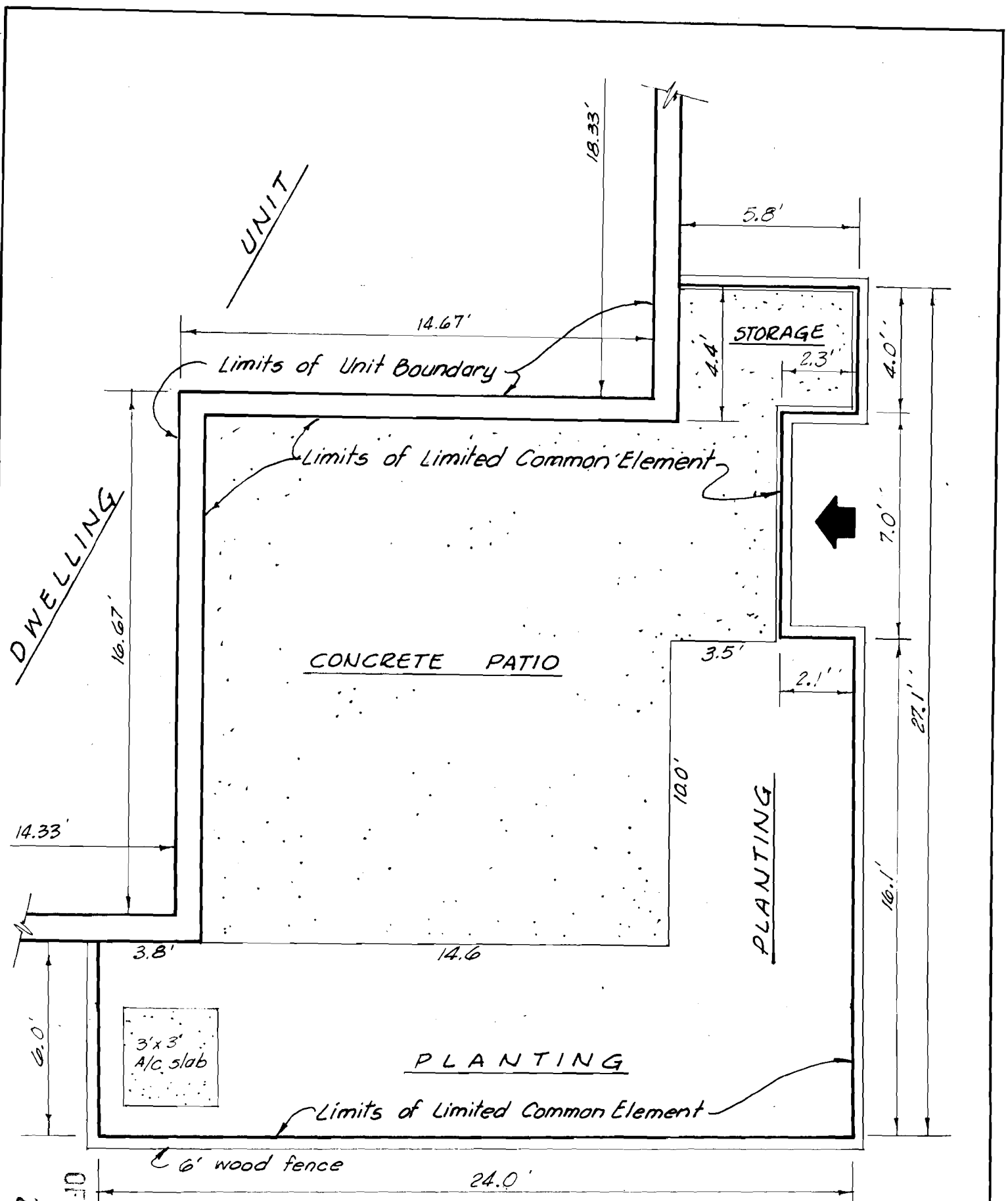
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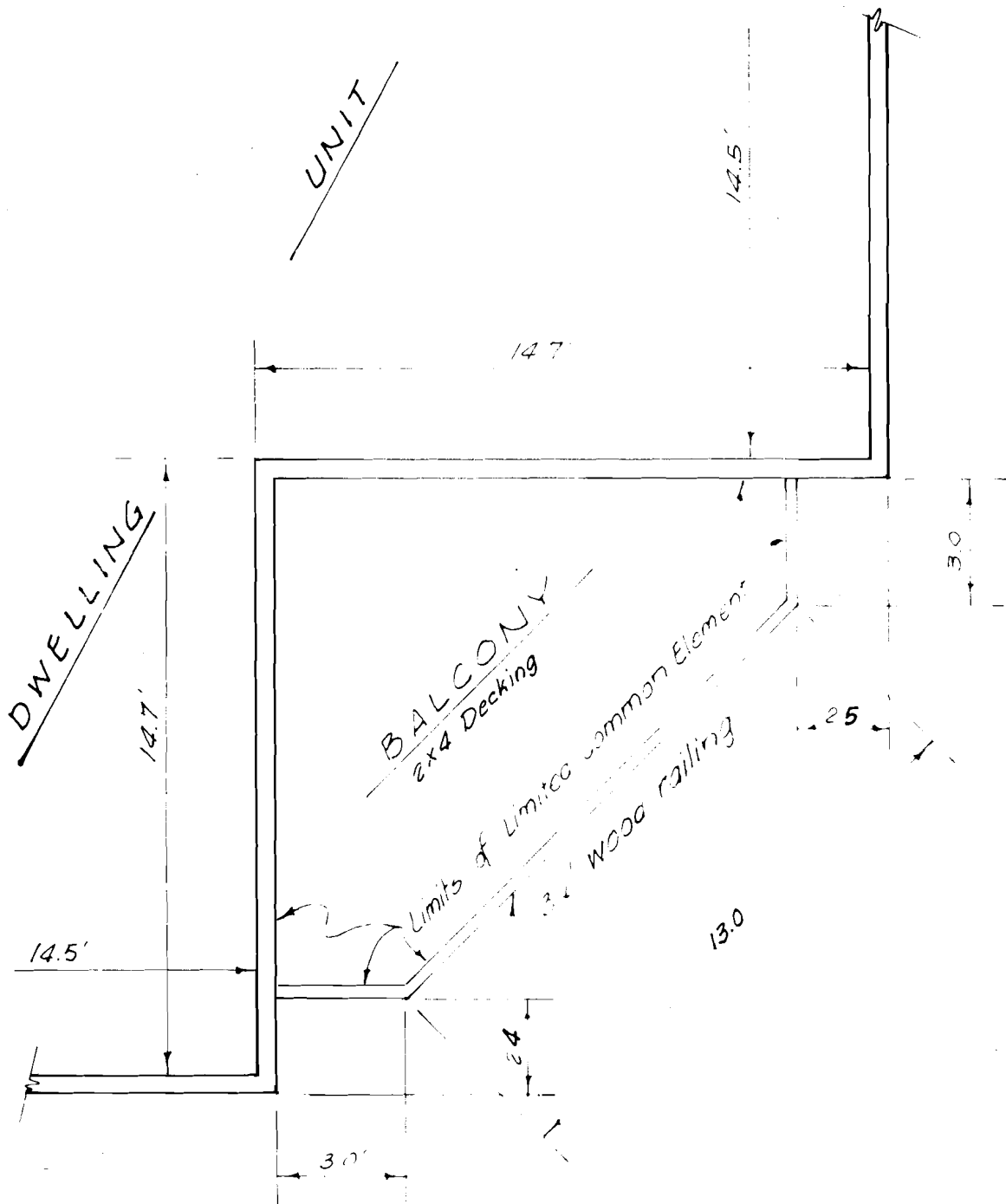
TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 101 THRU 2204

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE : THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 6 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

**PHASE FIVE
BANANA BAY, A CONDOMINIUM**

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TYPICAL PLAN OF LIMITED
COMMON ELEMENT

FOR UNITS 501 THRU 504

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY," ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE FIVE
BANANA BAY, A CONDOMINIUM**

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
COUNTY OF BREVARD) SS

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;


I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "I" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 24 DAY OF FEBRUARY, A.D., 1981

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 24 DAY OF February A.D., 1981

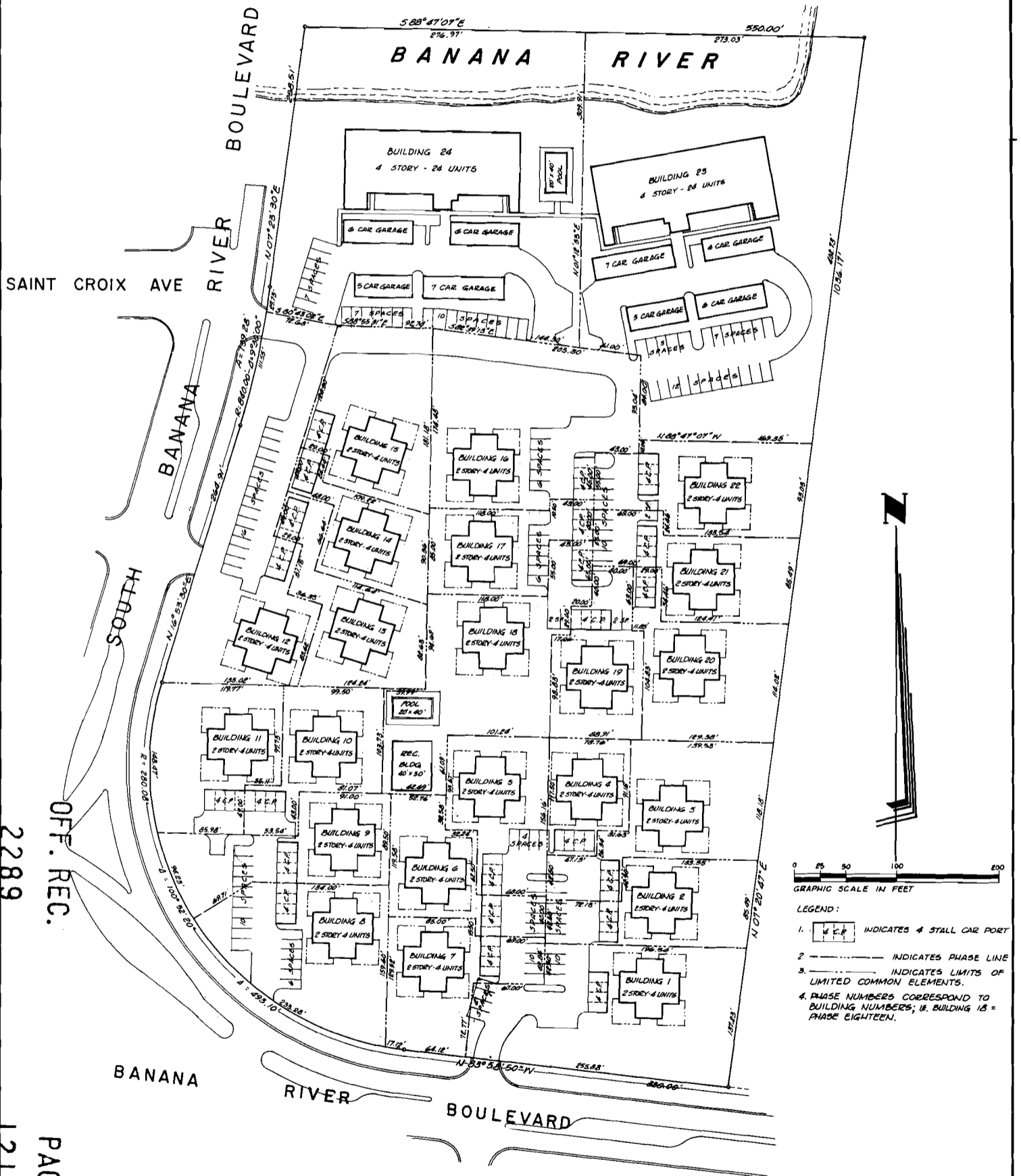

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8 1983
MY COMMISSION EXPIRES BONDED THROUGH GENERAL INS. UNDERWRITERS

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SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



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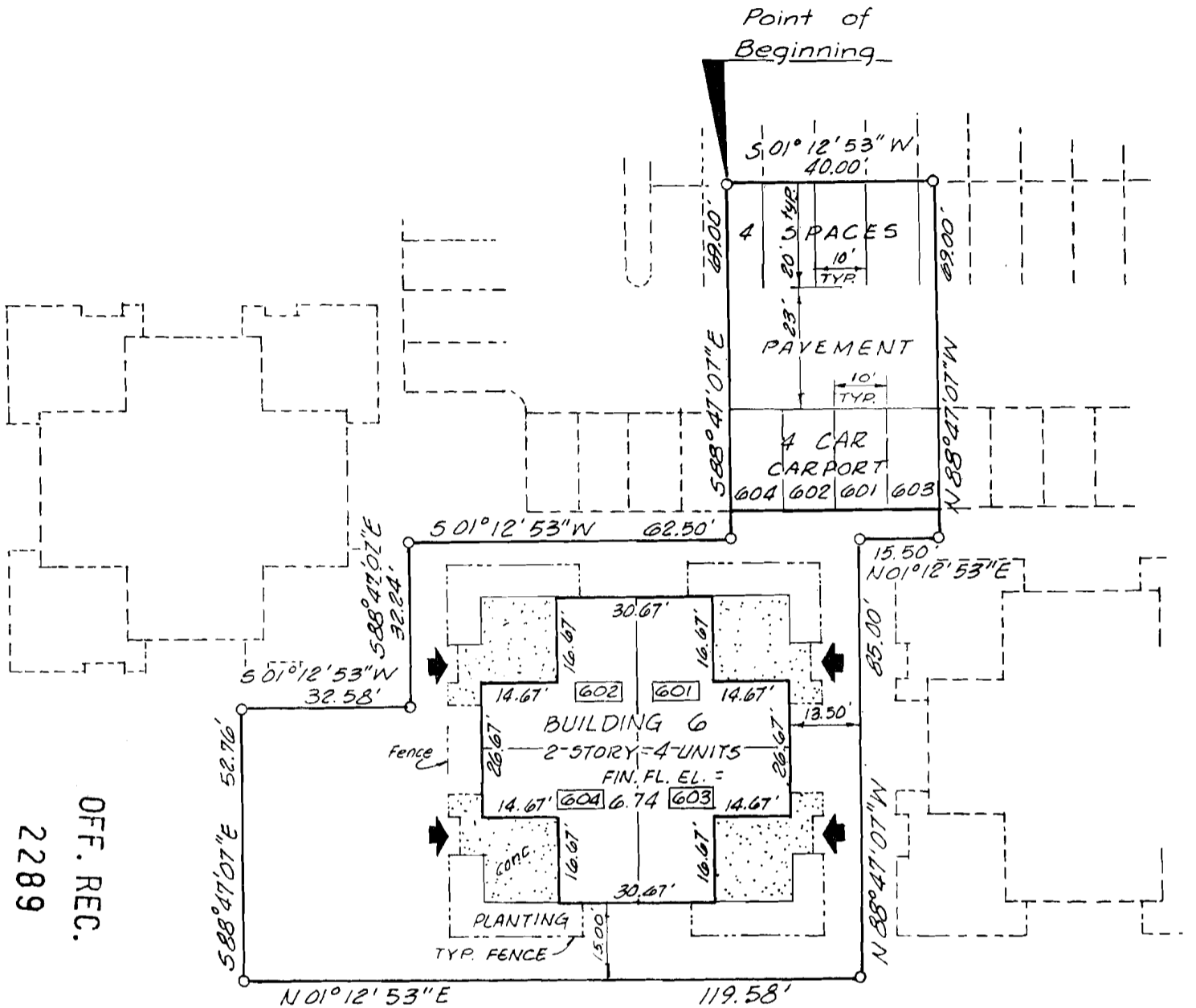
PAGE

**PHASE SIX
BANANA BAY, A CONDOMINIUM**

DATE: 16 FEBRUARY 1981

EXHIBIT 1

SHEET 2 OF 7



NOTE:

1. The carports are Limited Common Elements corresponding to the Unit numbers as shown.
2. [601] Denotes unit number.

LEGAL DESCRIPTION: PHASE SIX

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 218.29 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 156.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01°12'53"W FOR A DISTANCE OF 40.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 15.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 85.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 119.58 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 52.76 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 32.58 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 32.24 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 62.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.273 ACRES MORE OR LESS.

**PHASE SIX
BANANA BAY, A CONDOMINIUM**

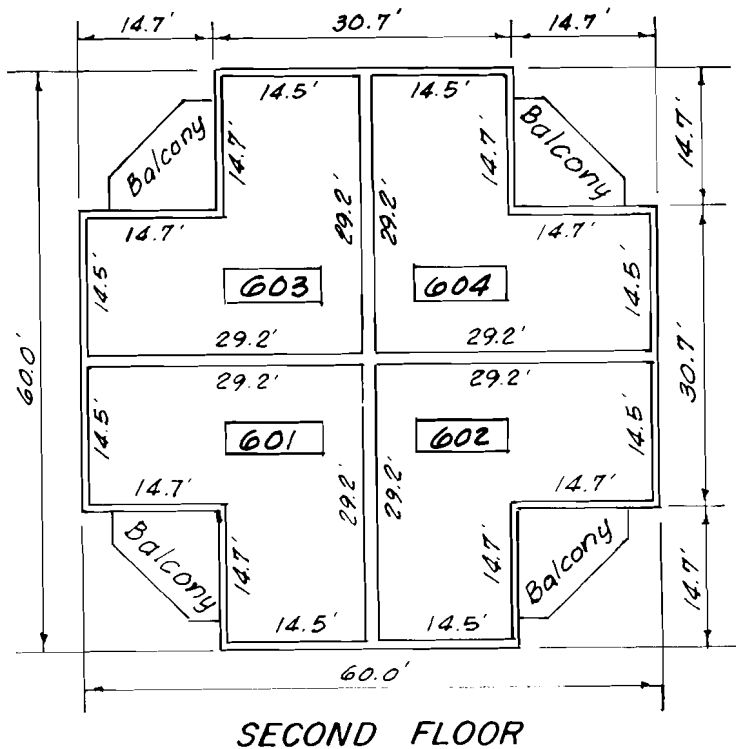
DATE: 16 FEB. 1981

EXHIBIT I

SHEET 3 OF 7

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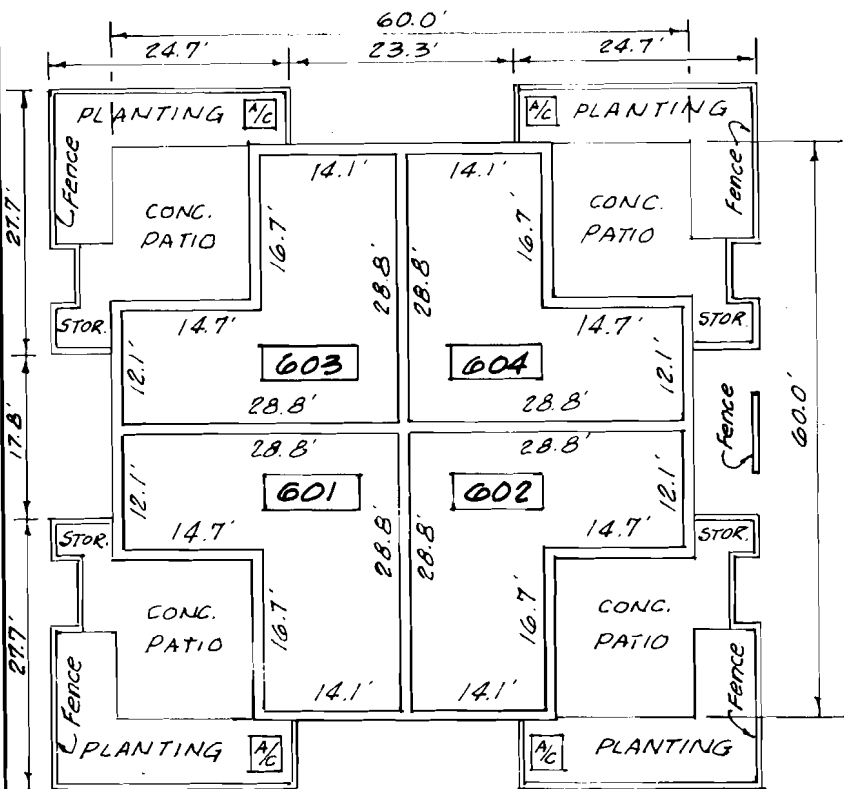


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls
3. The 2nd floor finished floor elevation is 15.63 feet.
4. The 2nd floor finished ceiling elevation is 23.72 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.

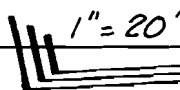


FIRST FLOOR

BUILDING 6
FLOOR PLAN

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.74 feet.
3. The 1st floor finished ceiling elevation is 14.66 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.



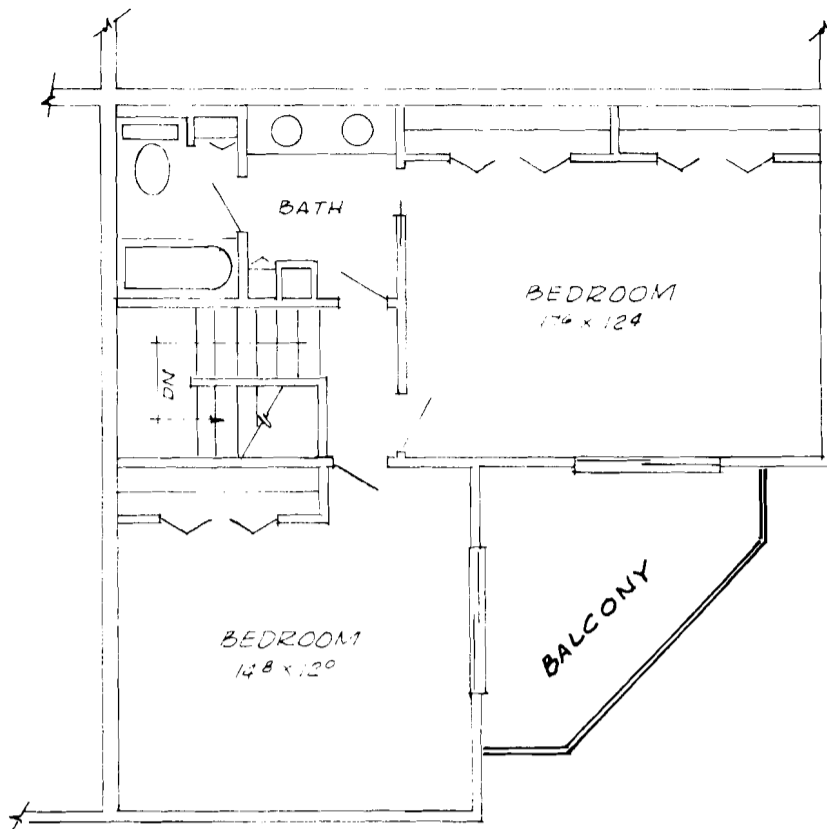
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [601] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

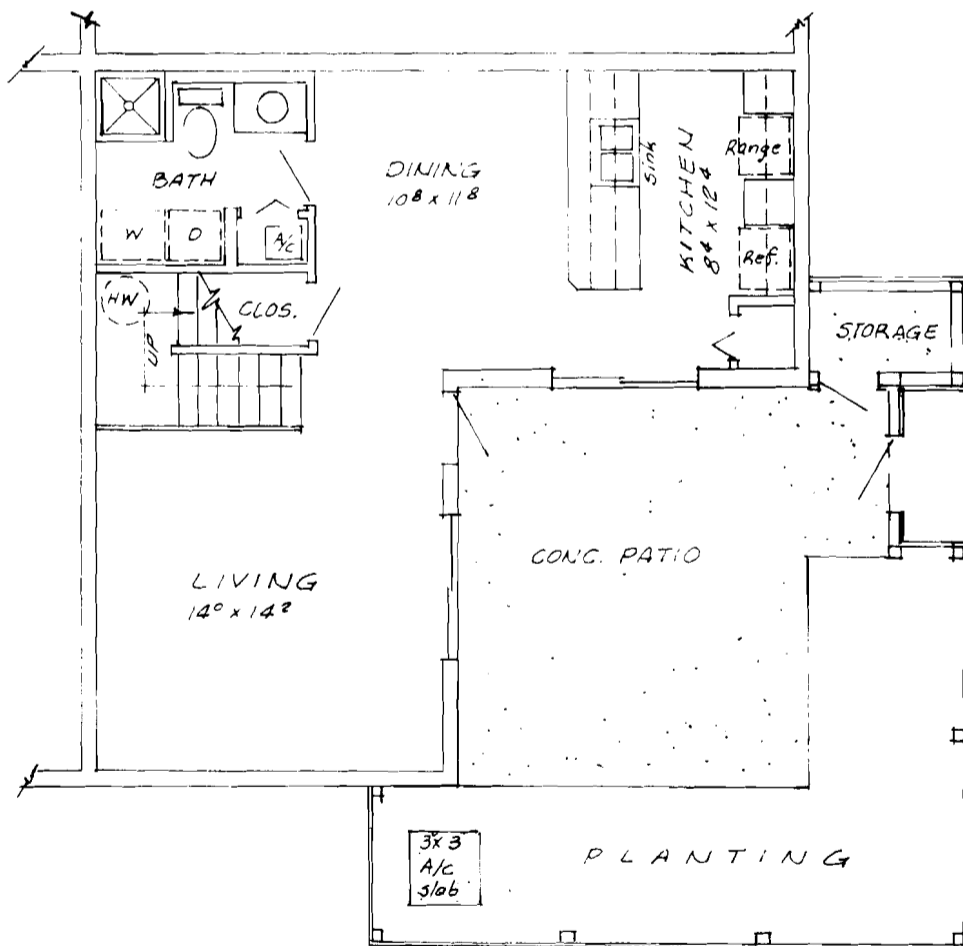
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1216

PHASE SIX
BANANA BAY, A CONDOMINIUM



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 6

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT I AND WERE DERIVED FROM ARCHITECT'S PLANS

PHASE SIX
BANANA BAY, A CONDOMINIUM

DATE: 16 FEB. 1981

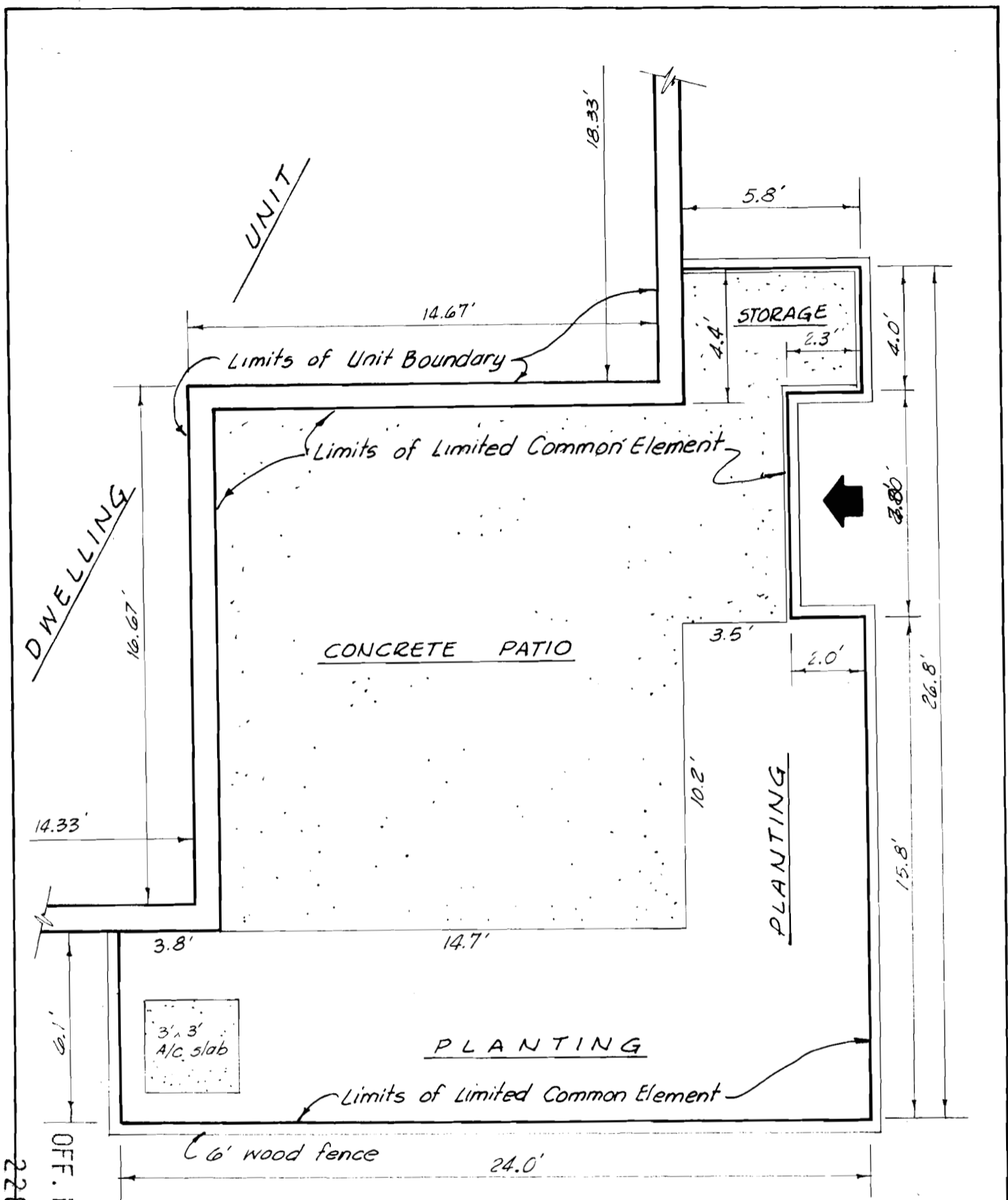
EXHIBIT I

SHEET 5 OF 7

OFF. REC.
2289

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TYPICAL PLAN OF LIMITED
COMMON ELEMENTS

FOR UNITS 601 THRU 604

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 6 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

**PHASE SIX
BANANA BAY, A CONDOMINIUM**

DATE: 16 FEBRUARY 1981

EXHIBIT I

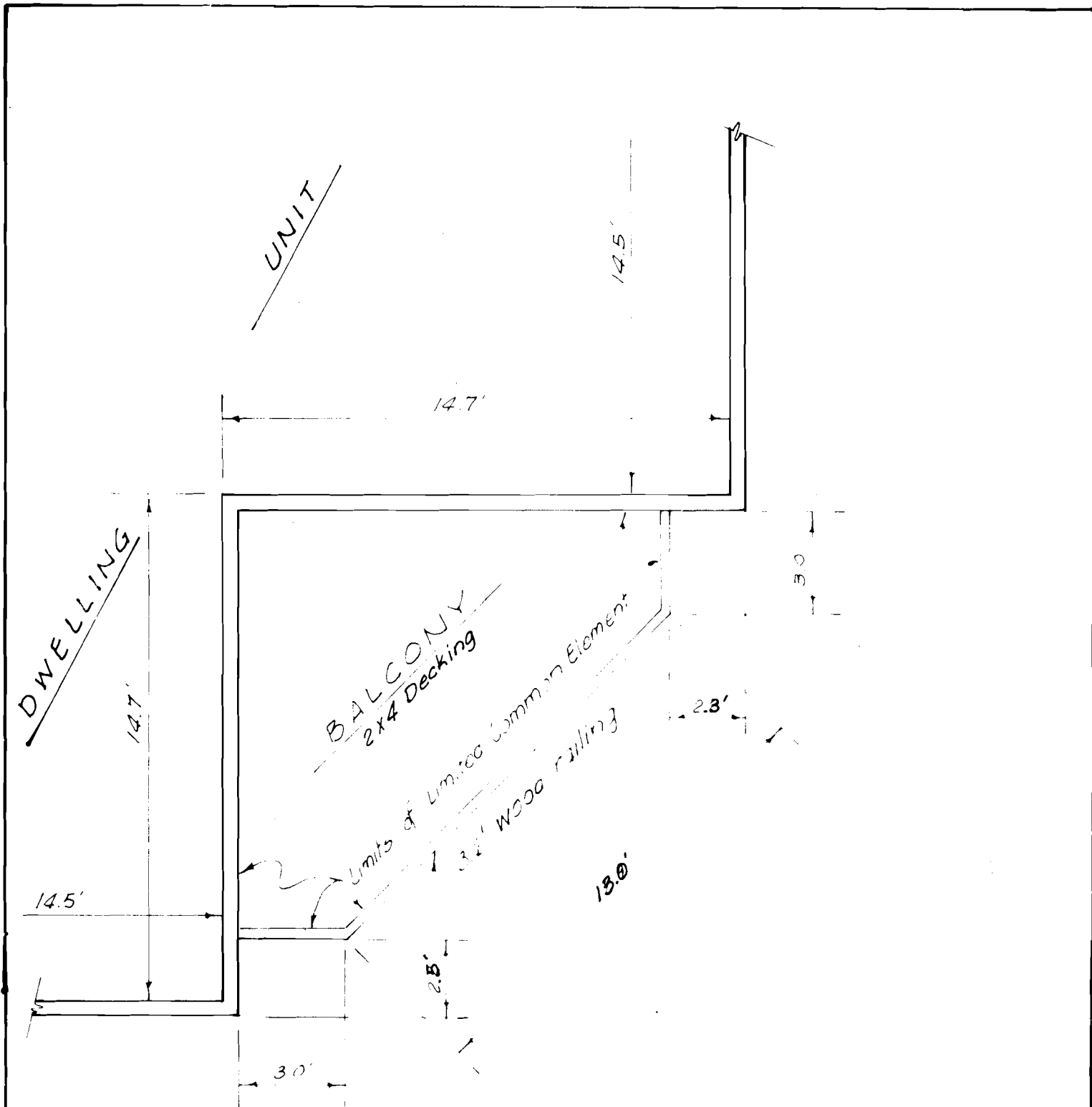
SHEET 6 OF 7

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PAGE 2



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TYPICAL PLAN OF LIMITED
COMMON ELEMENT

FOR UNITS 601 THRU 604

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

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**PHASE SIX
BANANA BAY, A CONDOMINIUM**

DATE: 16 FEB. , 1981

EXHIBIT I

SHEET 7 OF 7

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
COUNTY OF BREVARD) SS

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;


I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "J" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 24 DAY OF FEBRUARY, A.D., 1981

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

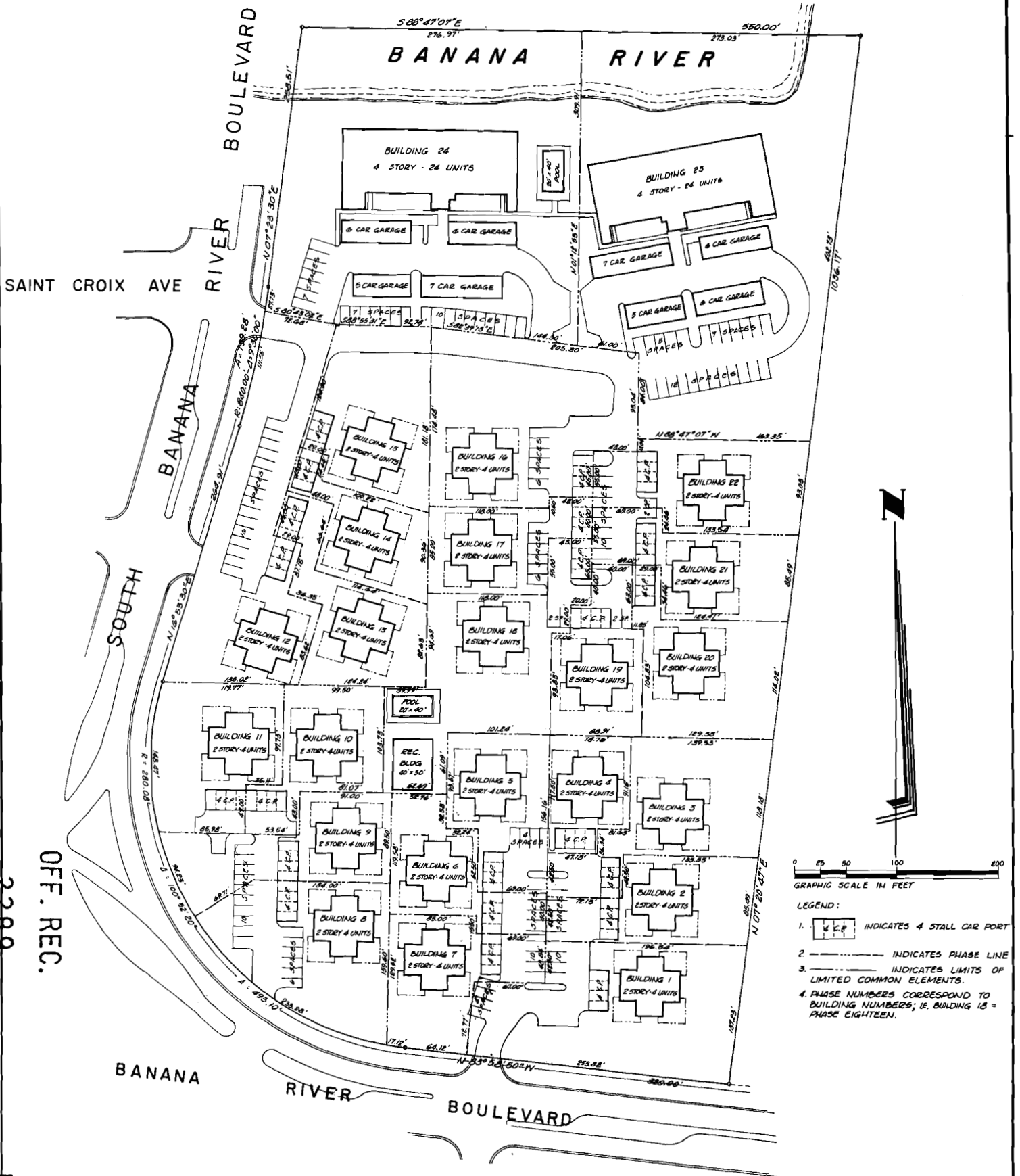
SWORN TO AND SUBSCRIBED BEFORE ME
THIS 24 DAY OF February, A.D., 1981


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8 1983
MY COMMISSION EXPIRES BONDED BANK GENERAL AND UNDERWRITERS

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2289

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122N

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



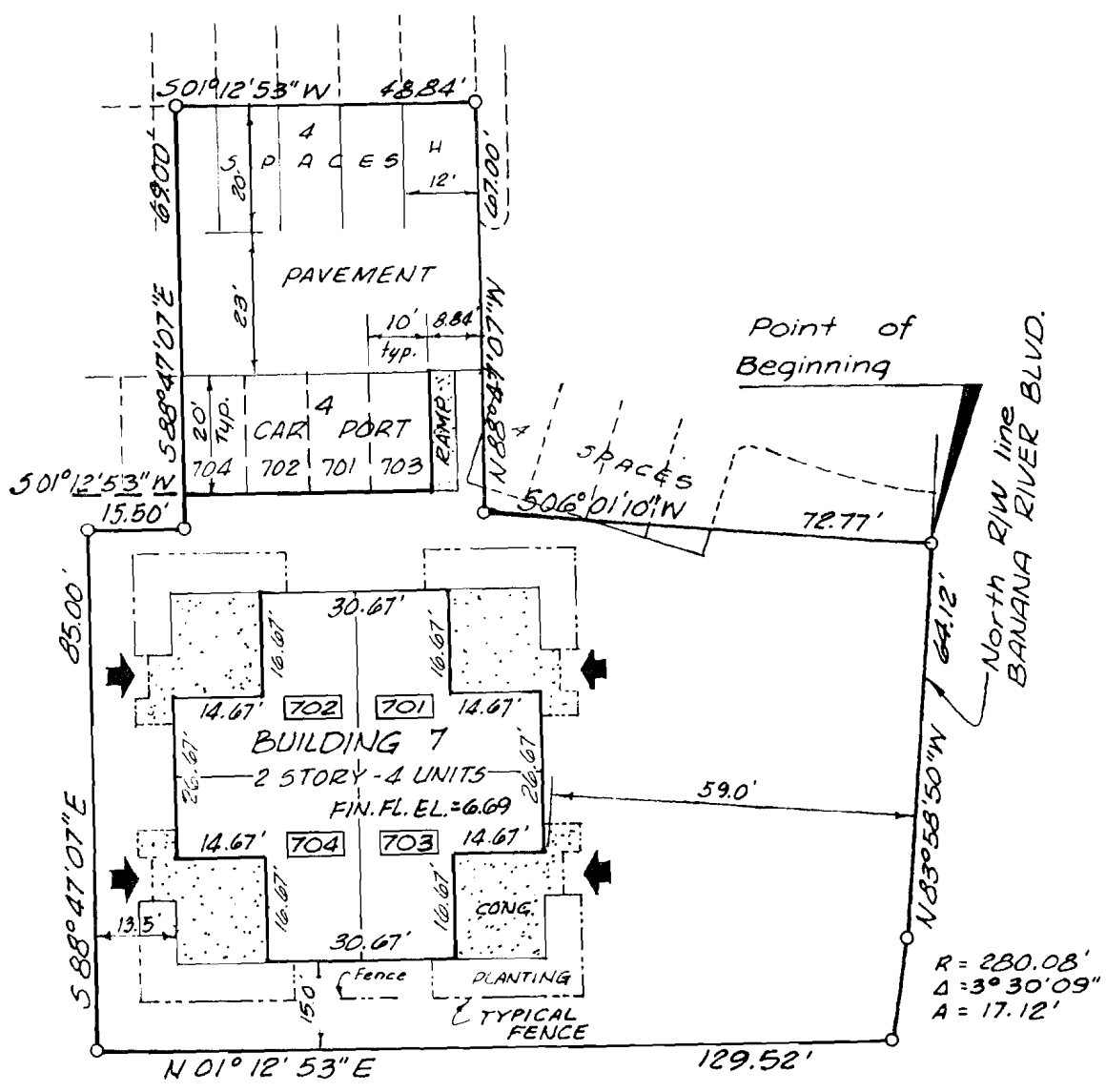
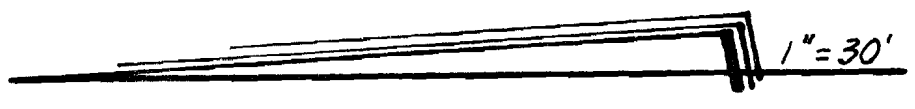
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1221

**PHASE SEVEN
BANANA BAY, A CONDOMINIUM**



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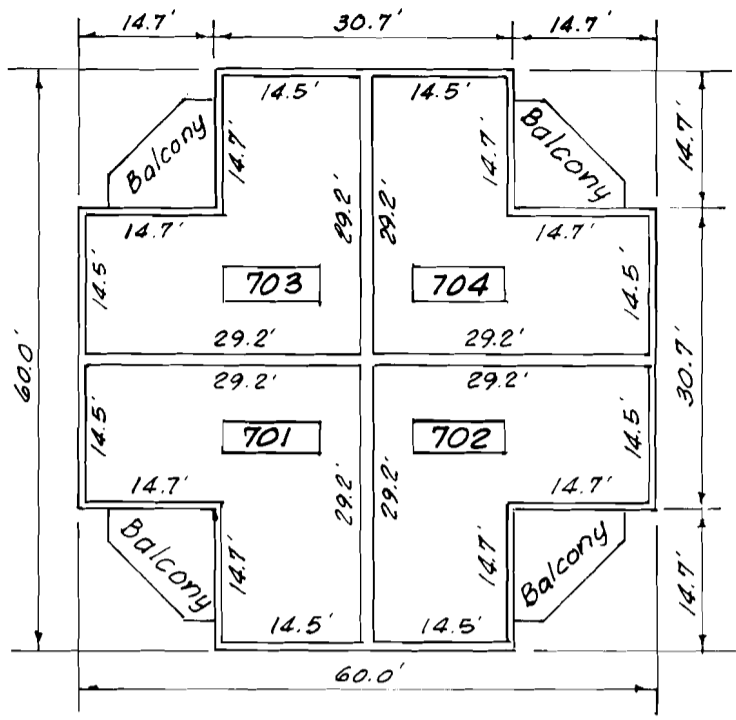
PAGE
1222

NOTE:
1. The carports are Limited Common Elements corresponding to the Unit numbers as shown.
2. [701] Denotes unit number.

LEGAL DESCRIPTION: PHASE SEVEN

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 255.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N83°58'50"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 64.12 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°30'09" FOR A DISTANCE OF 17.12 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 129.52 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 85.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 15.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 69.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 48.84 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 67.00 FEET; THENCE S06°01'10"W FOR A DISTANCE OF 72.77 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.366 ACRES MORE OR LESS.

PHASE SEVEN BANANA BAY, A CONDOMINIUM

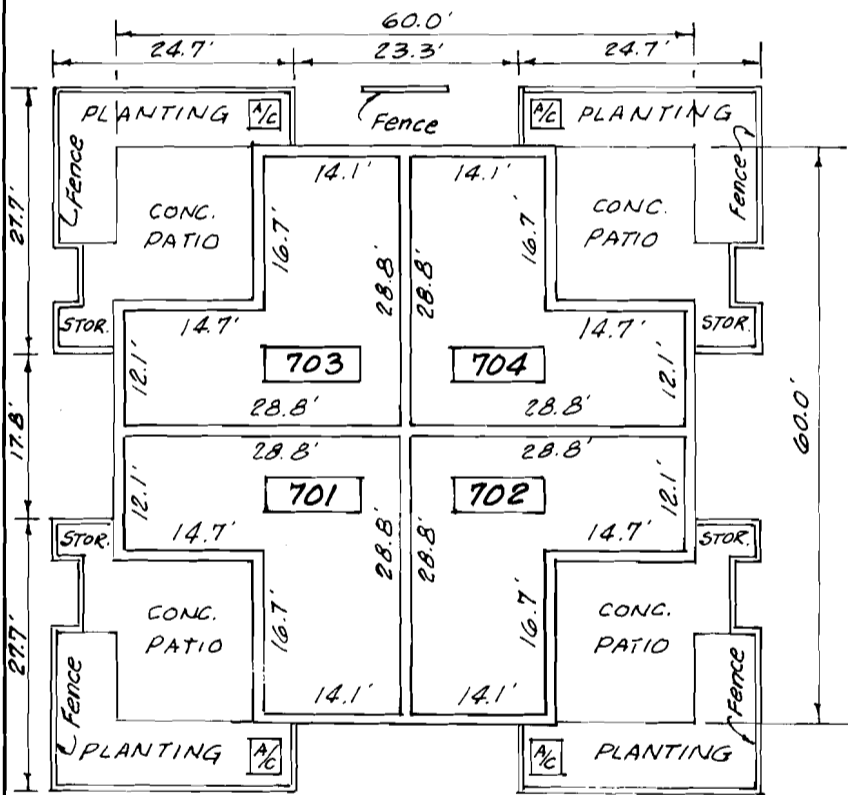


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls
3. The 2nd floor finished floor elevation is 15.59 feet.
4. The 2nd floor finished ceiling elevation is 23.61 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.

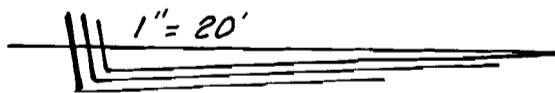


FIRST FLOOR

BUILDING 7
FLOOR PLAN

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.69 feet.
3. The 1st floor finished ceiling elevation is 14.62 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units, see sheet 6 of 7 for limits of Limited Common Elements.



SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [701] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

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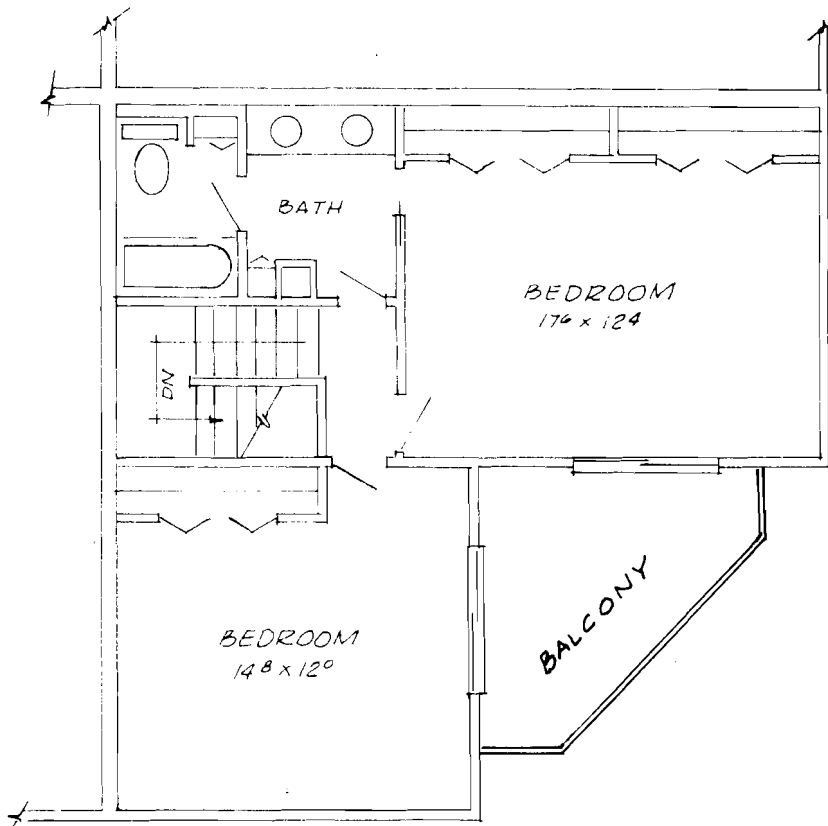
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PHASE SEVEN
BANANA BAY, A CONDOMINIUM

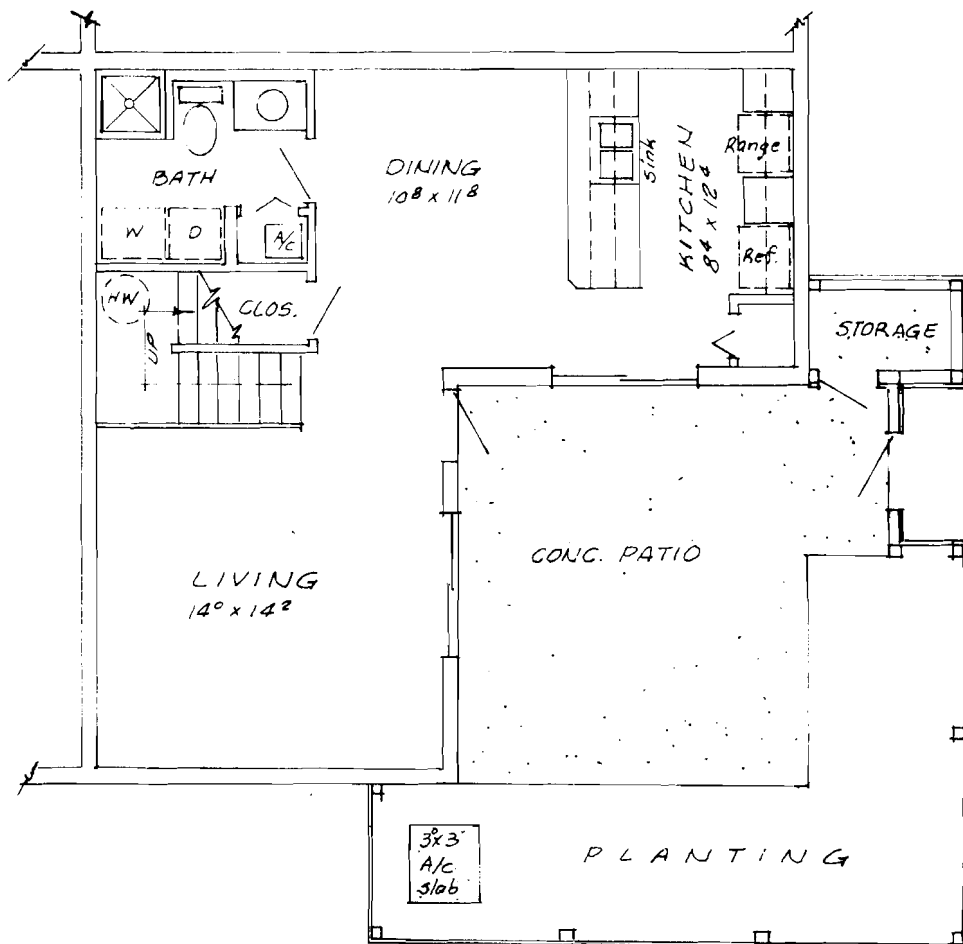
DATE: 16 FEBRUARY 1981

EXHIBIT J

SHEET 4 OF 7



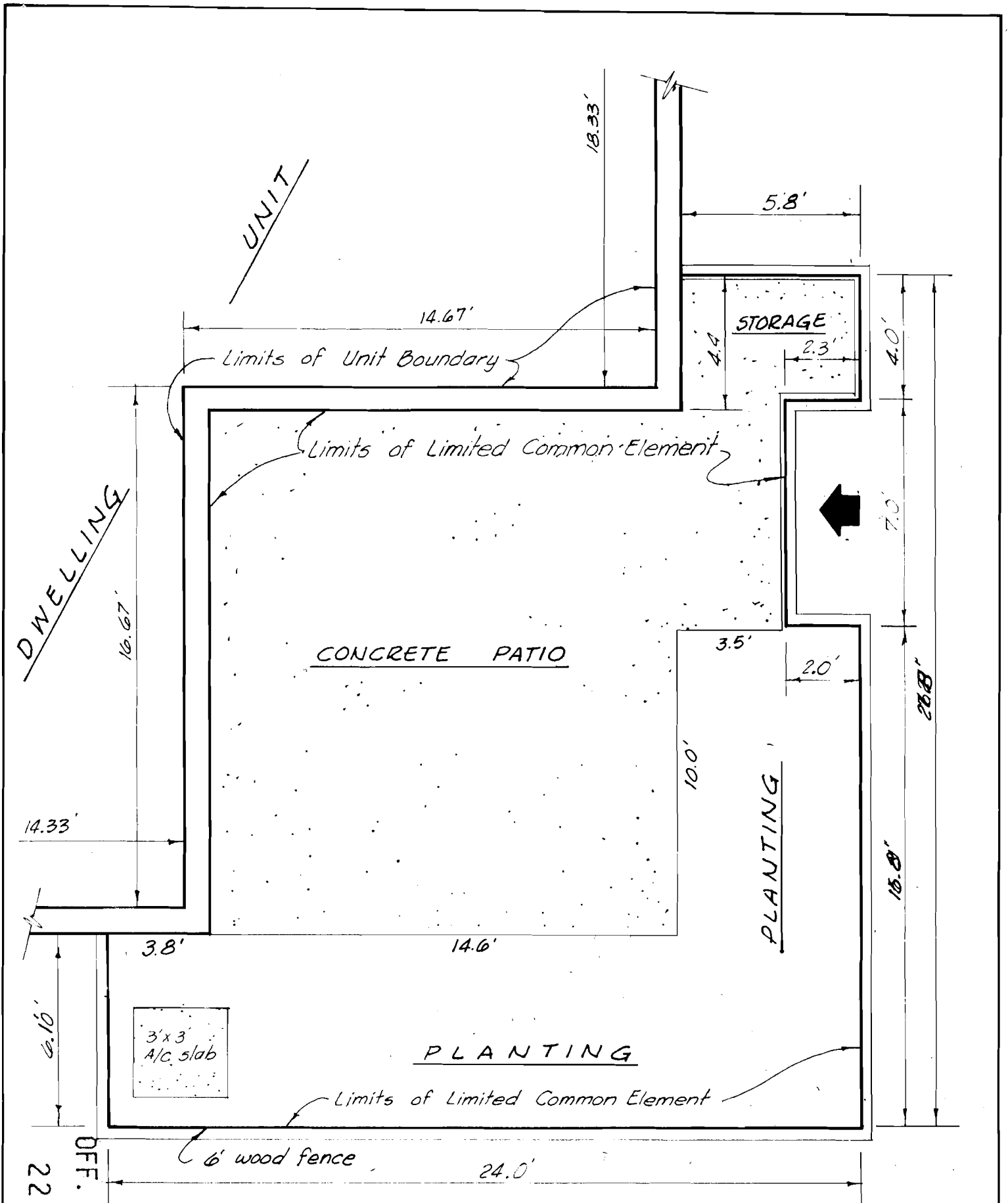
SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 7

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT J AND WERE DERIVED FROM ARCHITECT'S PLANS.

PHASE SEVEN
BANANA BAY, A CONDOMINIUM



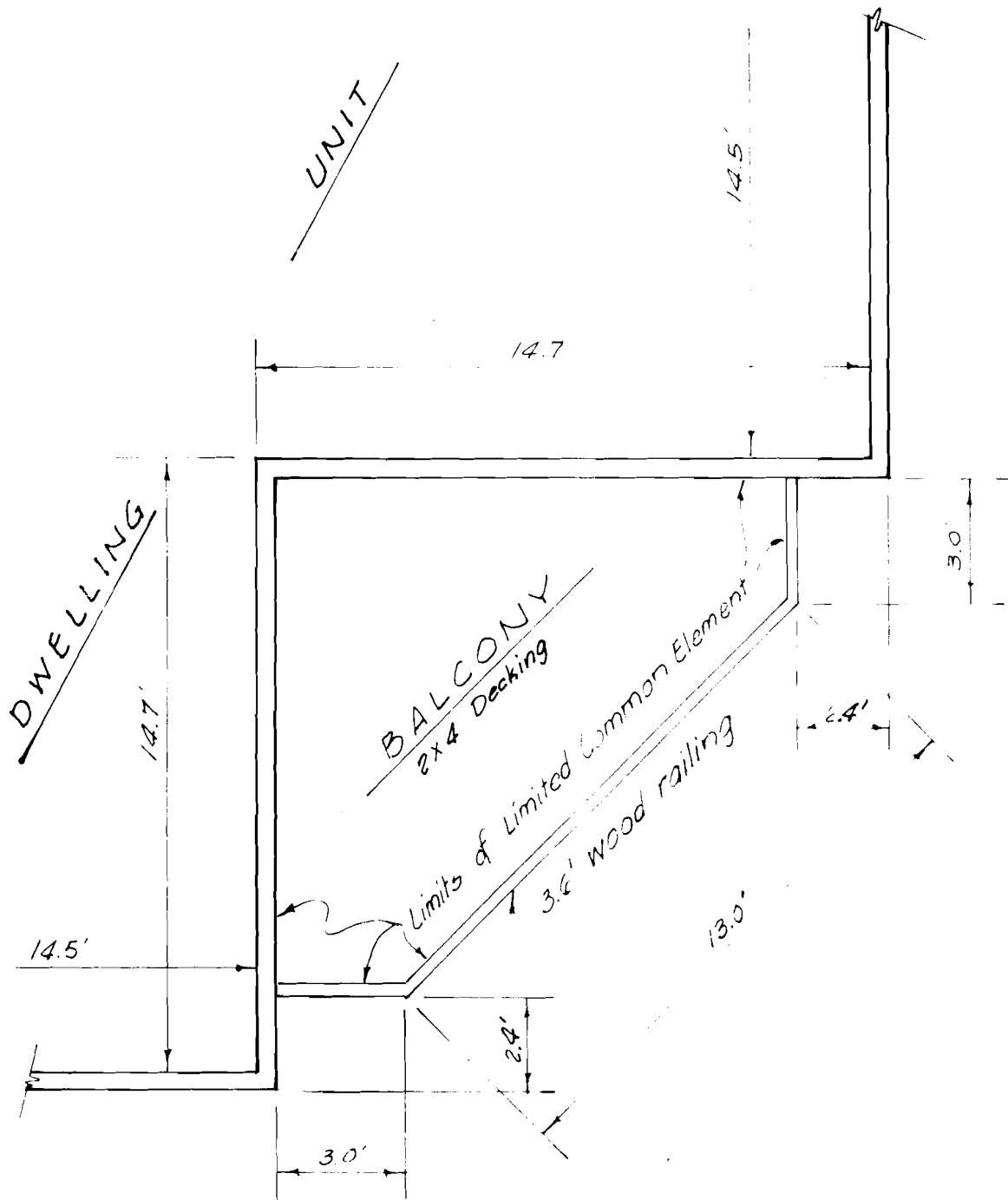
TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 701 THRU 704
 SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 6 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE SEVEN
 BANANA BAY, A CONDOMINIUM

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DWELLING
14.7'

UNIT

BALCONY
2x4 Decking

Limits of Limited Common Element
3.6' wood railing

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2289

TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 701 THRU 704

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE SHEET 6 OF 7 FOR PATIO LOCATION.

PHASE SEVEN
BANANA BAY, A CONDOMINIUM

DATE: 16 FEB, 1980

EXHIBIT J

SHEET 7 OF 7

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AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, pages 1372 through 1381, and as further amended in Official Records Book 2270, page 1112, and as amended in Official Records Book 2289, Page 1196 of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO ON SHEET 3 OF 6.

together with improvements thereon, containing one (1) four-story apartment building, having a total of twenty-four (24) apartments and other appurtenant improvements more specifically described on Exhibit "K" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112 and as amended in Official Records Book 2289, Page 1196, of the Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting therefor the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of nine (9) pages, Exhibit "E", consisting of six (6) pages, Exhibit "F", consisting of six (6) pages, Exhibit "G", consisting of seven (7) pages, Exhibit "H", consisting of seven (7) pages, Exhibit "I", consisting of seven (7) pages and Exhibit "J", consisting of seven (7) pages, and Exhibit "K", consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan therof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

REC. FEE \$ 28.00
DOC. ST. ...
INT. TAX ...
SER. OF ...
REPL. ...
Clerk Circuit Court

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibit "A", Sheet 4 of Exhibit "E", Sheet 4 of Exhibit "F", Sheet 4 of Exhibit "G", Sheet 4 of Exhibit "H", Sheet 4 of Exhibit "I", Sheet 4 of Exhibit "J", and Sheet 4 of Exhibit "K", attached to this Declaration of Condominium.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article III of the Declaration of Condominium by deleting the one-twenty-eighth (1/28) and substituting one-fifty-second (1/52) therefor throughout Article III.

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WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article IV of the Declaration of Condominium by deleting the first sentence in the paragraph and substituting therefor:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", Sheet 4, Exhibit "E", Sheet 4, Exhibit "F", Sheet 4, Exhibit "G", Sheet 4, Exhibit "H", Sheet 4, Exhibit "I", Sheet 4, Exhibit "J", Sheet 4, and Exhibit "K", Sheet 4, attached hereto,"

and by deleting the last sentence in the second paragraph and substituting therefor:

"In addition, there are twenty-eight (28) carports and twenty-eight (28) parking spaces, the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", Exhibit "G", Exhibit "H", Exhibit "I", and Exhibit "J", attached hereto, and twenty-four (24) garages and twenty-four (24) parking spaces the boundaries of which are more specifically shown in Exhibit "K", which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports, garages and parking spaces are hereby make limited common elements,"

and by deleting the third paragraph and substituting therefor:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", and Exhibit "K", are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article VI of the Declaration of Condominium by deleting twenty-eight (28) from paragraph two and substituting fifty-two (52) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VII of the Declaration of Condominium by deleting one-twenty-eighth (1/28) from paragraph one and substituting one-fifty-second (1/52) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting one-twenty-eighth (1/28) from paragraph four and substituting one-fifty-second (1/52) therefor.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 13th day of October, A.D. 1981.

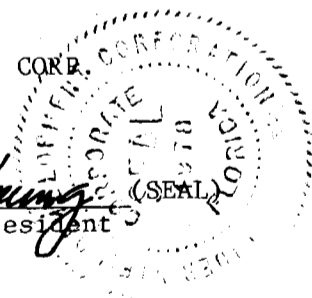
Signed, sealed and delivered in the presence of:

WONDER VIEW DEVELOPMENT CORP.

Linda B. Anderson

By: William M. Young (SEAL)
William M. Young, President

Carol Williams



43

STATE OF FLORIDA:
COUNTY OF BREVARD:

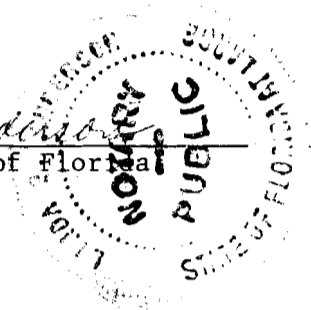
I HEREBY CERTIFY, that on the 15th day of October, A.D. 1981, before me personally appeared WILLIAM M. YOUNG, President, of WONDER VIEW DEVELOPMENT CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 15th day of October, A.D. 1981.

My Commission expires:

11-2-82

Linda D. Anderson
Notary Public, State of Florida



CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

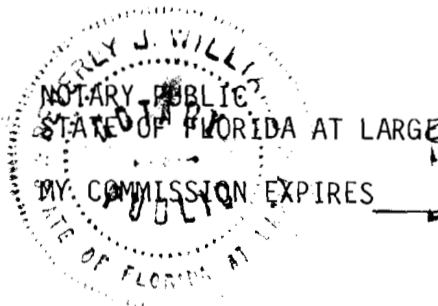
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "K-1" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.


IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 6th DAY OF OCT, A.D., 1981

STOTTLER STAGG & ASSOCIATES

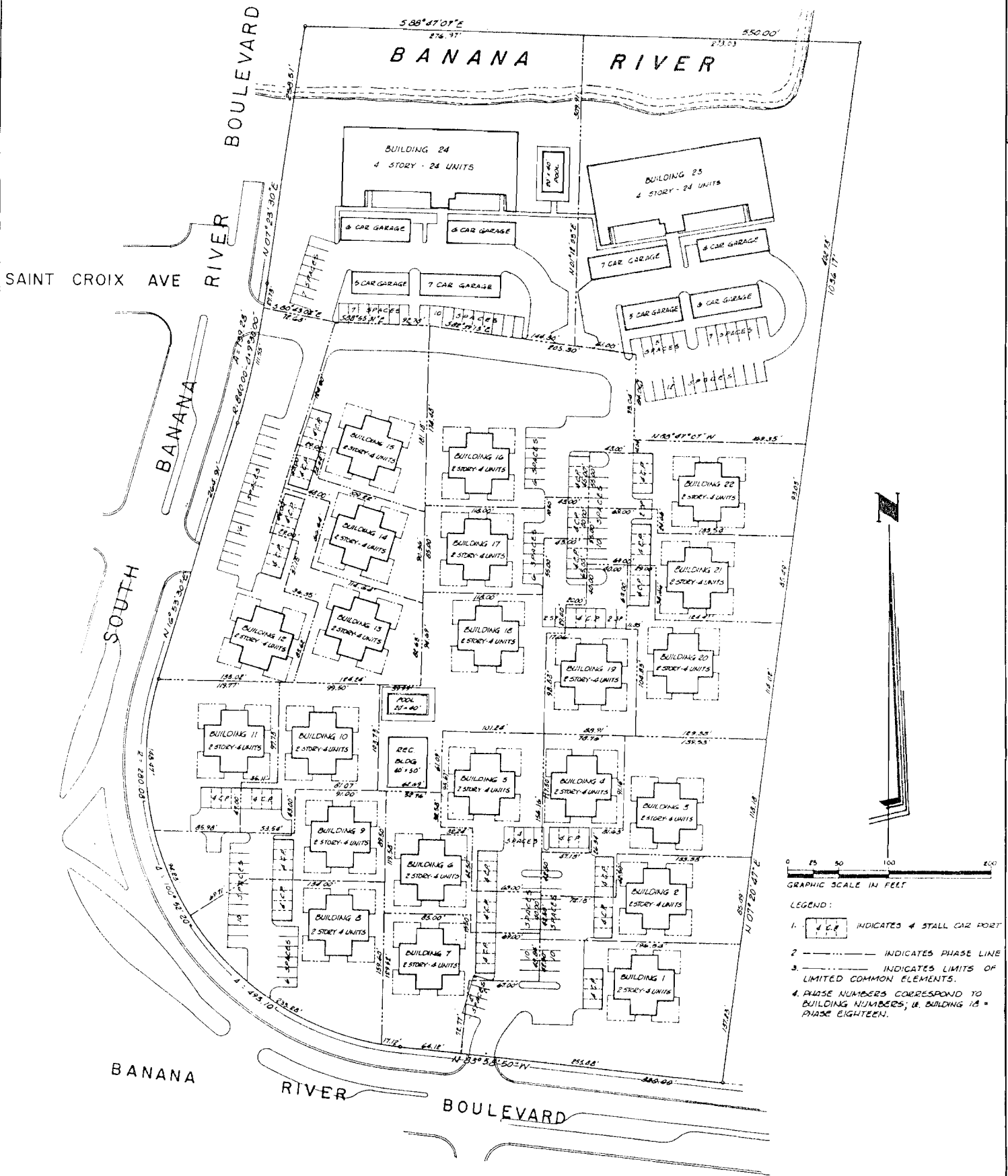
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 6th DAY OF October, A.D., 1981




BEVERLY J. WILLIAMS
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8 1982
BONDED THIRD GENERAL INS. UNDERWRITERS

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



PHASE TWENTY-THREE
BANANA BAY, A CONDOMINIUM

DATE: 16 SEP 1981

EXHIBIT K - I

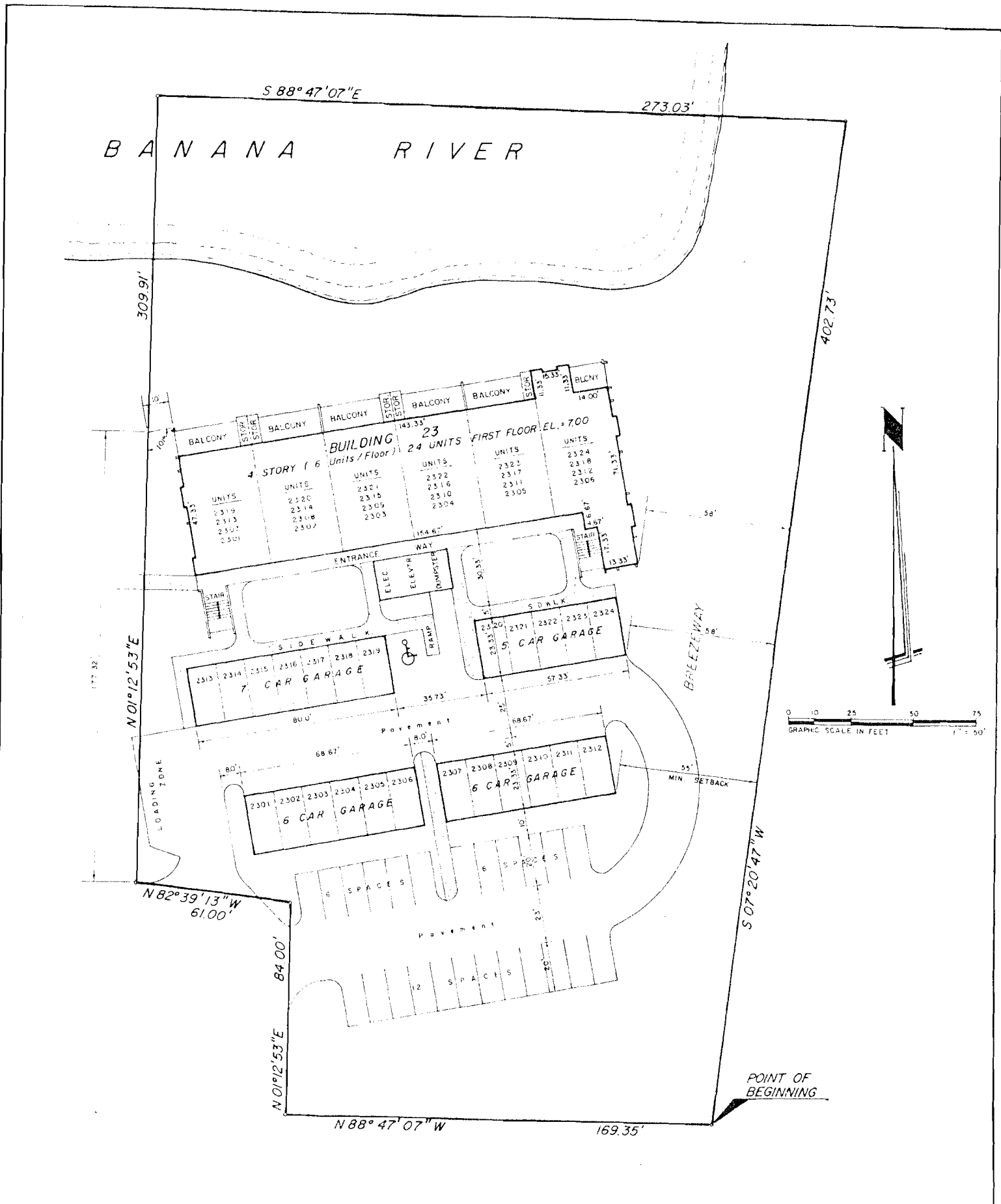
SHEET 2 OF 6

OFF. REC.

PAGE

2333

1906



LEGAL DESCRIPTION: PHASE TWENTY-THREE

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11th (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N 07° 20' 47" E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 633.44 FEET TO THE POINT OF BEGINNING; THENCE N 88° 47' 07" W FOR A DISTANCE OF 169.35 FEET; THENCE N 01° 12' 53" E FOR A DISTANCE OF 84.00 FEET; THENCE N 82° 39' 13" W FOR A DISTANCE OF 61.00 FEET; THENCE N 01° 12' 53" E FOR A DISTANCE OF 309.91 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK "B"; THENCE S 88° 47' 07" E ALONG SAID NORTH LINE FOR A DISTANCE OF 273.03 FEET TO THE NORTHEAST CORNER OF SAID BLOCK "B"; THENCE S 07° 20' 47" W ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 402.73 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.191 ACRES MORE OR LESS.

PHASE TWENTY-THREE
BANANA BAY, A CONDOMINIUM

DATE: 16 SEP 1981 OFF. RECEXHIBIT K-1 PAGE SHEET 3 OF 6

2333

1907



NOTES:

FOURTH FLOOR ONLY

FINISHED FLOOR ELEVATION IS 33.15 FEET.
FINISHED CEILING ELEVATION IS 40.99 FEET

THIRD FLOOR ONLY

FINISHED FLOOR ELEVATION IS 24.48 FEET
FINISHED CEILING ELEVATION IS 32.46 FEET

SECOND FLOOR ONLY

FINISHED FLOOR ELEVATION IS 15.78 FEET
FINISHED CEILING ELEVATION IS 23.82 FEET

FIRST FLOOR ONLY

FINISHED FLOOR ELEVATION IS 7.10 FEET
FINISHED CEILING ELEVATION IS 15.11 FEET

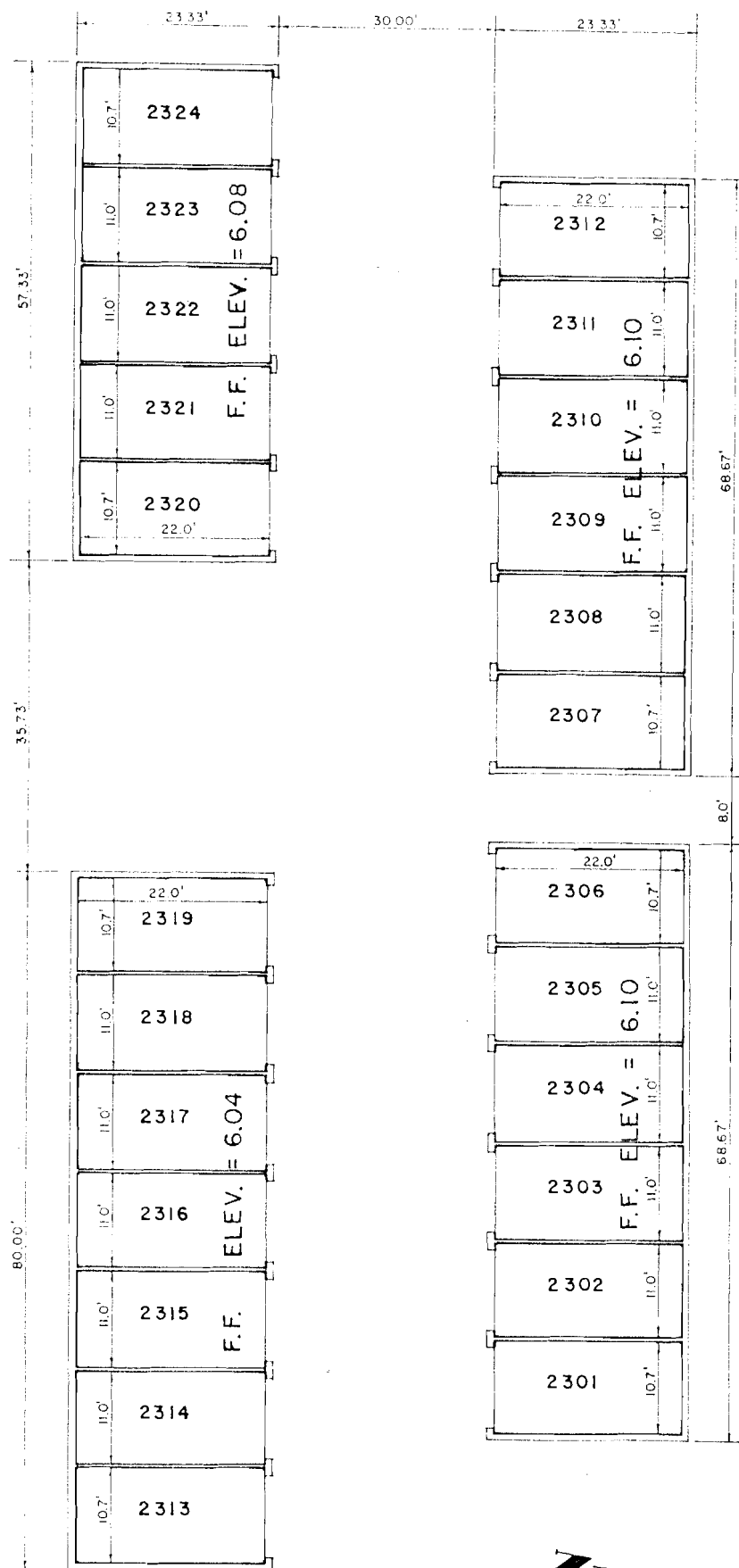


**BUILDING 23
FLOOR PLAN**

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE UNITS ARE LOCATED AS SHOWN.
3. ALL AREAS SHOWN, EXCLUSIVE OF UNITS, ARE DESIGNATED AS COMMON ELEMENTS EXCEPT THE BALCONIES AND STORAGE AREAS ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE ELEVATIONS SHOWN ARE BASED ON NGV DATUM OF 1929.
5. [2301] INDICATES UNIT NUMBER
6. ALL UTILITY SERVICES, LINES, PIPING AND DUCTS OTHER THAN THOSE LOCATED EXCLUSIVELY WITHIN A UNIT AND SERVICING ONLY SUCH UNIT, CONSTITUTE PART OF THE COMMON ELEMENTS.
7. SEE SHEET 5 OF 6 FOR GARAGE LOCATIONS.
8. SEE SHEET 6 OF 6 FOR ARCHITECTURAL PLANS.

**PHASE TWENTY-THREE
BANANA BAY, A CONDOMINIUM**



GARAGE PLAN

SURVEYOR'S NOTES:

1. EXTERIOR WALLS ARE 8" WALLS.
2. INTERIOR WALLS ARE 4" WALLS.
3. THE GARAGES ARE LOCATED AS SHOWN ABOVE AND ON SHEET 3 OF 6 AND ARE ASSIGNED TO THE UNITS BY CORRESPONDING NUMBER.
4. THE GARAGES ARE COMMON ELEMENTS LIMITED TO THE USE OF THE CORRESPONDING UNIT.
5. ALL GARAGES HAVE A FINISHED FLOOR ELEVATION AS SHOWN., BASED ON NGV DATUM OF 1929.
6. THIS PLAN IS CONCEPTUAL. ALL IMPROVEMENTS ARE PROPOSED.

PHASE TWENTY-THREE
BANANA BAY, A CONDOMINIUM

DATE: 16 SEP 1981

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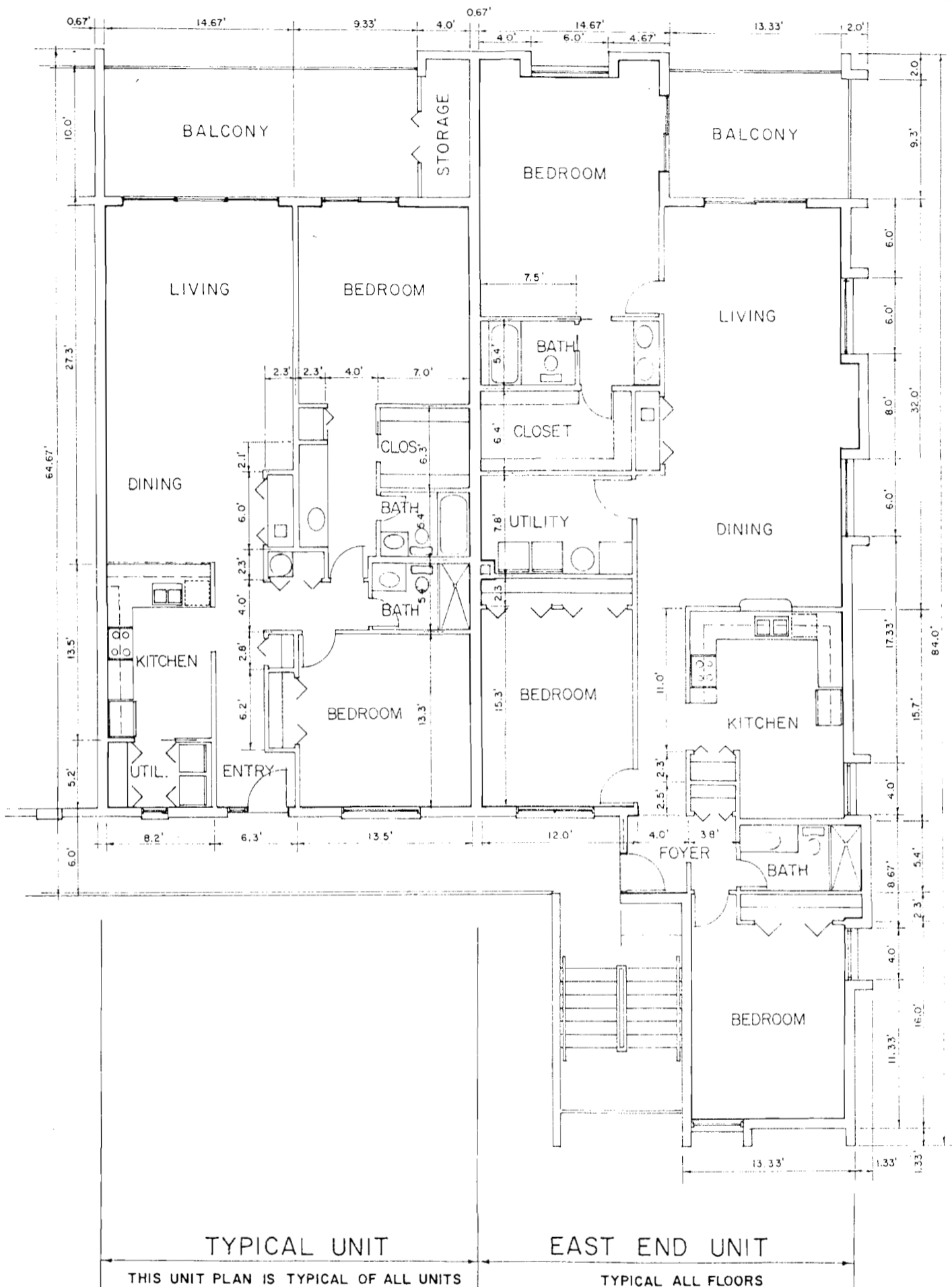
EXHIBIT K-1

[PAGE]

SHEET 5 OF 6

2333

1909



TYPICAL ARCHITECTURAL PLAN

SURVEYOR'S NOTE:

THESE FLOOR PLANS WERE DERIVED FROM ARCHITECT'S PLANS

PHASE TWENTY-THREE BANANA BAY, A CONDOMINIUM

DATE: 16 SEP 1981

OFF. REC.

EXHIBIT K-1

PAGE

SHEET 6 OF 6

2333

1910

revised
This instrument prepared by Donna M. Waniewski, of Wo, Kirschenbaum, Caruso, Mosley & Kabboord, P.A., Post Office Box 757, Cocoa Beach, Florida 32931



AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO ON SHEET 3 OF 6

together with improvements thereon, containing one (1) four-story apartment building, having a total of twenty-four (24) apartments and other appurtenant improvements more specifically described on Exhibit "L" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112 and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 of the Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting therefor the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of nine (9) pages, Exhibit "E", consisting of six (6) pages, Exhibit "F", consisting of six (6) pages, Exhibit "G", consisting of seven (7) pages, Exhibit "H", consisting of seven (7) pages, Exhibit "I", consisting of seven (7) pages, Exhibit "J", consisting of seven (7) pages, Exhibit "K", consisting of six (6) pages, and Exhibit "L" consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibit "A", Sheet 4 of Exhibit "E", Sheet 4 of Exhibit "F", Sheet 4 of Exhibit "G", Sheet 4 of Exhibit "H", Sheet 4 of Exhibit "I", Sheet 4 of Exhibit "J", Sheet 4 of Exhibit "K", and Sheet 4 of Exhibit "L", attached to this Declaration of Condominium.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article III of the Declaration of Condominium by deleting the one-fifty-second (1/52) and substituting one-seventy-sixth (1/76) therefor throughout Article III.

REL. FEE	\$ 37.00	REC'D PAYMENT AS
DOC. ST.	\$	INDICATED FOR CLASS
INT. TAX	\$	"C" INTANGIBLE & DOC
SER. CHG.	\$ 1.00	STAMP TAXES. SIGNED
REFUND	\$	

Clerk Circuit Court Brevard Co. Florida, *[Signature]*

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2455

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1756

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1993 SEP 15 PM 2:13

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article IV of the Declaration of Condominium by deleting the first sentence in the paragraph and substituting therefor:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", Sheet 4, Exhibit "E", Sheet 4, Exhibit "F", Sheet 4, Exhibit "G", Sheet 4, Exhibit "H", Sheet 4, Exhibit "I", Sheet 4, Exhibit "J", Sheet 4, Exhibit "K", Sheet 4, and Exhibit "L", Sheet 4, attached hereto,"

and by deleting the last sentence in the second paragraph and substituting therefor:

"In addition, there are twenty-eight (28) carports and twenty-eight (28) parking spaces, the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", and Exhibit "J", attached hereto, and twenty-four (24) garages and twenty-four (24) parking spaces the boundaries of which are more specifically shown in Exhibit "K", and twenty-four (24) garages and twenty-four (24) parking spaces the boundaries of which are more specifically shown in Exhibit "L", which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports, garages and parking spaces are hereby made limited common elements,"

and by deleting the third paragraph and substituting therefor:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "K", and Exhibit "L", are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article VI of the Declaration of Condominium by deleting fifty-two (52) from paragraph two and substituting seventy-six (76) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VII of the Declaration of Condominium by deleting one-fifty-second (1/52) from paragraph one and substituting one-seventy-sixth (1/76) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting one-fifty-second (1/52) from paragraph four and substituting one-seventy-sixth (1/76)therefor.

IN WITNESS WHEREOF, the above stated Developer has caused these presents, to be signed and sealed this the 12th day of ~~October~~, A.D. 1981.

September 83

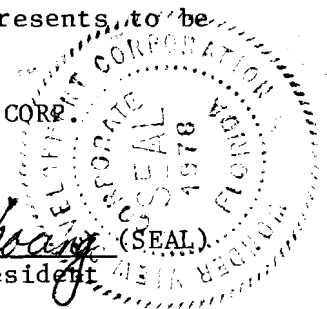
Signed, sealed and delivered in the presence of:

WONDER VIEW DEVELOPMENT CORP.

Donna M. Kancowski

By: *William M. Young* (SEAL)
William M. Young, President

Jack F. Criswell



STATE OF FLORIDA:
COUNTY OF BREVARD:

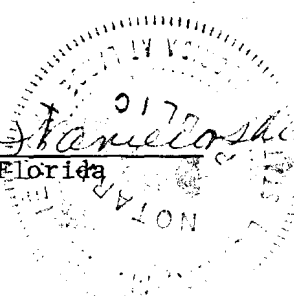
I HEREBY CERTIFY, that on the 12th day of ~~October~~^{September}, A.D. 1988, before me personally appeared WILLIAM M. YOUNG, President, of WONDER VIEW DEVELOPMENT CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 12th day of ~~October~~^{Sept.}, A.D. 1988.

My Commission expires:

Notary Public, State of Florida
My Commission Expires June 27, 1987
Bonded By American Fire & Casualty Company

Hanna M. Kamelowski
Notary Public, State of Florida



CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT " L " IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE TO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 13th DAY OF SEP, A.D., 1983

STOTTLER STAGG & ASSOCIATES

BY: *David A. Deithorn*
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 13th DAY OF SEP, A.D., 1983

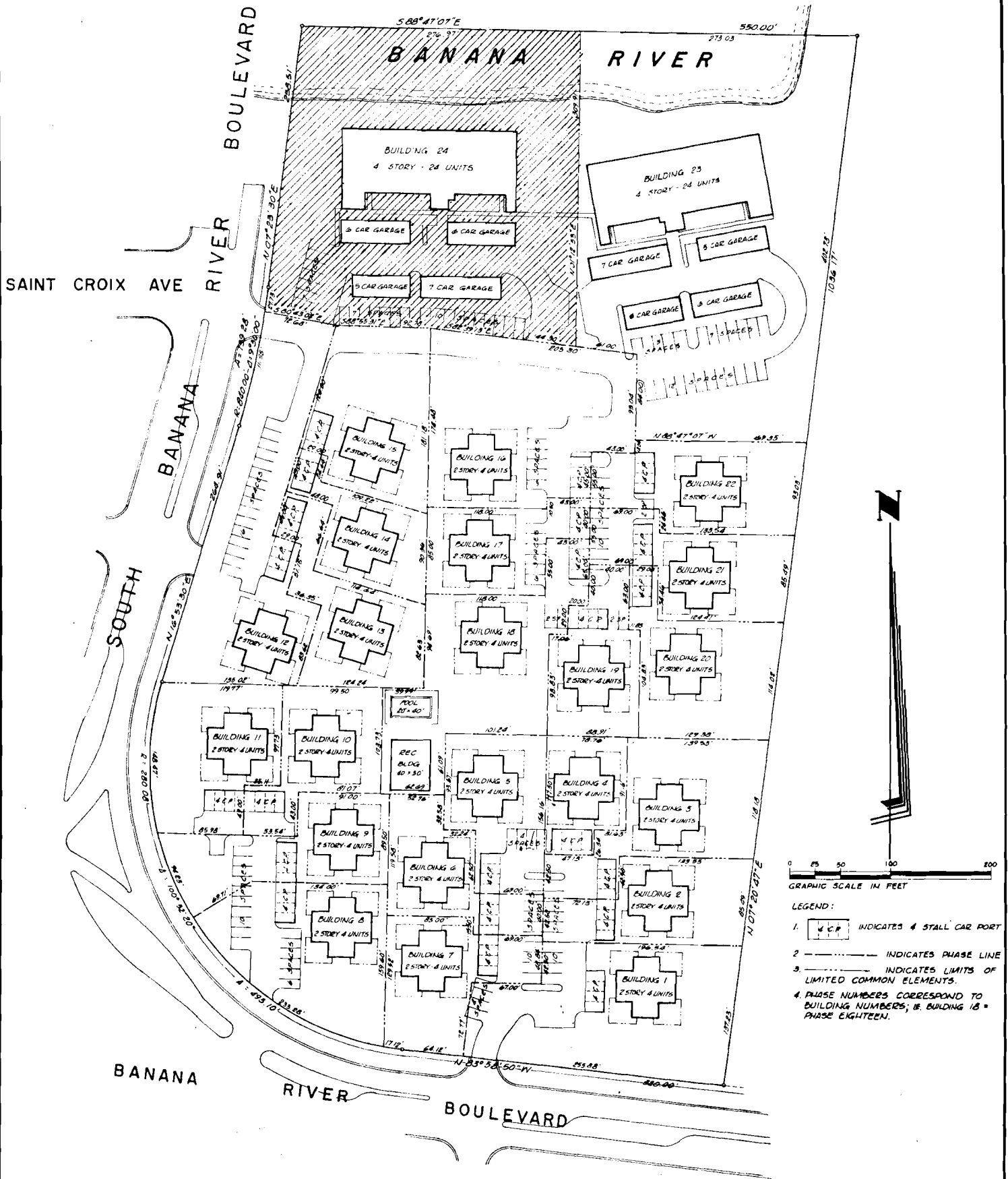
Debra S. Waggoner
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Apr. 11, 1986
MY COMMISSION EXPIRES _____

EXHIBIT " L " SHEET 1 OF 6

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2455

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1757

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

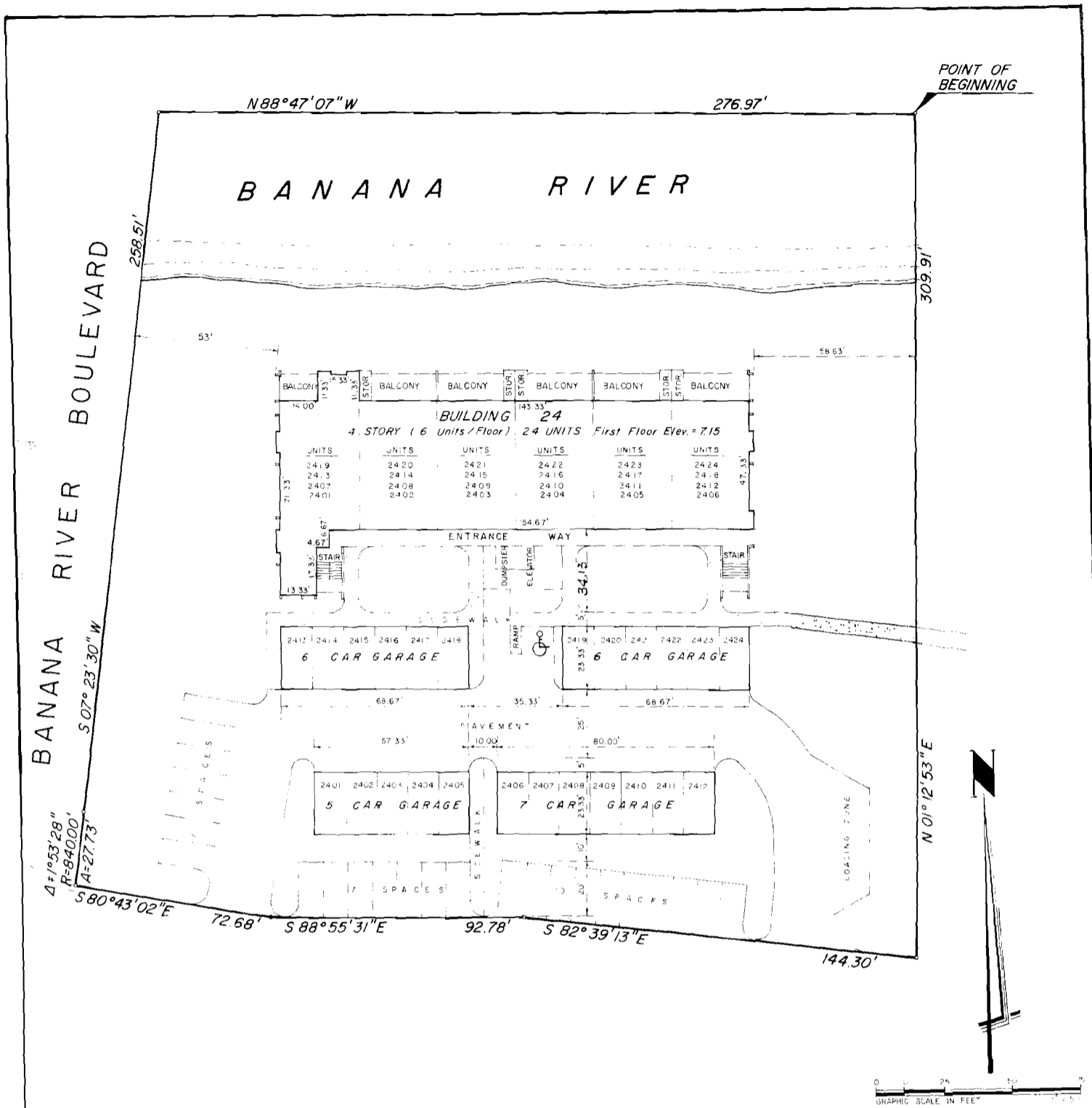


PHASE TWENTY-FOUR BANANA BAY, A CONDOMINIUM

DATE: SEPT 9, 1983

2455 EXHIBIT L

1758 SHEET 2 OF 6

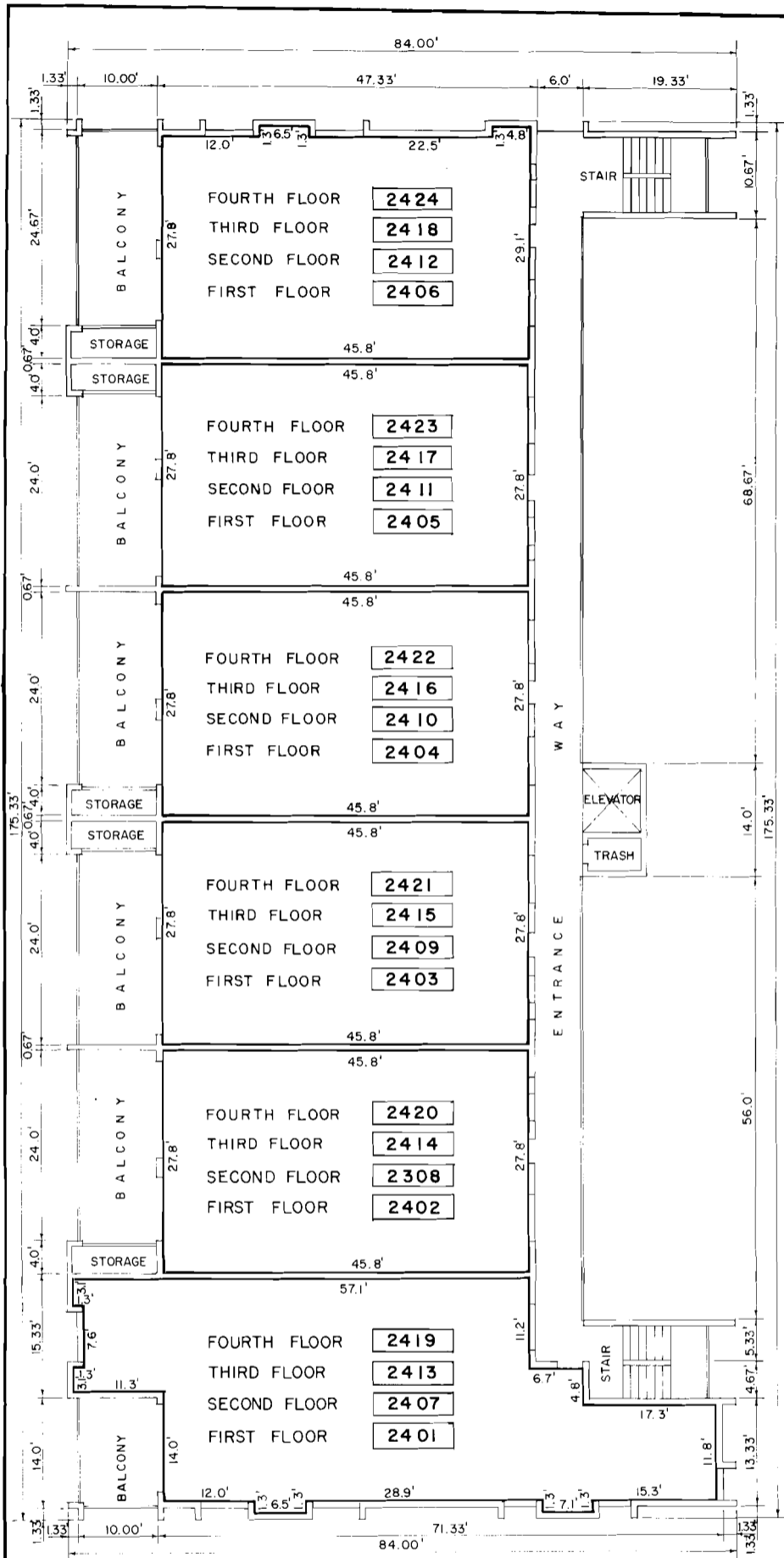


LEGAL DESCRIPTION: PHASE TWENTY-FOUR

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11th (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N 07° 20' 47" E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 1036.17 FEET TO THE NORTHEAST CORNER OF SAID BLOCK "B"; THENCE N 88° 47' 07" W ALONG THE NORTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 273.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88° 47' 07" W ALONG SAID NORTH LINE FOR A DISTANCE OF 276.97 FEET TO THE NORTH-WEST CORNER OF SAID BLOCK "B"; THENCE S 07° 23' 30" W ALONG THE WEST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 258.51 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 1° 53' 28" FOR A DISTANCE OF 27.73 FEET; THENCE S 80° 43' 02" E FOR A DISTANCE OF 72.68 FEET; THENCE S 88° 55' 31" E FOR A DISTANCE OF 92.78 FEET; THENCE S 82° 39' 13" E FOR A DISTANCE OF 144.30 FEET; THENCE N 01° 12' 53" E FOR A DISTANCE OF 309.91 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.999 ACRES MORE OR LESS.

**PHASE TWENTY-FOUR
BANANA BAY, A CONDOMINIUM**

2455 1759



NOTES:

FOURTH FLOOR ONLY

UNFINISHED FLOOR ELEVATION IS 33.16 FEET
UNFINISHED CEILING ELEVATION IS 41.05 FEET

THIRD FLOOR ONLY

UNFINISHED FLOOR ELEVATION IS 24.43 FEET
UNFINISHED CEILING ELEVATION IS 32.43 FEET

SECOND FLOOR ONLY

UNFINISHED FLOOR ELEVATION IS 15.69 FEET
UNFINISHED CEILING ELEVATION IS 23.69 FEET

FIRST FLOOR ONLY

UNFINISHED FLOOR ELEVATION IS 6.96 FEET
UNFINISHED CEILING ELEVATION IS 14.96 FEET



**BUILDING 24
FLOOR PLAN**

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE UNITS ARE LOCATED AS SHOWN.
3. ALL AREAS SHOWN, EXCLUSIVE OF UNITS, ARE DESIGNATED AS COMMON ELEMENTS EXCEPT THE BALCONIES AND STORAGE AREAS ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE ELEVATIONS SHOWN ARE BASED ON NGV DATUM OF 1929.
5. [2401] INDICATES UNIT NUMBER.
6. ALL UTILITY SERVICES, LINES, PIPING AND DUCTS OTHER THAN THOSE LOCATED EXCLUSIVELY WITHIN A UNIT AND SERVICING ONLY SUCH UNIT, CONSTITUTE PART OF THE COMMON ELEMENTS.
7. SEE SHEET 5 OF 6 FOR GARAGE LOCATIONS.
8. SEE SHEET 6 OF 6 FOR ARCHITECTURAL PLANS.

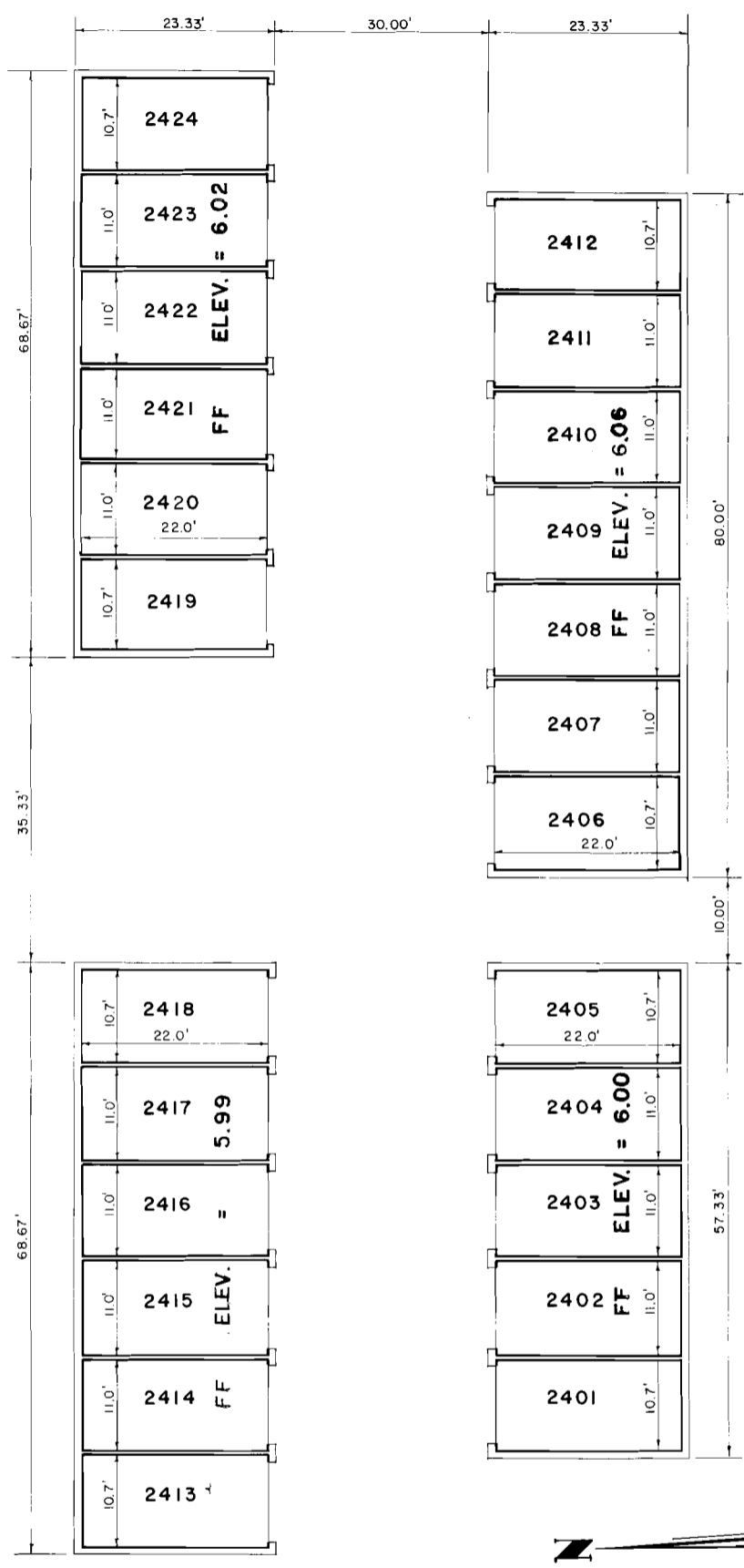
**PHASE TWENTY-FOUR
BANANA BAY, A CONDOMINIUM**

DATE: SEPT 9, 1983

2455 EXHIBIT L

1760

SHEET 4 OF 6



GARAGE PLAN

SURVEYOR'S NOTES:

1. EXTERIOR WALLS ARE 8" WALLS.
2. INTERIOR WALLS ARE 4" WALLS.
3. THE GARAGES ARE LOCATED AS SHOWN ABOVE AND ON SHEET 3 OF 6 AND ARE ASSIGNED TO THE UNITS BY CORRESPONDING NUMBER.
4. THE GARAGES ARE COMMON ELEMENTS LIMITED TO THE USE OF THE CORRESPONDING UNIT.
5. ALL GARAGES HAVE A FINISHED FLOOR ELEVATION AS SHOWN; BASED ON NGV DATUM OF 1929.

**PHASE TWENTY-FOUR
BANANA BAY, A CONDOMINIUM**

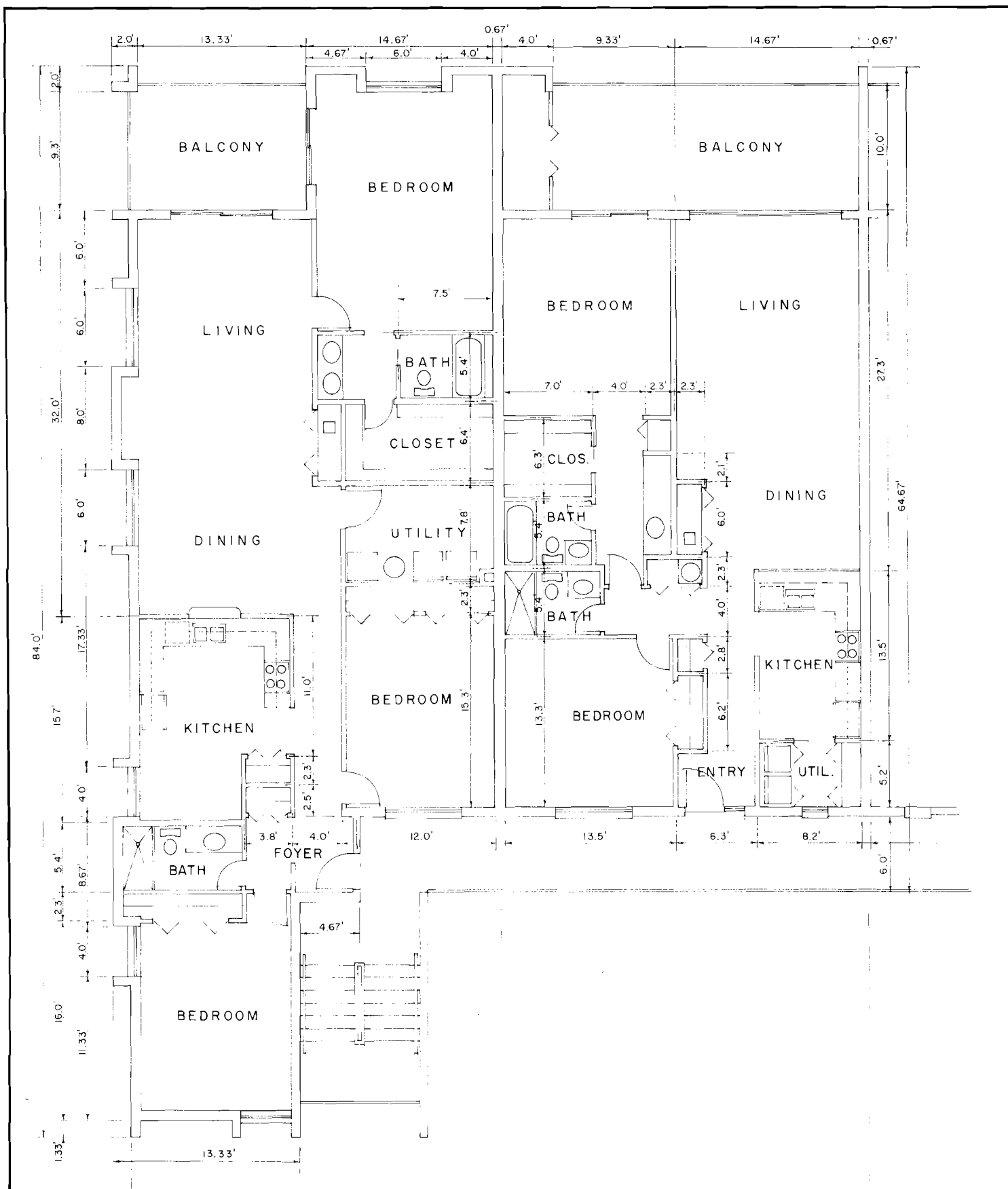
DATE: SEPT 9, 1983

EXHIBIT L

SHEET 5 OF 6

2455

1761



WEST END UNIT
TYPICAL UNIT

TYPICAL ALL FLOORS
 EXCEPT UNIT 2419 WHICH IS CUSTOM BUILT

THIS UNIT PLAN IS TYPICAL OF ALL UNITS
 ON ALL FLOORS EXCEPT THE WEST END
 UNIT ON EACH FLOOR.

TYPICAL ARCHITECTURAL PLAN

SURVEYOR'S NOTE:

THESE FLOOR PLANS WERE DERIVED FROM ARCHITECT'S PLANS

PHASE TWENTY-FOUR BANANA BAY, A CONDOMINIUM

PREPARED BY: WOLFE, KIRSCHENBAUM, CALUSO,
Mosley & Kabboord, P.O. Box 757, Cocoa
Beach, Florida 32931, DMW
Conrad W. Wierwinski



AMENDMENT TO DECLARATION OF CONDOMINIUM
of
BANANA BAY, A CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Pages 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 and as amended in Official Records Book 2455, Page 1754, of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

together with improvements thereon, containing four (4) two-story apartment buildings, having a total of sixteen (16) apartments and other appurtenant improvements more specifically described on Exhibits M, N, O, & P, attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida Corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 and as amended in Official Records Book 2455, Page 1754, all of the Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting therefor the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A" consisting of six (6) pages, Exhibit "B" consisting of nine (9) pages, Exhibit "E" consisting of six (6) pages, Exhibit "F", consisting of six (6) pages, Exhibit "G", consisting of seven (7) pages, Exhibit "H", consisting of seven (7) pages, Exhibit "I", consisting of seven (7) pages, Exhibit "J", consisting of seven (7) pages, Exhibit "K", consisting of (7) pages, Exhibit "L", consisting of (7) pages, Exhibit "M", consisting of seven (7) pages, Exhibit "N", consisting of seven (7) pages, Exhibit "O", consisting of seven (7) pages, and Exhibit "P", consisting of seven (7) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plan were prepared by:

Stottler, Stagg and Associates, Inc.
BY: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

REC FEE	\$ 125.00	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR CLASS
INT TAX	\$	"C" INTANGIBLE & DOC
SER' CHG	\$ 1.00	STAMP TAXES SIGNED
REFUND	\$ 90.00	

Clerk Circuit Court Brevard Co. Florida, *[Signature]*

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers indentifying each apartment are listed on Sheet 4 of Exhibit "A", Sheet 4 of Exhibit "E", Sheet 4 of Exhibit "F", Sheet 4 of Exhibit "G", Sheet 4 of Exhibit "H", Sheet 4 of Exhibit "I", Sheet 4 of Exhibit "J", Sheet 4 of Exhibit "K", Sheet 4 of Exhibit "L", Sheet 4 of Exhibit "M", Sheet 4 of Exhibit "N", Sheet 4 of Exhibit "O", Sheet 4 of Exhibit "P",

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attached to this Declaration of Condominium.

WONDER VIEW DEVELOPMENT CORP., a Florida Corporation amends Article III of the Declaration of Condominium by deleting the one seventy-sixth (1/76) and substituting one ninety-second (1/92) therefore throughout Article III.

WONDER VIEW DEVELOPMENT CORP., a Florida Corporation, amends Article IV of the Declaration of Condominium by deleting the first sentence in the paragraph and substituting therefor:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", Sheet 4, Exhibit "E", Sheet 4, Exhibit "F", Sheet 4, Exhibit "G", Sheet 4, Exhibit "H", Sheet 4, Exhibit "I", Sheet 4, Exhibit "J", Sheet 4, Exhibit "K", Sheet 4, Exhibit "L", Sheet 4, Exhibit "M", Sheet 4, Exhibit "N", Sheet 4, Exhibit "O", Sheet 4, Exhibit "P", Sheet 4, attached hereto,"

and by deleting the last sentence in the second paragraph and substituting therefor:

"In addition, there are forty-four (44) carports and forty-four (44) parking spaces; the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "M", Exhibit "N", Exhibit "O", and Exhibit "P", attached hereto, and twenty-four (24) garages and twenty-four (24) parking spaces the boundaries of which are more specifically shown in Exhibit "L", which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports, garages and parking spaces are hereby made limited common elements,"

and by deleting the third paragraph and substituting therefor:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "K", Exhibit "L", Exhibit "M", Exhibit "N", Exhibit "O", Exhibit "P", are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article VI of the Declaration of Condominium by deleting seventy-six (76) from paragraph two and substituting ninety-two (92) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article Vii of the Declaration of Condominium by deleting one-seventy sixth (1/76) from paragraph one and substituting one-ninety-second (1/92) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article XIV of the Declaration of Condominium by deleting one-seventy-sixth (1/76) from paragraph four and substituting one ninety-second (1/92) therefor.

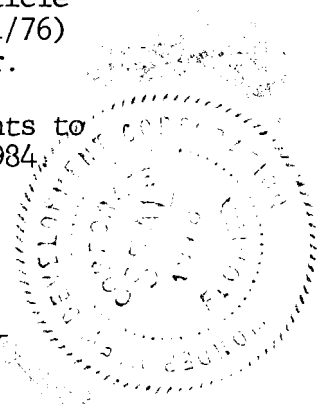
IN WITNESS WHEREOF, the aobve stated Developer has caused these presents to be signed and sealed this the 20th day of January, 1984.

Signed, sealed and delivered in the presence of:

Jan F. Chiswell
Carol Williams

WONDER VIEW DEVELOPMENT CORP.

BY: William M. Young
William M. Young, President



STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 20th day of January, 1984, before me personally appeared WILLIAM M. YOUNG, President of Wonder View Development Corp., a Florida Corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State last aforesaid this the 20th day of January, 1984.

Carolyn Dixie Williams
Notary Public

My commission expires:



O. R. 2483 PG. 872-A

66

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

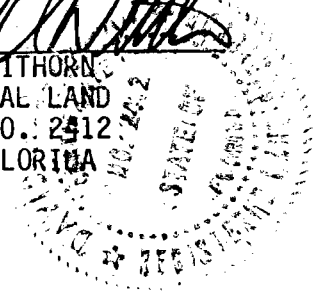
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY; THAT THE ATTACHED EXHIBIT "K" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

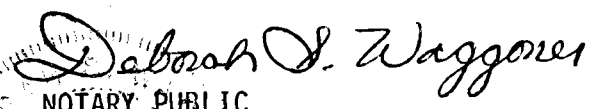
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 16 DAY OF JAN, A.D., 1984

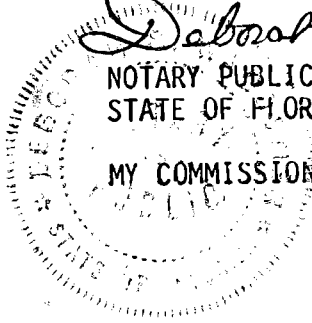
STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2512
STATE OF FLORIDA

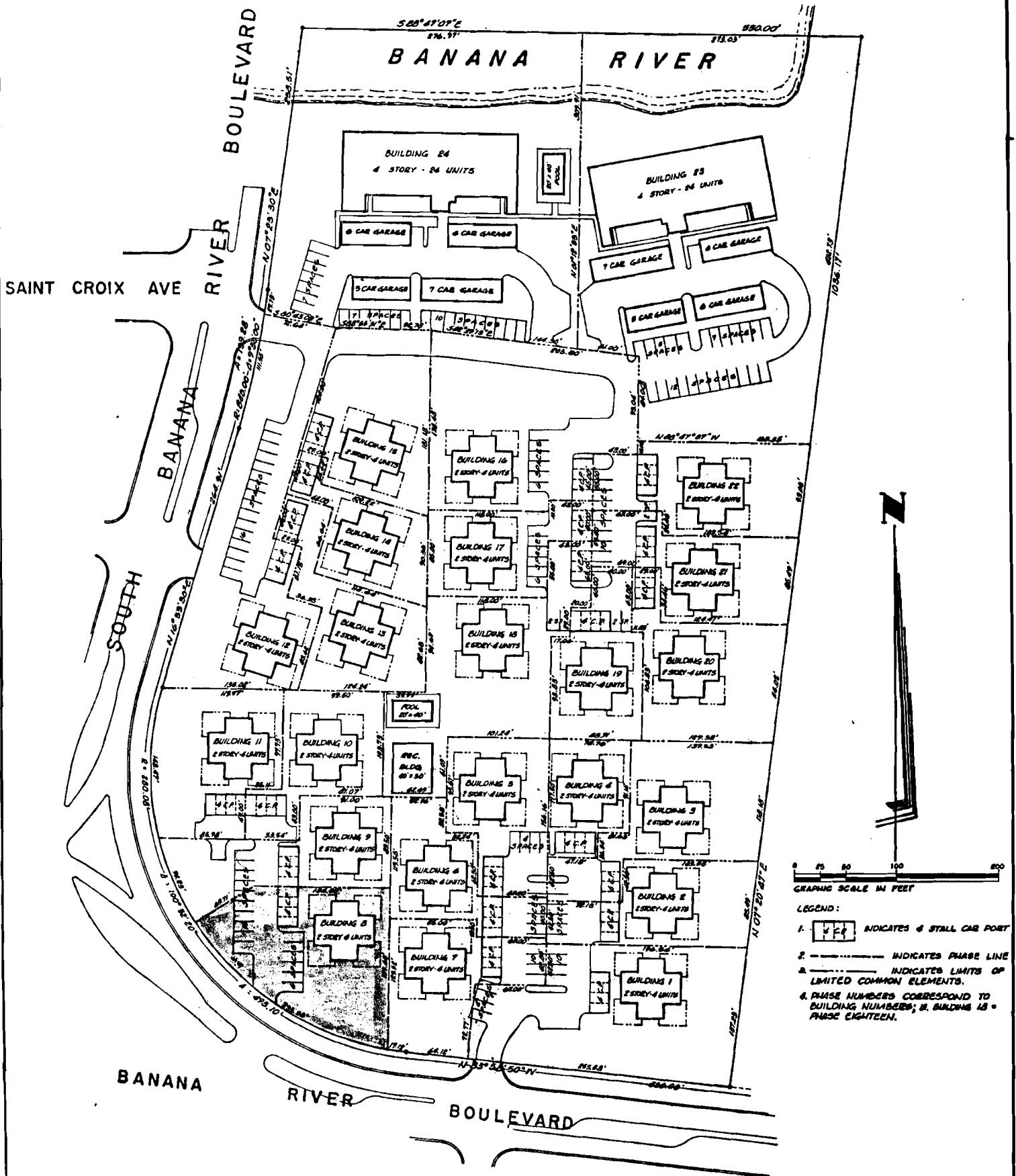


SWORN TO AND SUBSCRIBED BEFORE ME
THIS 16 DAY OF JAN, A.D., 1984


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES Apr. 11, 1986
My commission expires Apr. 11, 1986



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

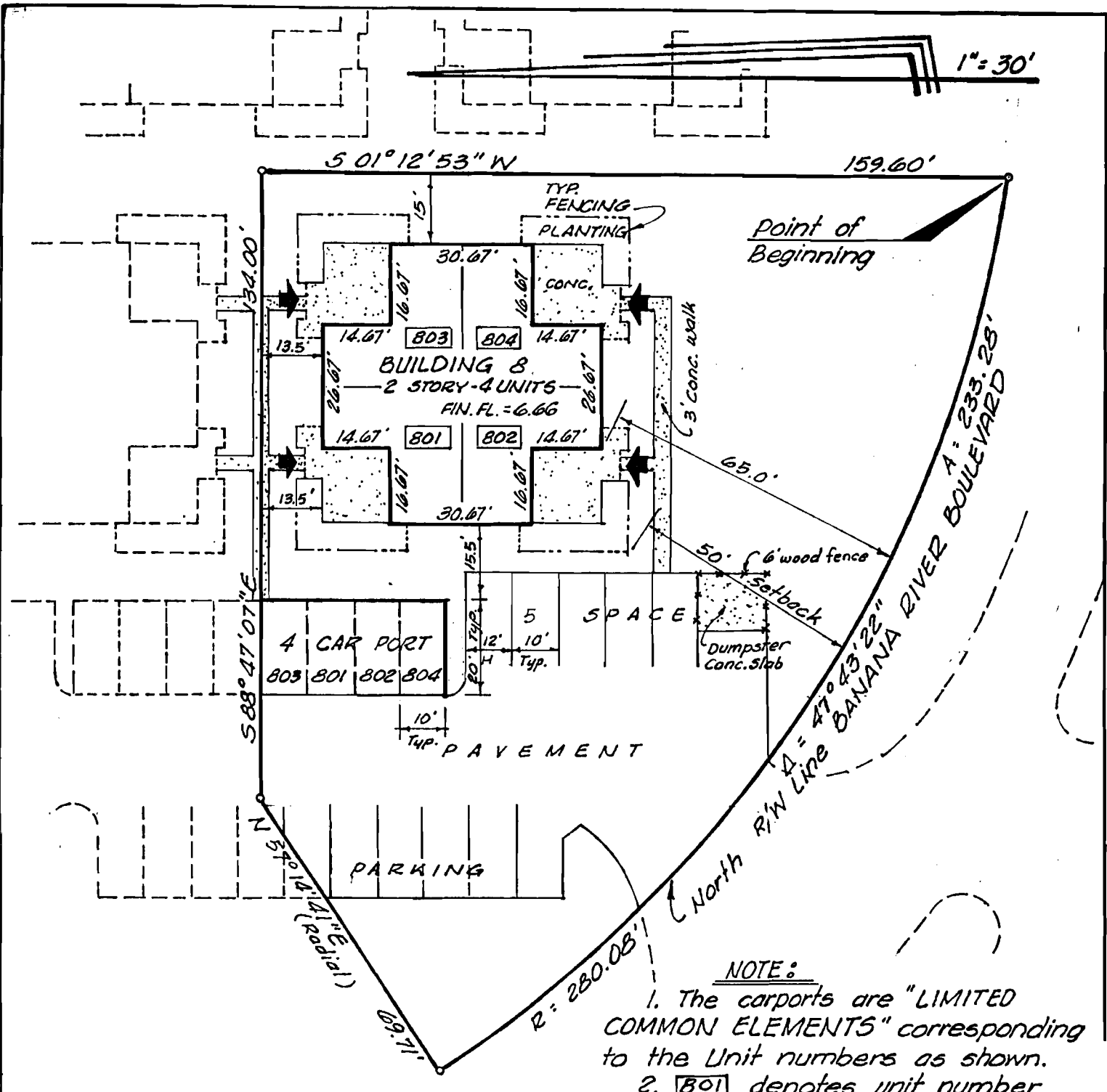
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PAGE SHEET 2 OF 7

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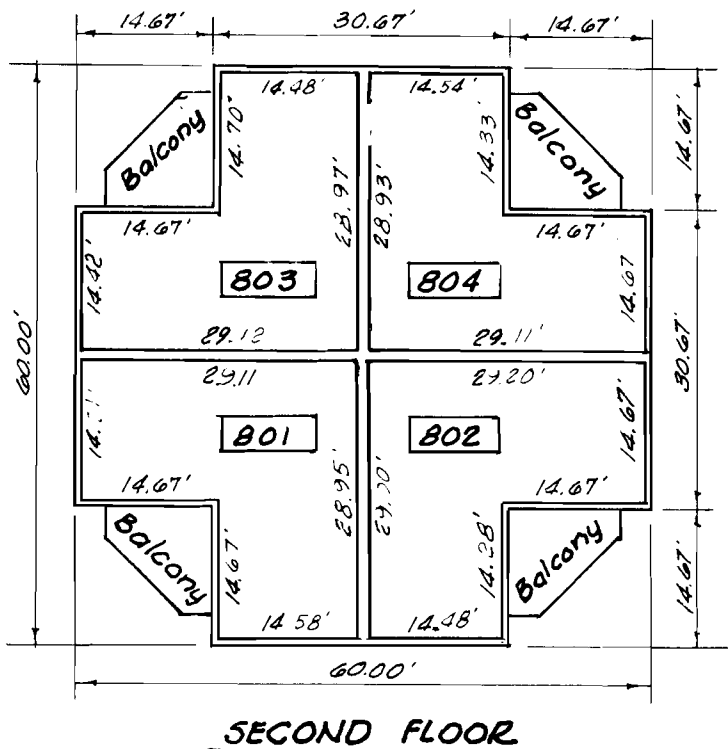


NOTE:
 1. The carports are "LIMITED COMMON ELEMENTS" corresponding to the Unit numbers as shown.
 2. **801** denotes unit number

LEGAL DESCRIPTION: PHASE EIGHT

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°30'09" FOR A DISTANCE OF 17.12 FEET TO THE POINT OF BEGINNING, SAID POINT BEARS S09°31'19"W FROM THE CENTER OF SAID CURVE; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 47°43'22" FOR A DISTANCE OF 233.28 FEET; THENCE N57°14'41"E FOR A DISTANCE OF 69.71 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 134.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 159.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.495 ACRES MORE OR LESS.

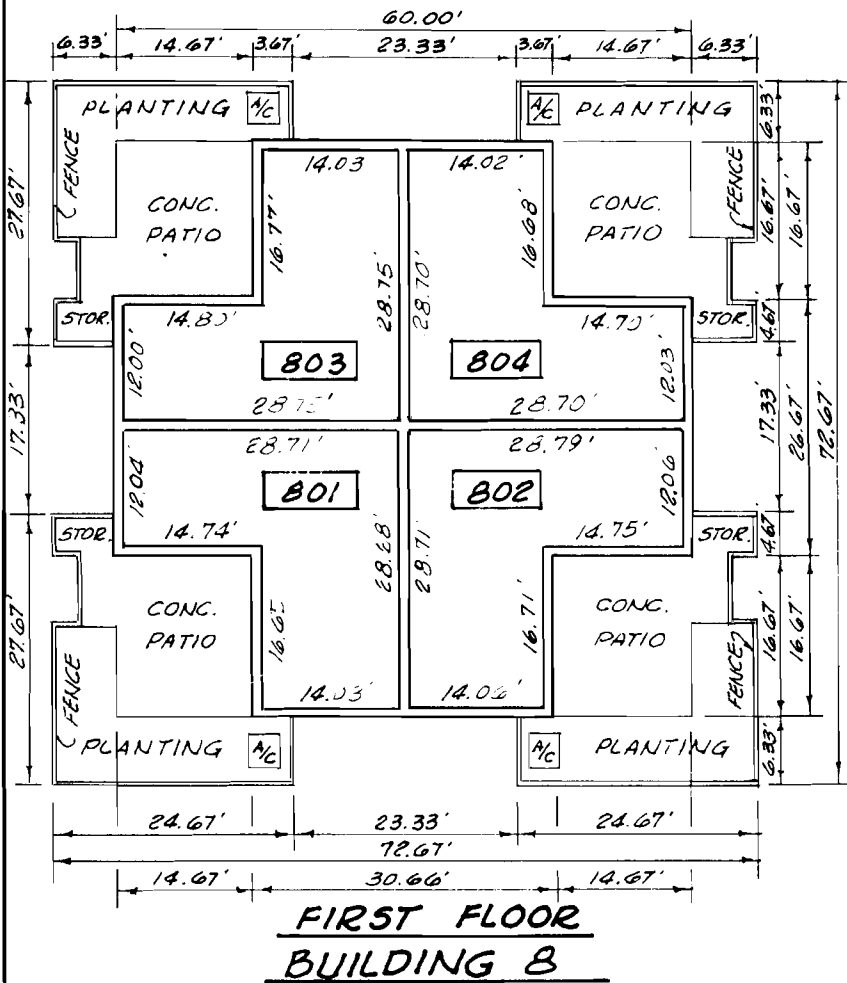
**PHASE EIGHT
 BANANA BAY, A CONDOMINIUM**



NOTES:

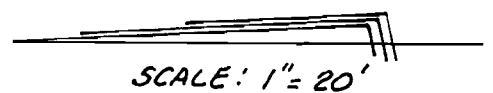
SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls.
3. The 2nd floor finished floor elevation is 15.61 feet.
4. The 2nd floor finished ceiling elevation is 23.69 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.66 feet.
3. The 1st floor finished ceiling elevation is 14.63 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units. See sheet 6 of 7 for limits of Limited Common Elements.



SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES 5.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [801] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS

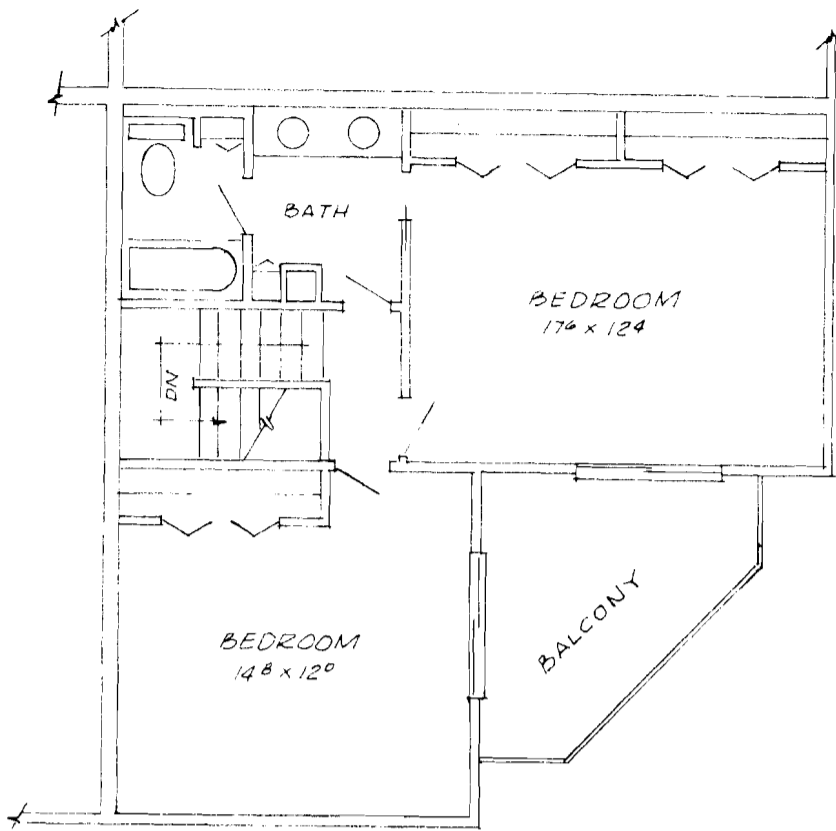
**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

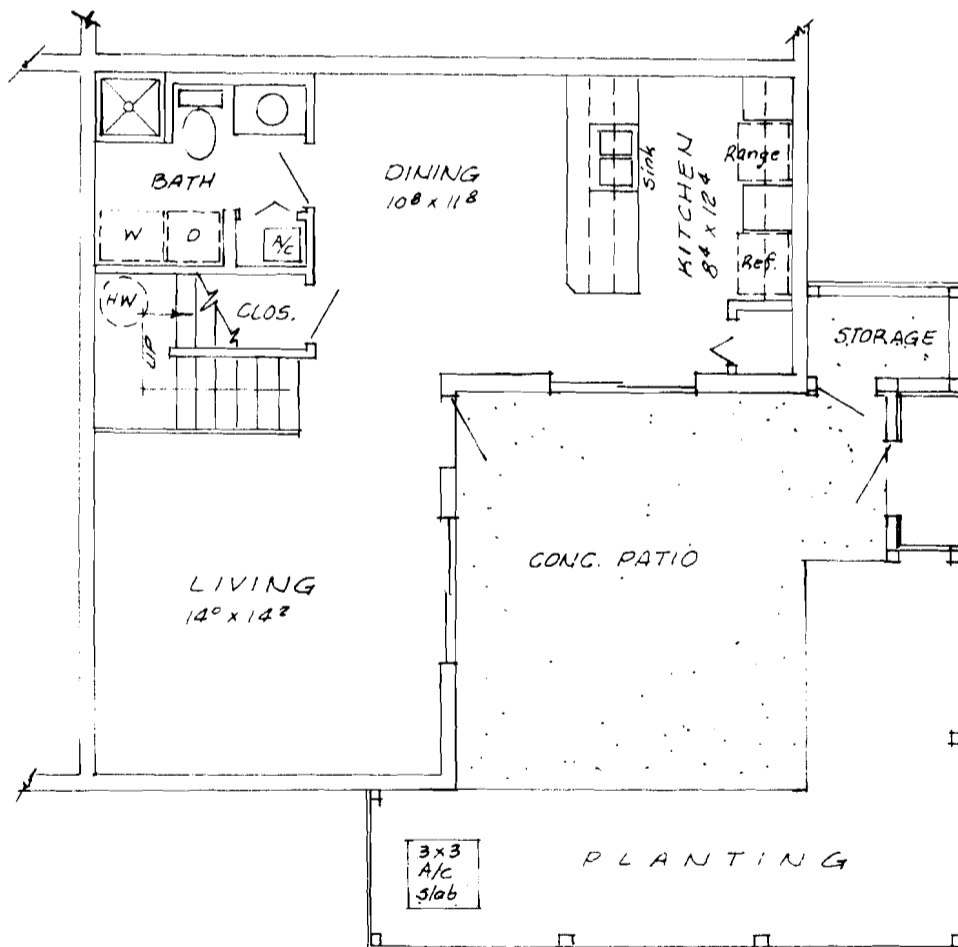
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SHEET 4 OF 7

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SECOND FLOOR ARCHITECTURAL PLAN-TYPICAL



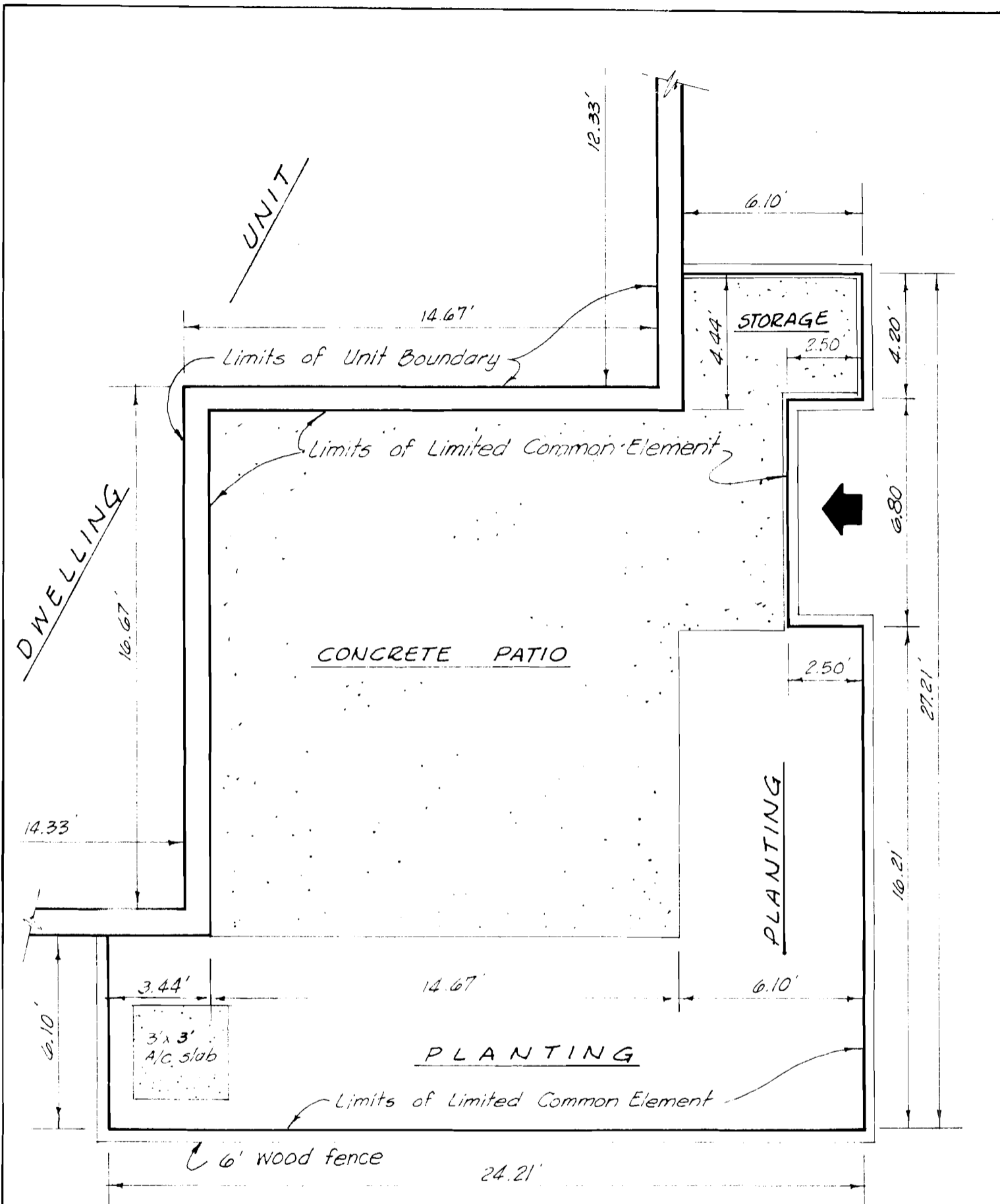
FIRST FLOOR ARCHITECTURAL PLAN-TYPICAL

BUILDING 8

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT K AND WERE DERIVED FROM THE ARCHITECT'S PLANS.

PHASE EIGHT

BANANA BAY, A CONDOMINIUM

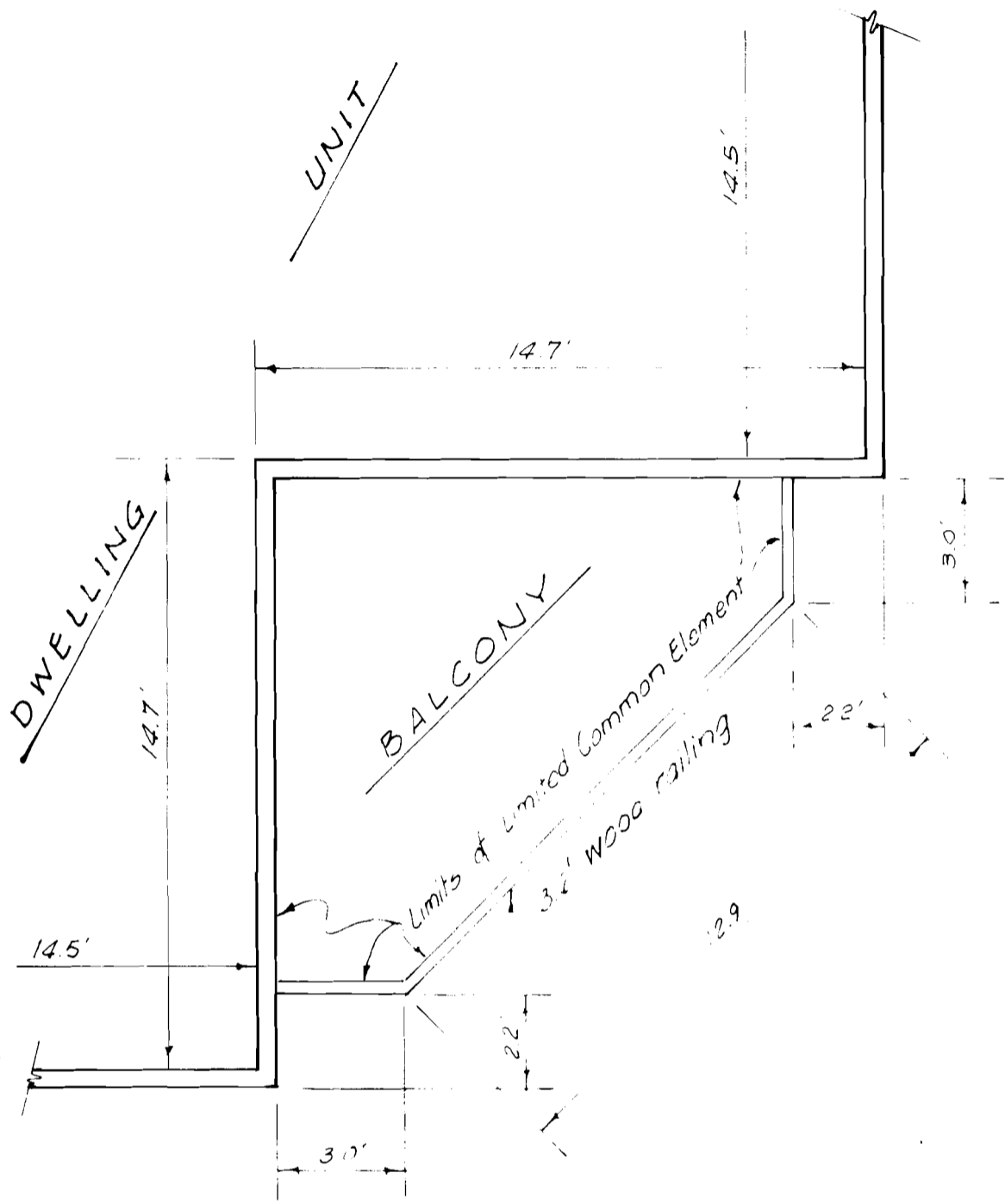


TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 801 THRU 804
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4
SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE EIGHT

BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 801 THRU 804

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY,"
ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE
SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

CERTIFICATE OF SURVEYOR
 FOR
 BANANA BAY, A CONDOMINIUM



STATE OF FLORIDA)
) SS
 COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

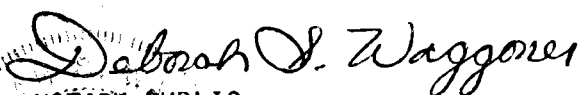
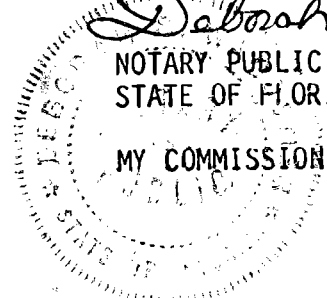
I HEREBY CERTIFY; THAT THE ATTACHED EXHIBIT "K" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
 THIS 16 DAY OF JAN, A.D., 1984

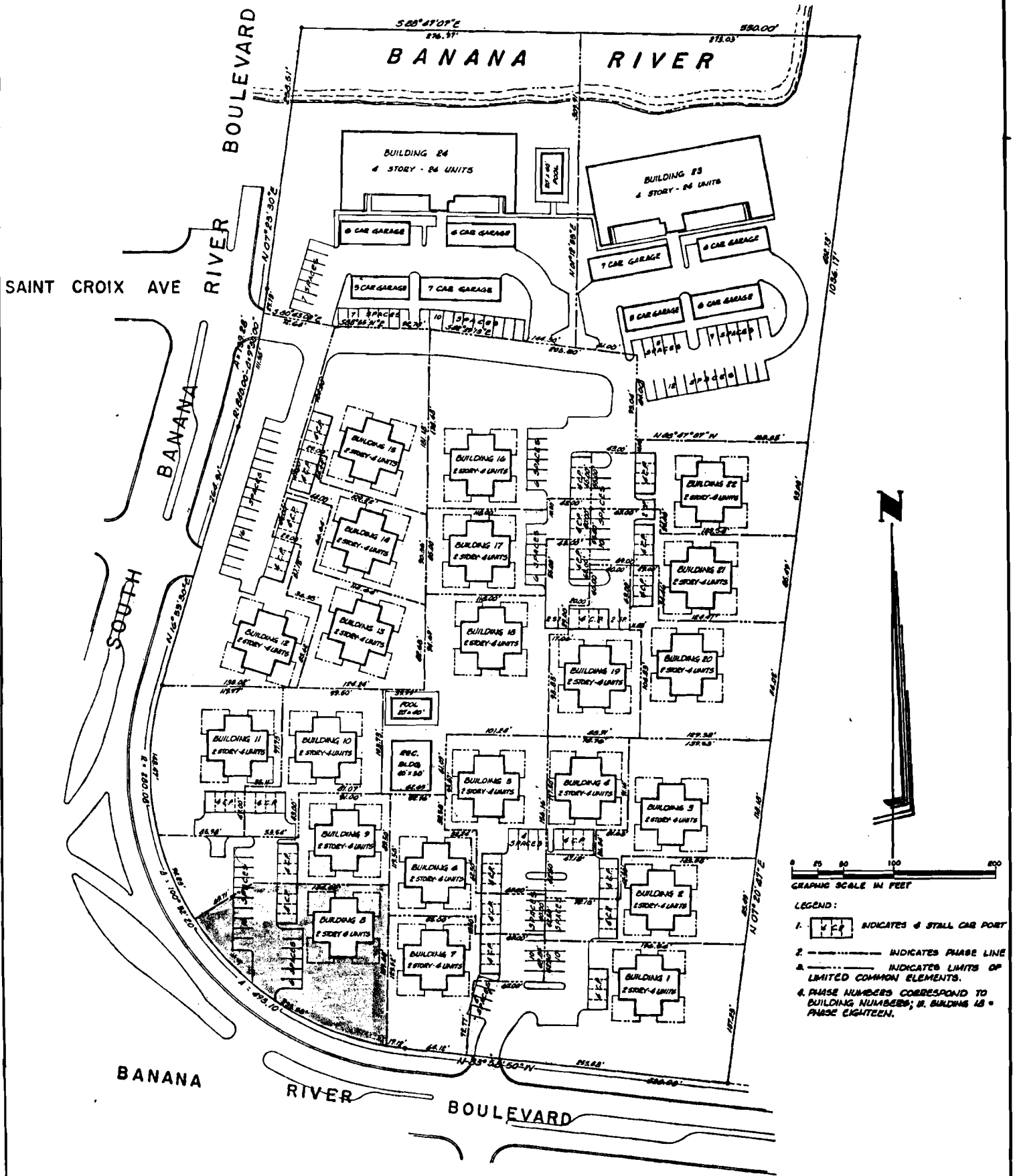
STOTTLER STAGG & ASSOCIATES

BY: 
 DAVID A. DEITHORN
 PROFESSIONAL LAND
 SURVEYOR NO. 2412
 STATE OF FLORIDA


SWORN TO AND SUBSCRIBED BEFORE ME
 THIS 16 DAY OF JAN, A.D., 1984


 NOTARY PUBLIC
 STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES _____
 NOTARY PUBLIC, STATE OF FLORIDA
 My commission expires Apr. 11, 1986


SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

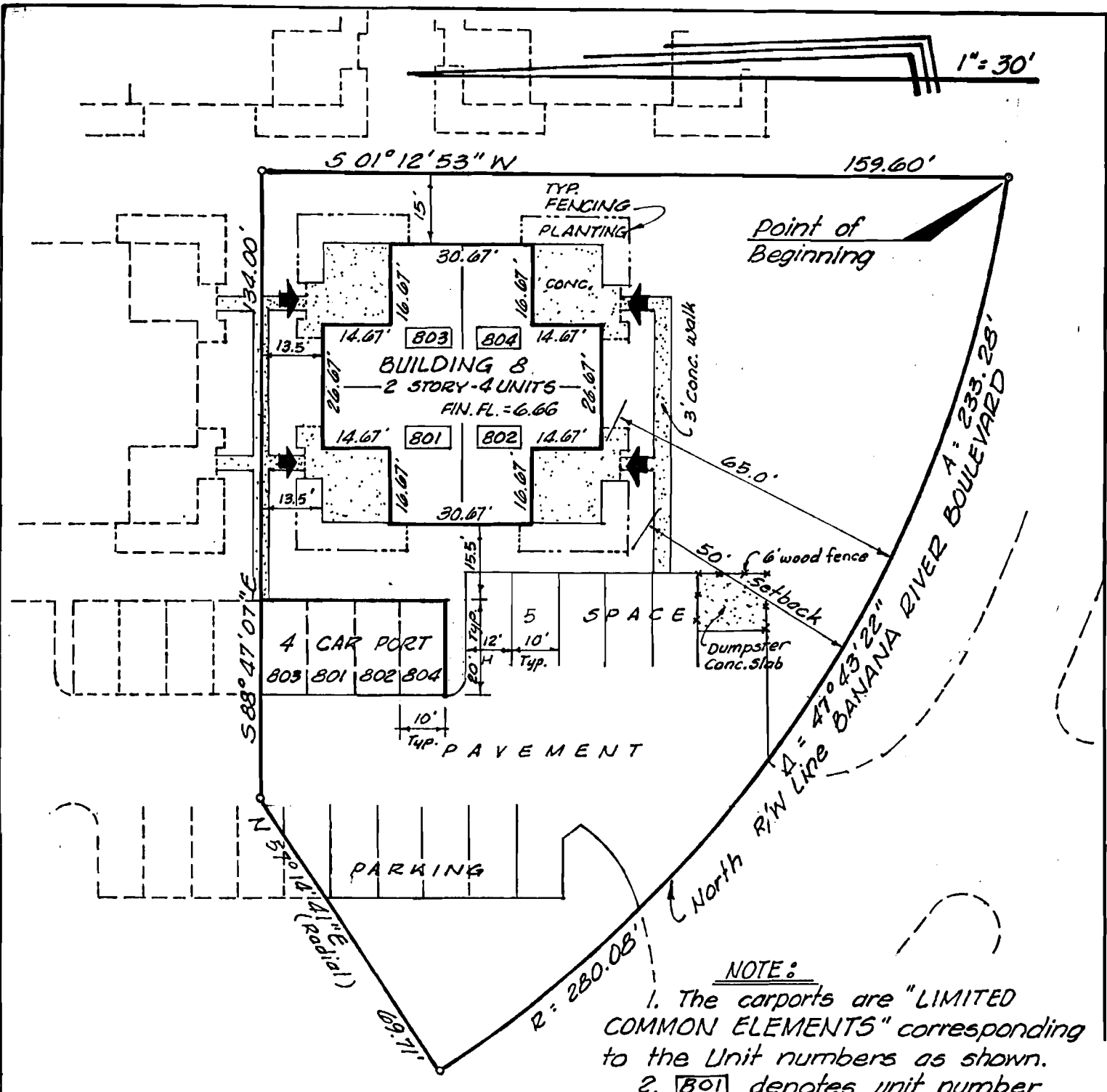
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PAGE SHEET 2 OF 7

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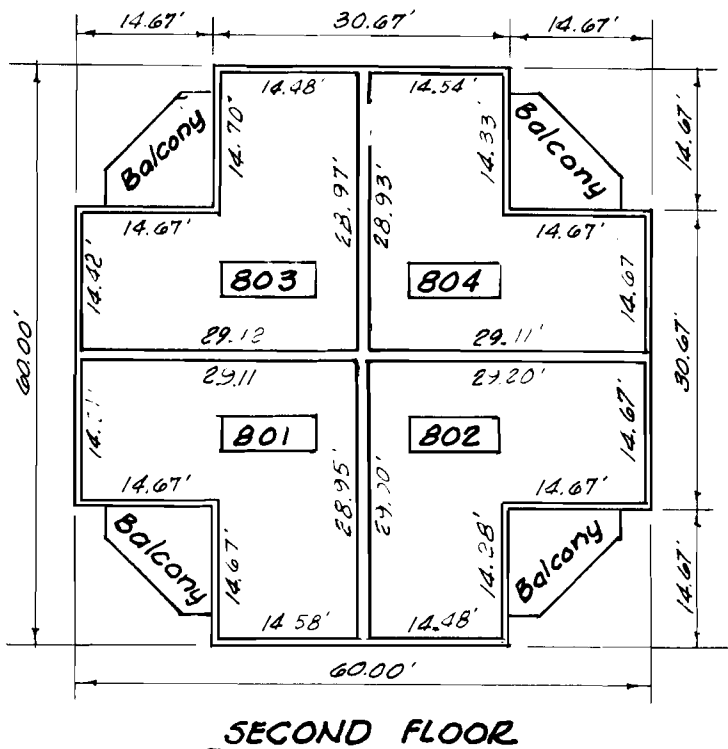


NOTE:
 1. The carports are "LIMITED COMMON ELEMENTS" corresponding to the Unit numbers as shown.
 2. **801** denotes unit number

LEGAL DESCRIPTION: PHASE EIGHT

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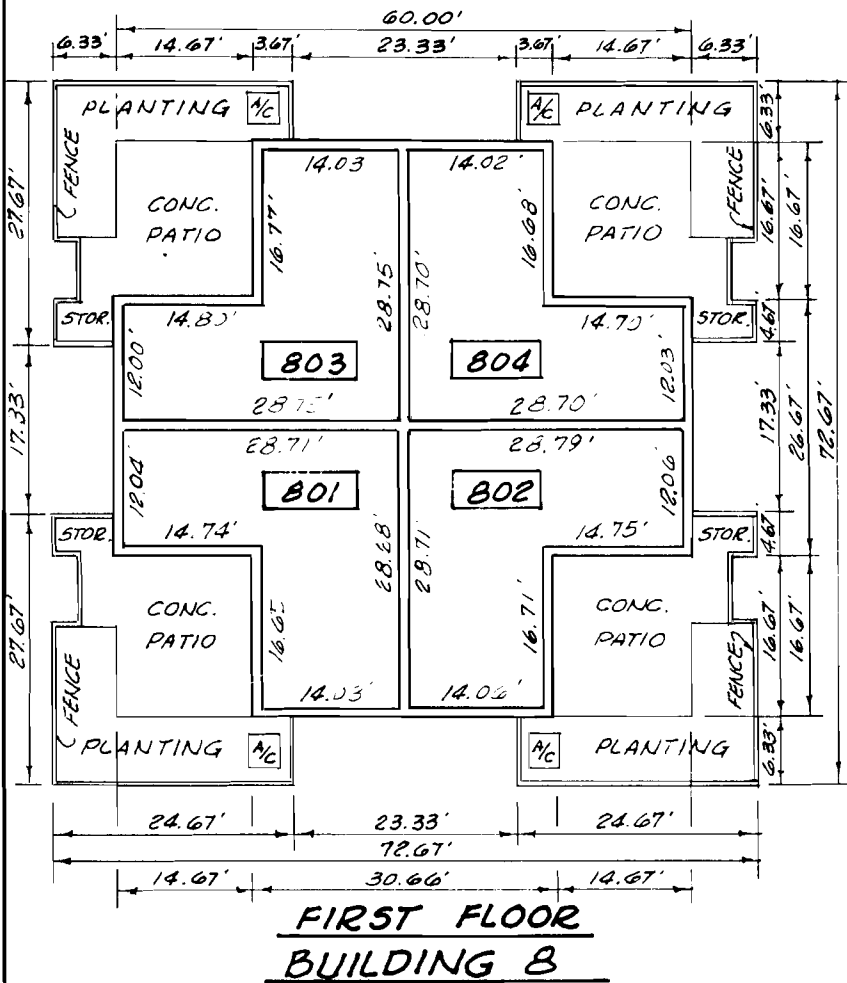
**PHASE EIGHT
 BANANA BAY, A CONDOMINIUM**



NOTES:

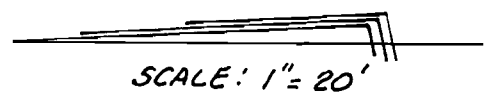
SECOND FLOOR ONLY

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5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR ONLY

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SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [801] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS

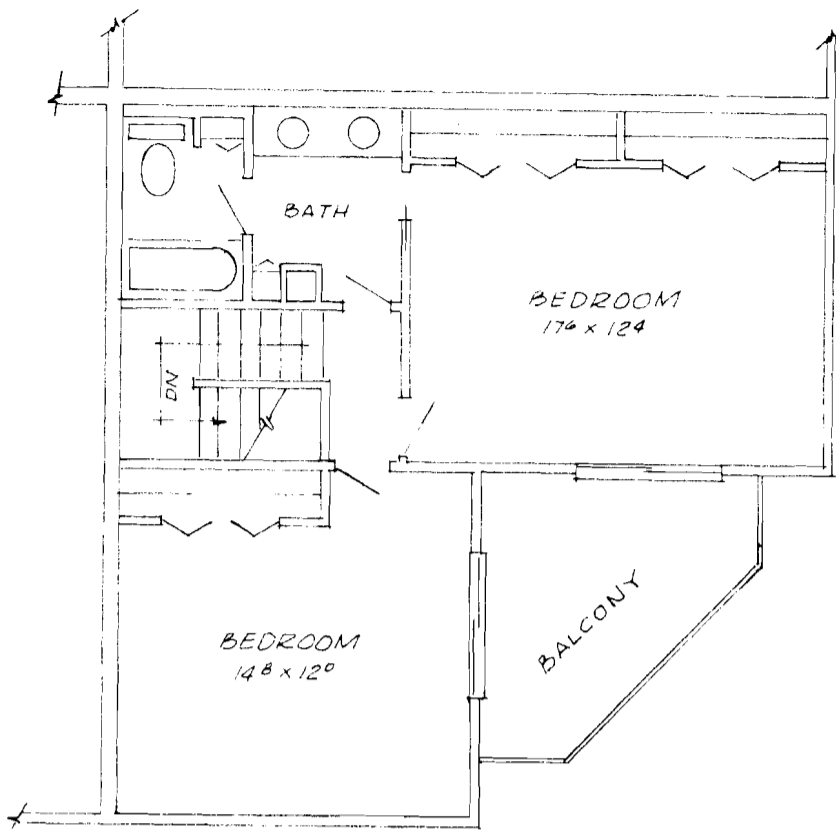
**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

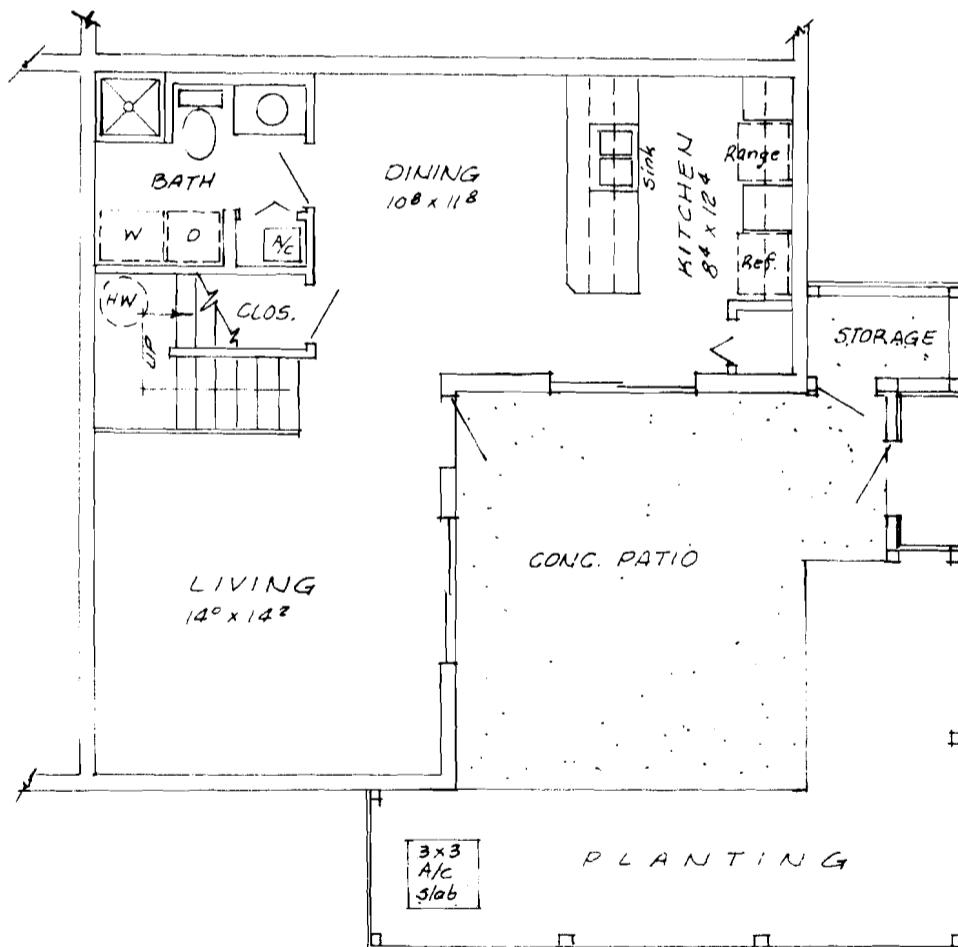
EXHIBIT M

SHEET 4 OF 7

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SECOND FLOOR ARCHITECTURAL PLAN-TYPICAL



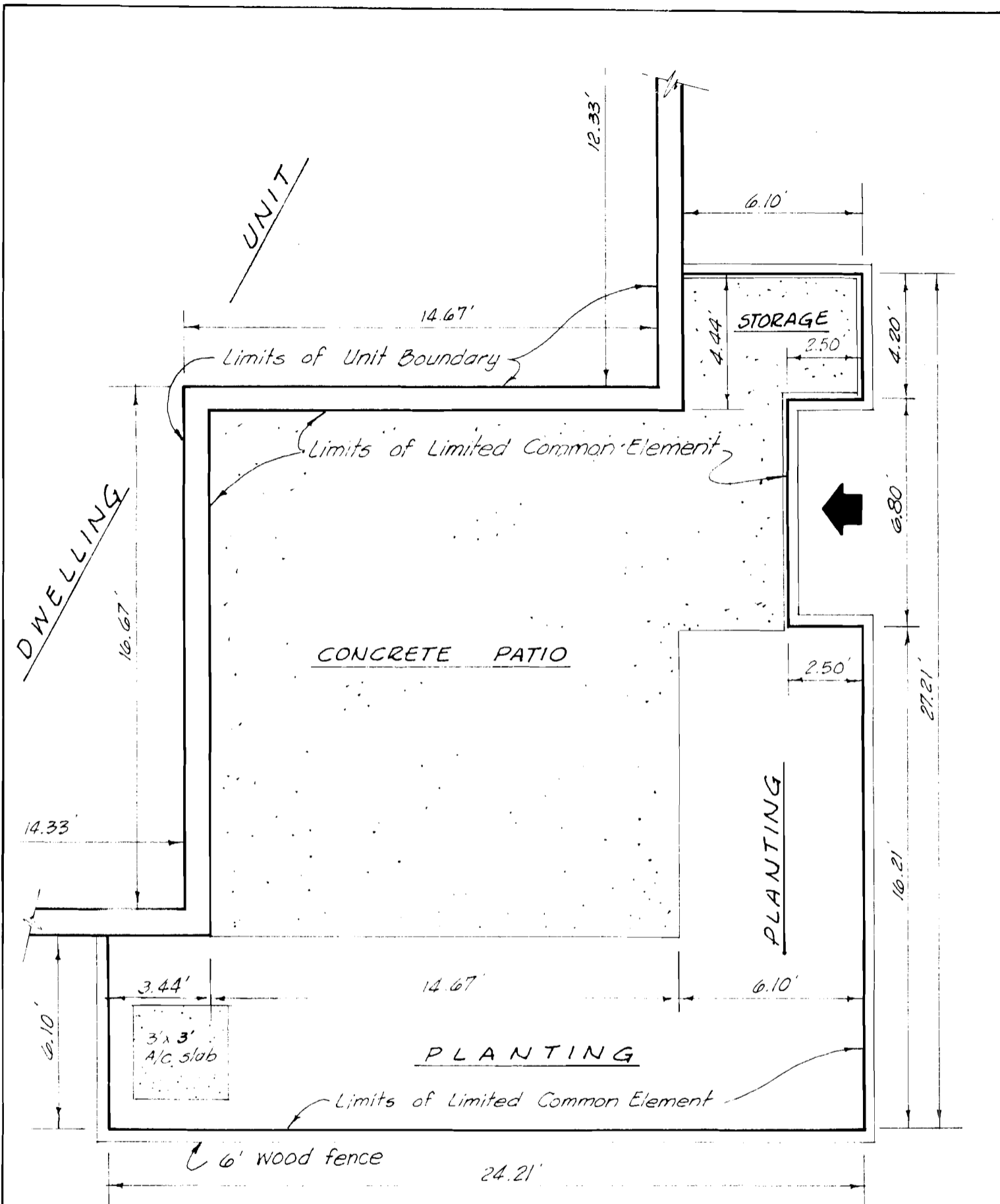
FIRST FLOOR ARCHITECTURAL PLAN-TYPICAL

BUILDING 8

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT K AND WERE DERIVED FROM THE ARCHITECT'S PLANS.

PHASE EIGHT

BANANA BAY, A CONDOMINIUM

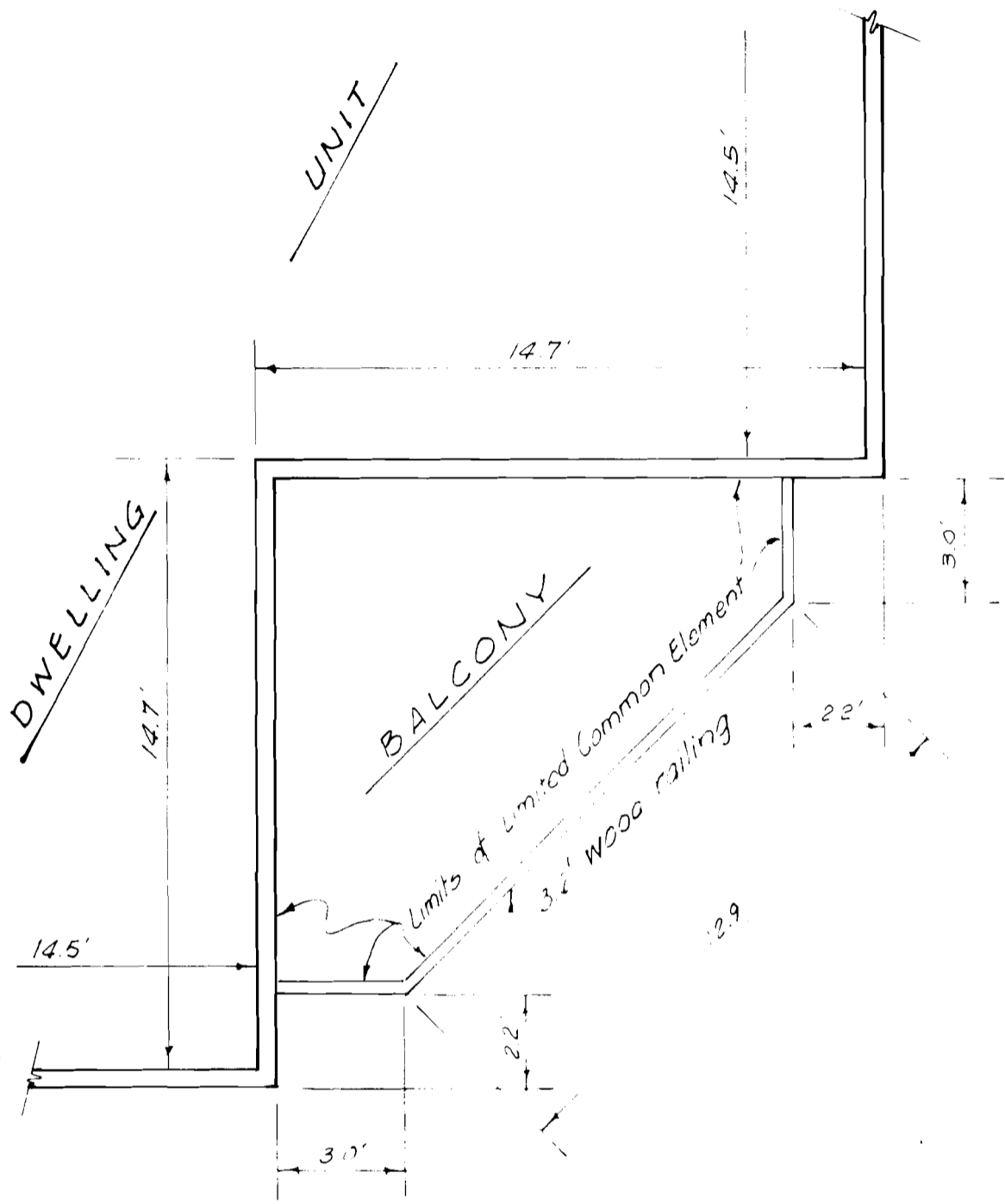


TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 801 THRU 804
 SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY,"
 ON SHEET 4
 SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE
 SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE EIGHT

BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 801 THRU 804

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY,"
ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE
SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

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0879 SHEET 7 OF 7

JOINDER BY MORTGAGEE IN DECLARATION OF CONDOMINIUM
OF
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

KNOW ALL MEN BY THESE PRESENTS:

That BANANA RIVER PROPERTIES, INC., a Florida Corporation, the owner and holder of a mortgage executed by WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, dated October 31, 1978, by and between WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, as mortgagor, and BANANA RIVER PROPERTIES, INC., as mortgagee, recorded in Official Records Book 1964, Page 404, Public Records of Brevard County, Florida, said mortgage encumbering the lands described in the Declaration of Condominium of BANANA BAY, A CONDOMINIUM, as recorded in Official Records Book 2264, Pages 0239 through 0270, inclusive, Public Records of Brevard County, Florida, as amended by Amendment recorded in Official Records Book 2268, Pages 1372 through 1381, inclusive, Public Records of Brevard County, Florida, as amended by Amendment recorded in Official Records Book 2270, Pages 1112 through 1122, inclusive, Public Records of Brevard County, Florida, and as further amended by Amendment recorded in Official Records Book 2289, Pages 1196 through 1225, inclusive, Public Records of Brevard County, Florida, hereby joins in the aforesaid amendments to the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, for the purpose of consenting to, and hereby does as Mortgagee, consent to the submission of the land encumbered by said mortgage to a condominium regime in accordance with the aforesaid Declaration of Condominium of BANANA BAY, A CONDOMINIUM.

Dated this the 16 day of September, 1981.

Signed, sealed and delivered
in the presence of:

Urbain Jarvis

Betty J. Bennett

BANANA RIVER PROPERTIES, INC.

By: F. Burton Smith
F. BURTON SMITH, PRESIDENT

STATE OF FLORIDA
COUNTY OF BREVARD

REC. FEE \$ 4.00 RECORD PAYMENT AS
EGG FEE \$ _____ RECORD CLASS
INT. TAX \$ _____ RECORD CLASS
SER. CHG. \$ _____ RECORD CLASS
REFUND \$ _____ RECORD CLASS
Clerk Circuit Court

I HEREBY CERTIFY that on the date below, before me, an officer duly authorized to take acknowledgements, personally appeared F. BURTON SMITH, well known to be the President of BANANA RIVER PROPERTIES, INC., a Florida Corporation, and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in them by the said corporation, and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in said county and state last aforesaid this the 16th day of September, 1981.

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 26, 1984
Bonded By American Fire & Casualty Company

Betty J. Bennett
Notary Public, State of Florida

595179

1981 OCT 27 PM 1:26

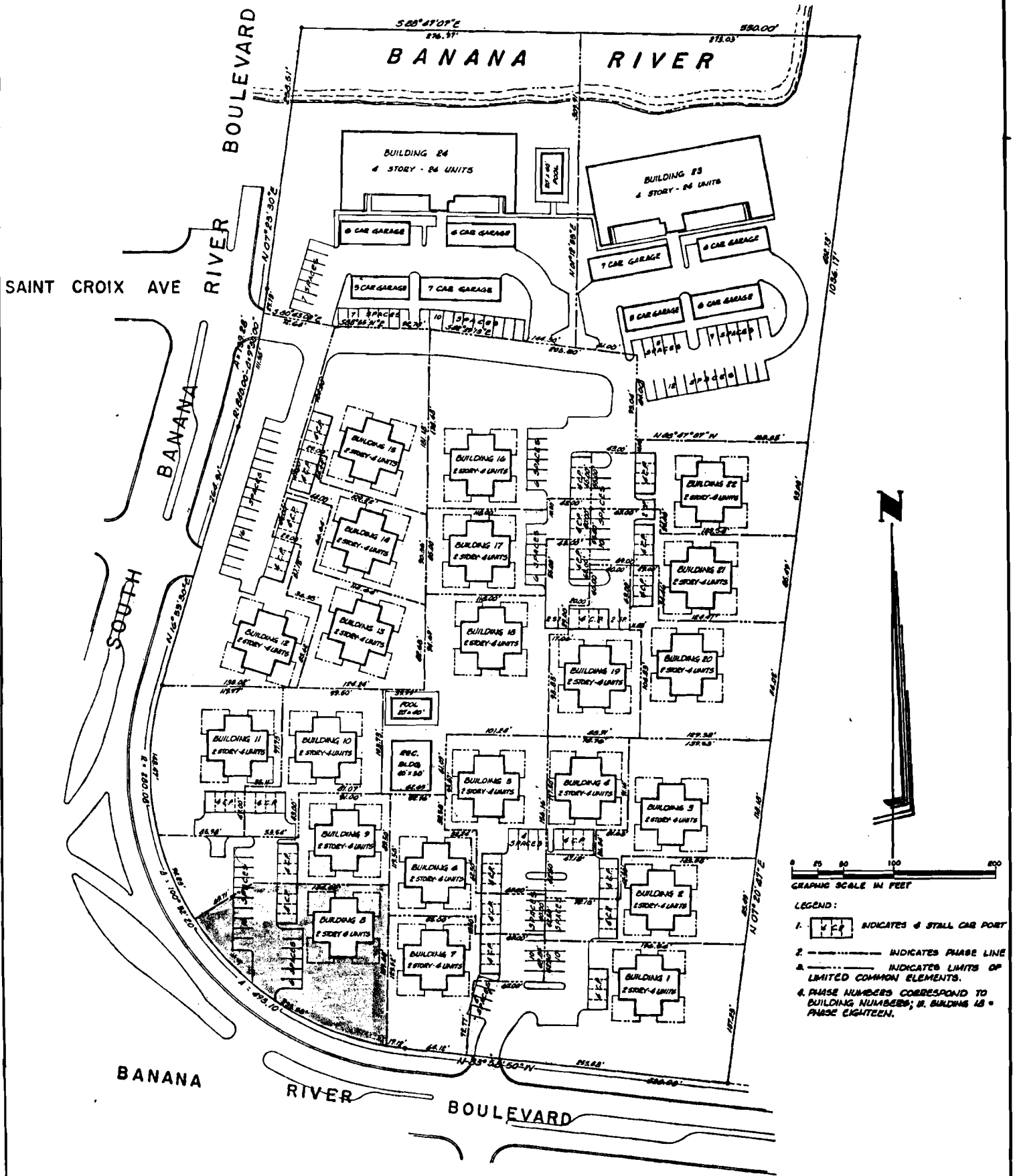


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2333

PAGE
1911

PLEASE RETURN TO:
WOLFE, KIRSCHENBAUM, CARUSO,
MOSLEY & KABBOORD, P.A.
P. O. BOX 757
COCOA BEACH, FLORIDA 32931

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

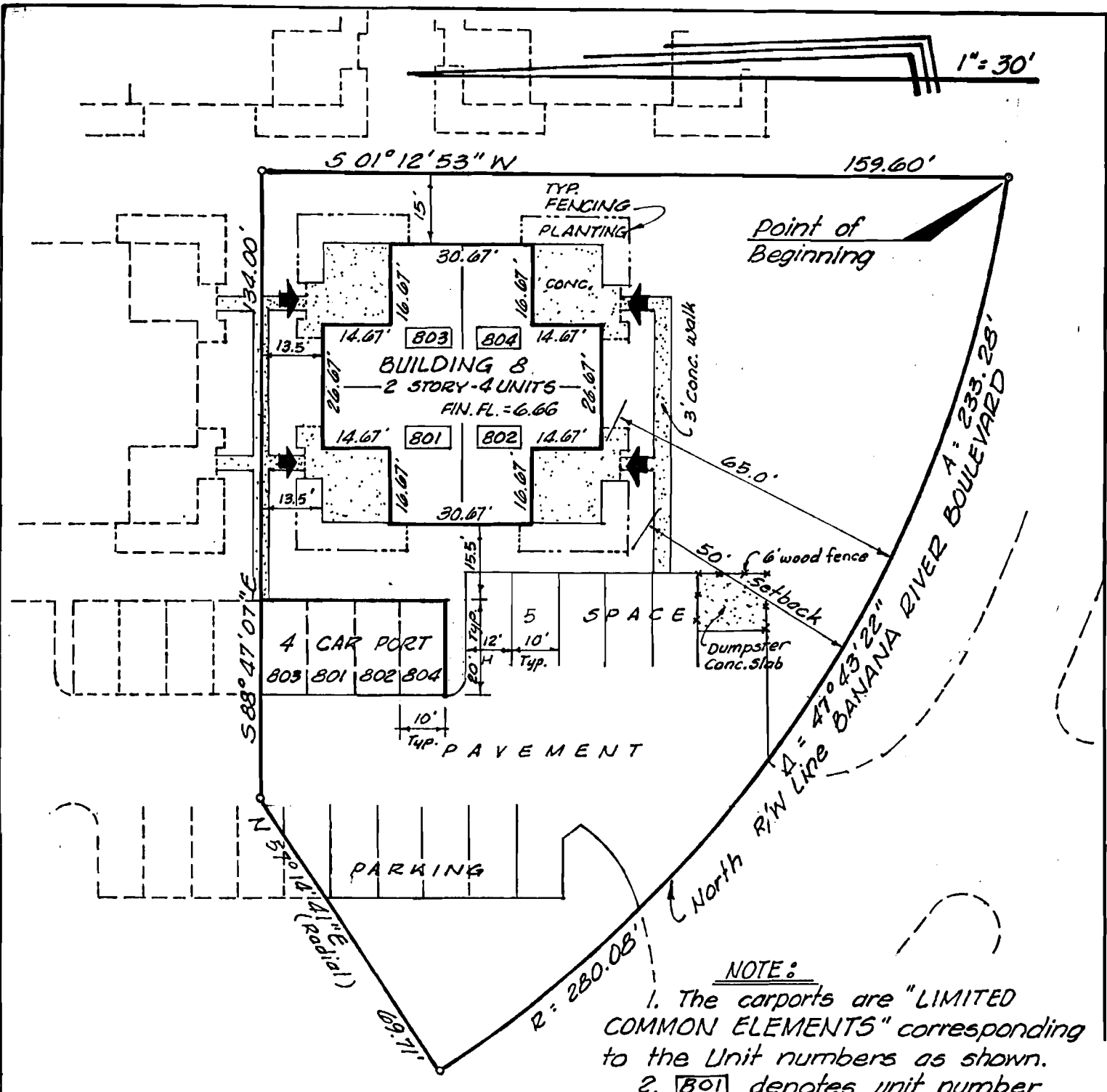


**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

EXHIBIT M
OFF. REC.

PAGE SHEET 2 OF 7

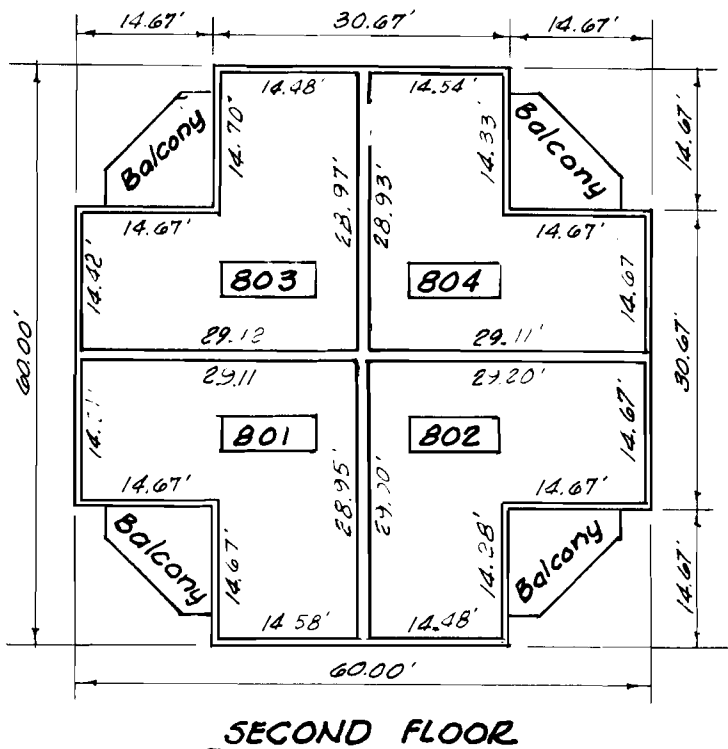


NOTE:
 1. The carports are "LIMITED COMMON ELEMENTS" corresponding to the Unit numbers as shown.
 2. **801** denotes unit number

LEGAL DESCRIPTION: PHASE EIGHT

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 3°30'09" FOR A DISTANCE OF 17.12 FEET TO THE POINT OF BEGINNING, SAID POINT BEARS S09°31'19"W FROM THE CENTER OF SAID CURVE; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 47°43'22" FOR A DISTANCE OF 233.28 FEET; THENCE N57°14'41"E FOR A DISTANCE OF 69.71 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 134.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 159.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.495 ACRES MORE OR LESS.

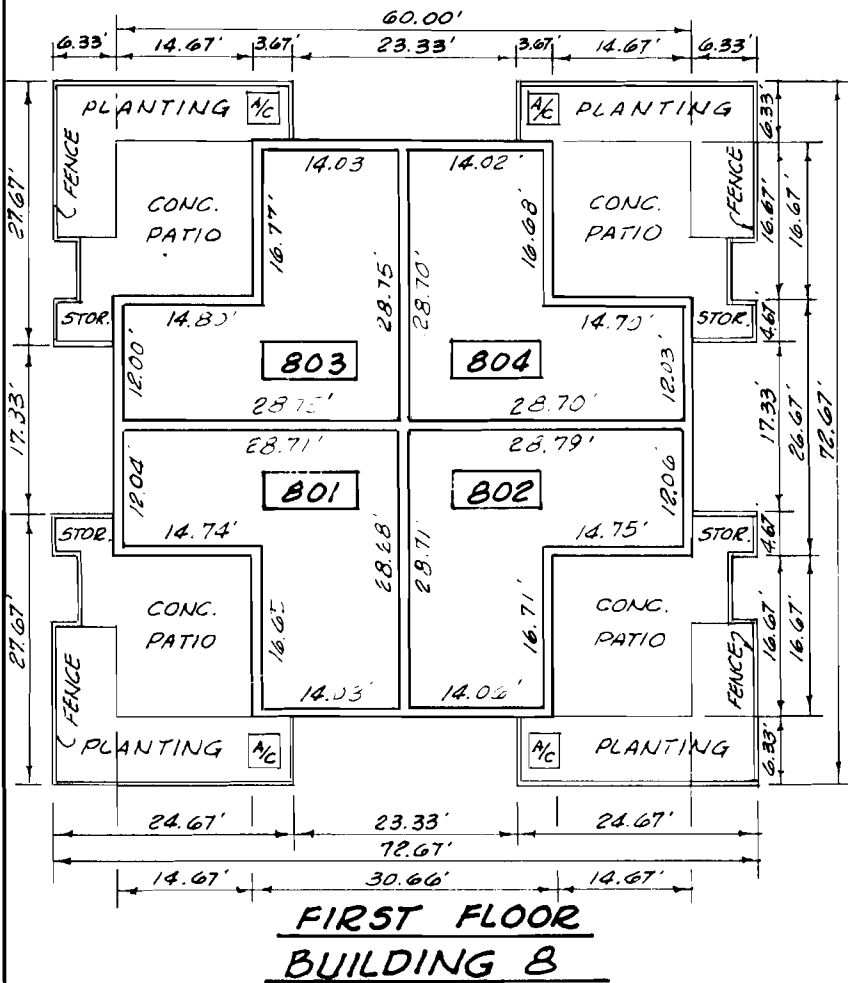
**PHASE EIGHT
 BANANA BAY, A CONDOMINIUM**



NOTES:

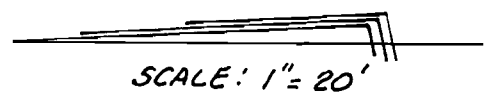
SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls.
3. The 2nd floor finished floor elevation is 15.61 feet.
4. The 2nd floor finished ceiling elevation is 23.69 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.66 feet.
3. The 1st floor finished ceiling elevation is 14.63 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units. See sheet 6 of 7 for limits of Limited Common Elements.



SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES 5.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [801] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS

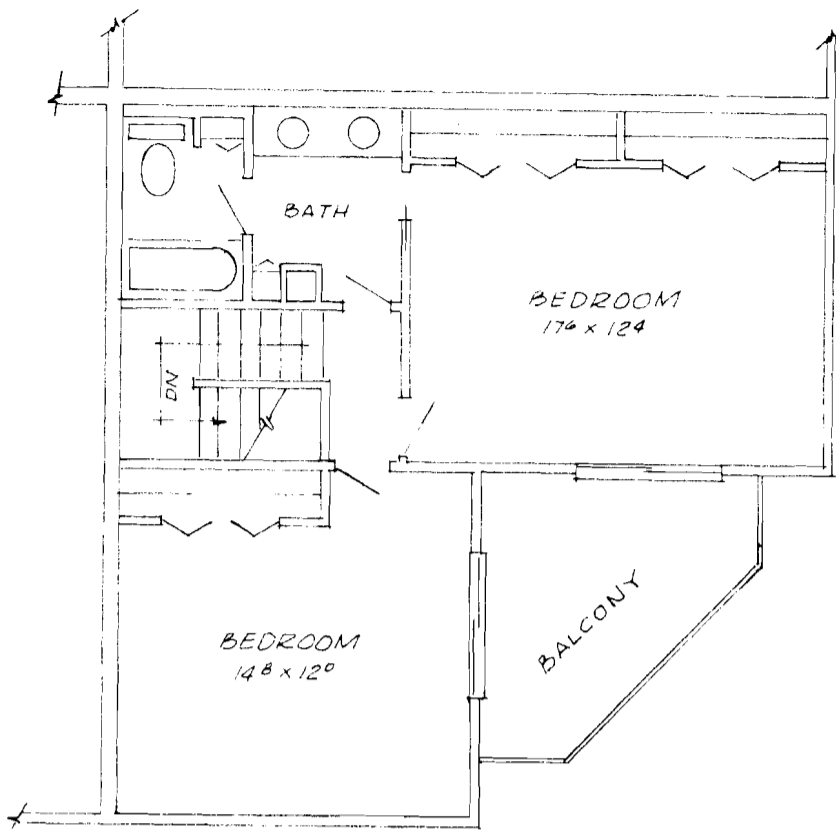
**PHASE EIGHT
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

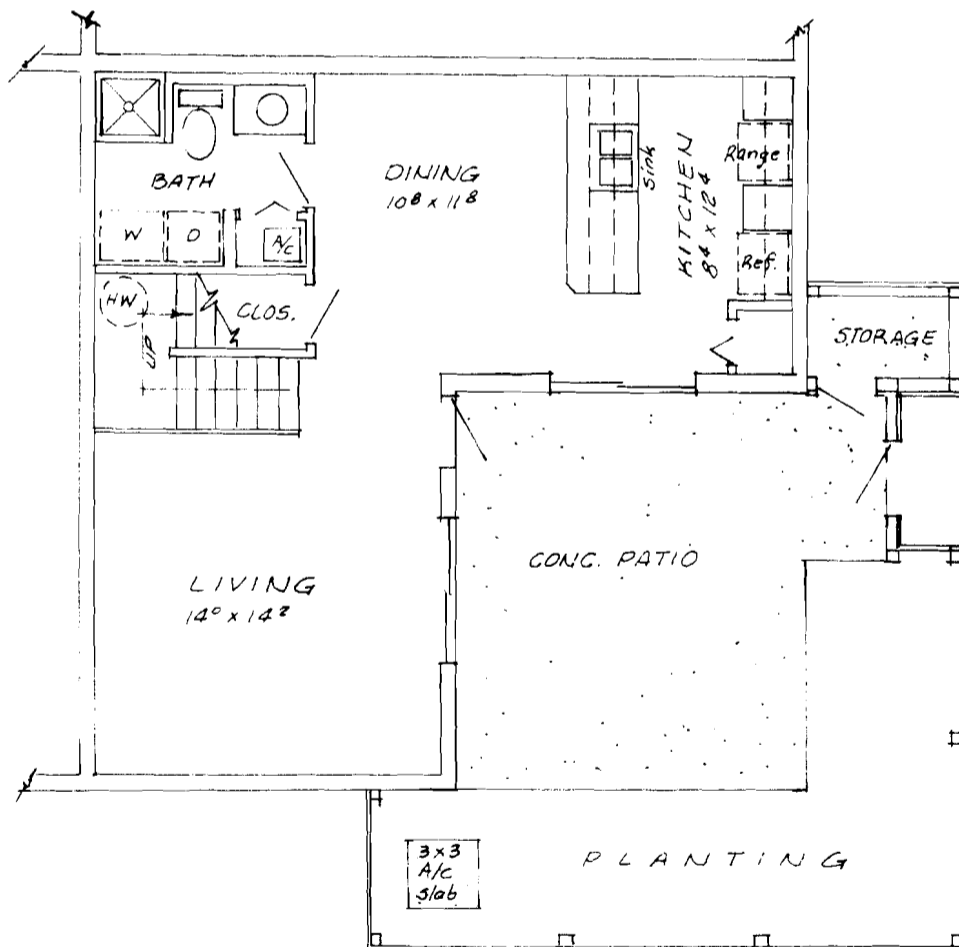
EXHIBIT M

SHEET 4 OF 7

0876



SECOND FLOOR ARCHITECTURAL PLAN-TYPICAL

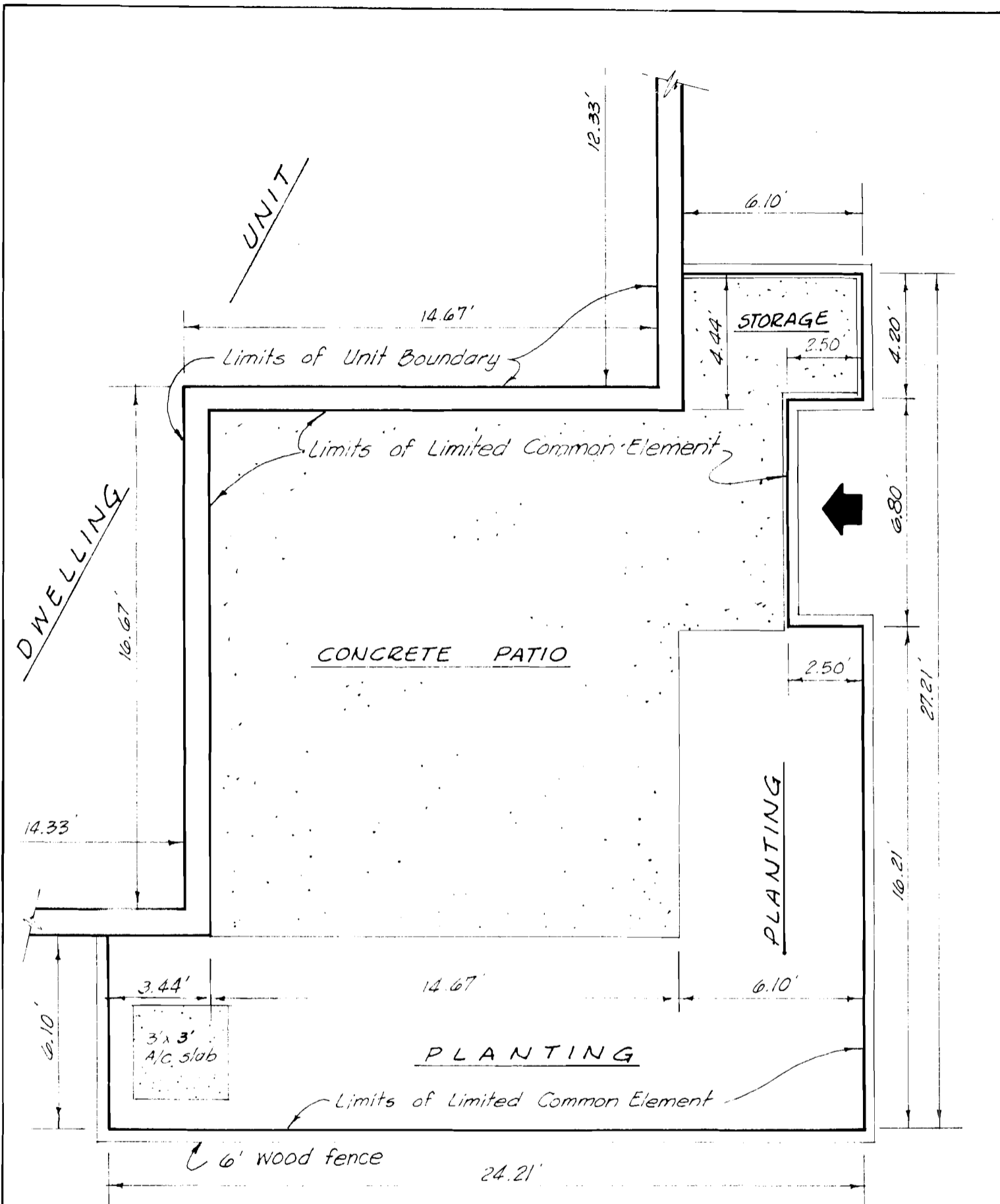


FIRST FLOOR ARCHITECTURAL PLAN-TYPICAL

BUILDING 8

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT K AND WERE DERIVED FROM THE ARCHITECT'S PLANS.

PHASE EIGHT
BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 801 THRU 804

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4

SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

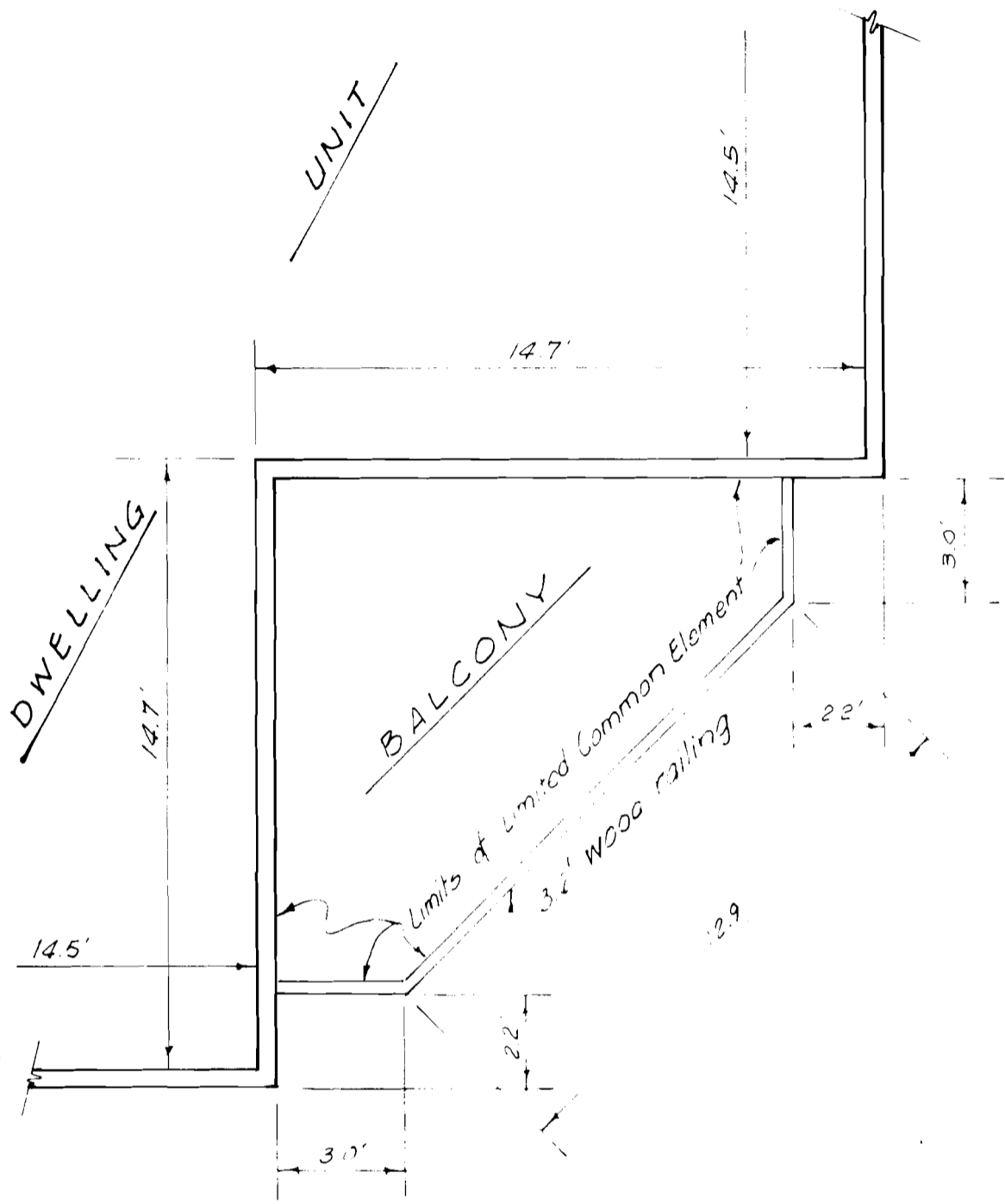
PHASE EIGHT

BANANA BAY, A CONDOMINIUM

103

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FIG



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 801 THRU 804

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY,"
ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE
SHEET 6 OF 7 FOR PATIO LOCATION.

PHASE EIGHT
BANANA BAY, A CONDOMINIUM

DATE: 16 JAN 1984

OFF REC
2483 EXHIBIT M

PAGE
0879 SHEET 7 OF 7

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;


I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "L" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 16 DAY OF JAN, A.D., 1984

STOTTLER STAGG & ASSOCIATES

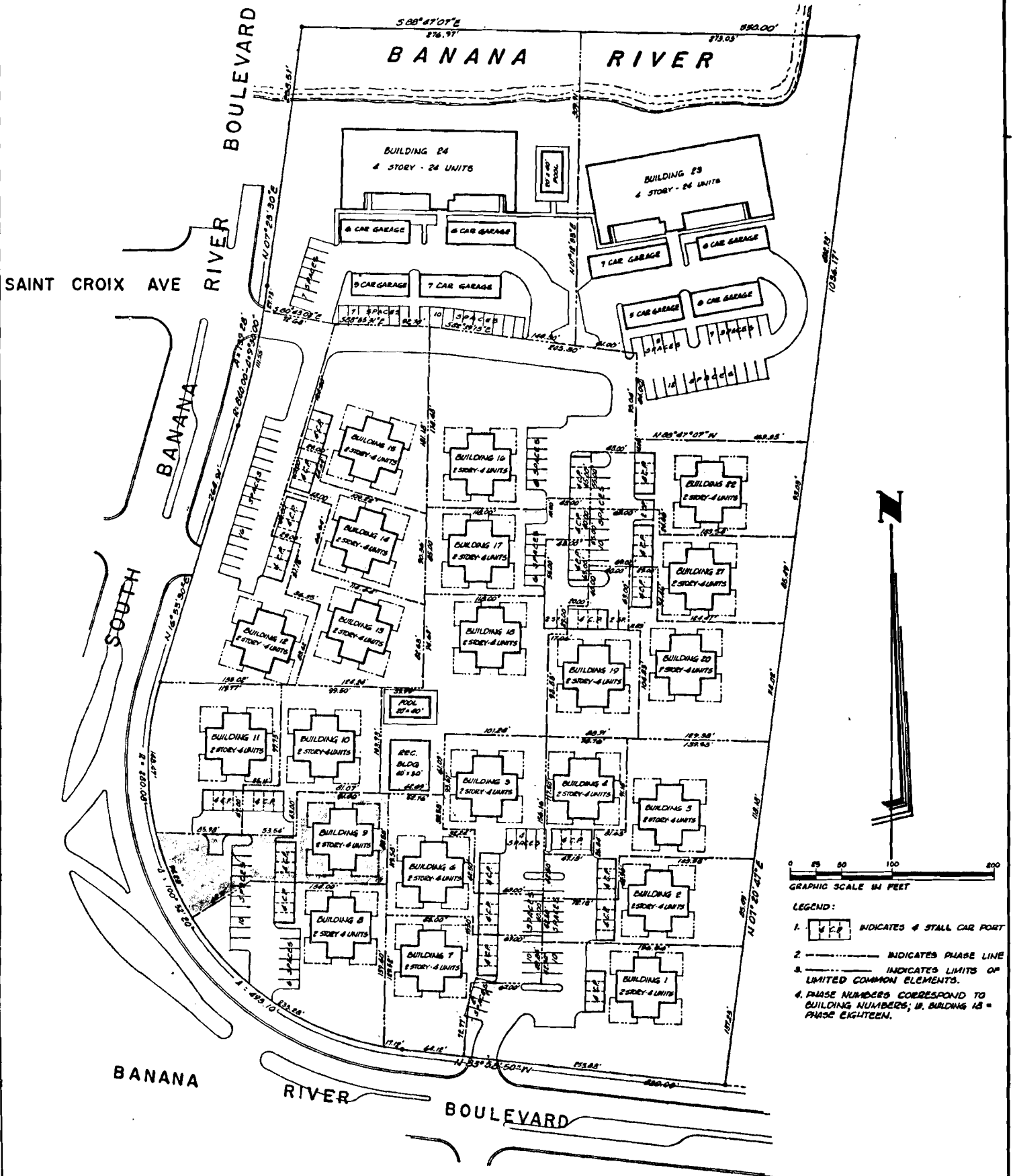
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 16 DAY OF JAN, A.D., 1984


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Apr. 11, 1986
MY COMMISSION EXPIRES _____

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE NINE
BANANA BAY, A CONDOMINIUM**

DATE: 16 JAN 1984

EXHIBIT N

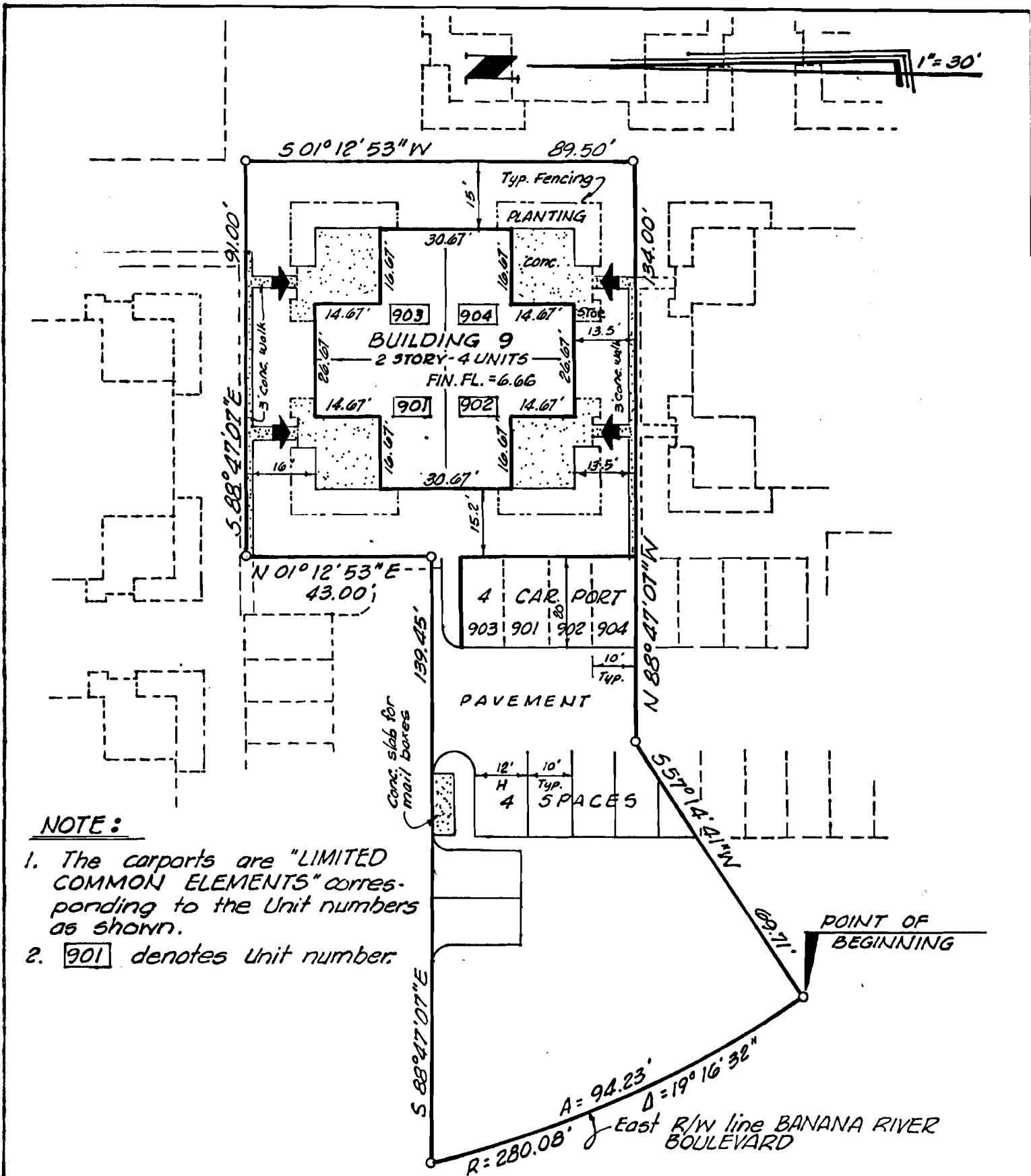
SHEET 2 OF 7

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PAGE

2483

0881



LEGAL DESCRIPTION: PHASE NINE

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 51°13'31" FOR A DISTANCE OF 250.40 FEET TO THE POINT OF BEGINNING, SAID POINT BEARS S57°14'41"W FROM THE CENTER OF SAID CURVE; THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 19°16'32" FOR A DISTANCE OF 94.23 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 139.45 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 43.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 91.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 89.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 134.00 FEET; THENCE S57°14'41"W FOR A DISTANCE OF 69.71 FEET; TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.364 ACRES MORE OR LESS.

PHASE NINE

BANANA BAY, A CONDOMINIUM

DATE: 16 JAN 1984

OFF. REC.

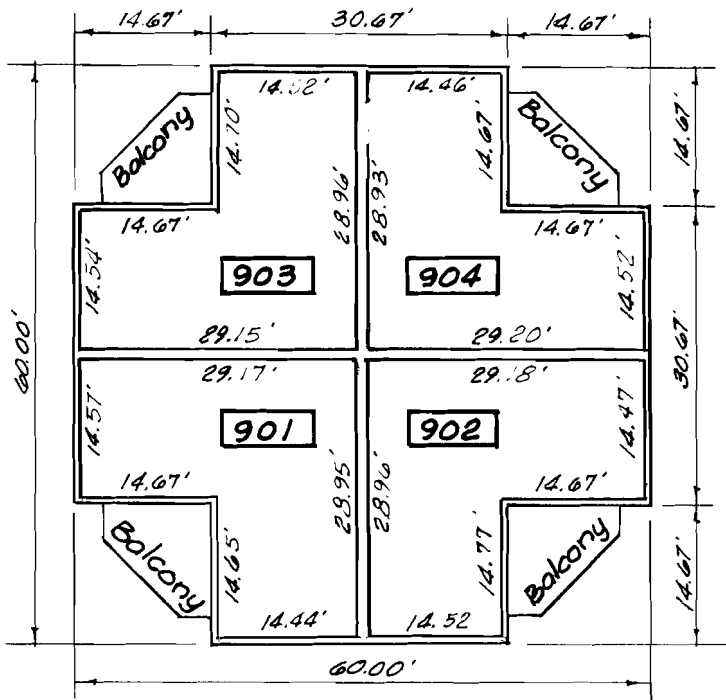
EXHIBIT N

PAGE

SHEET 3 OF 7

2483

0882

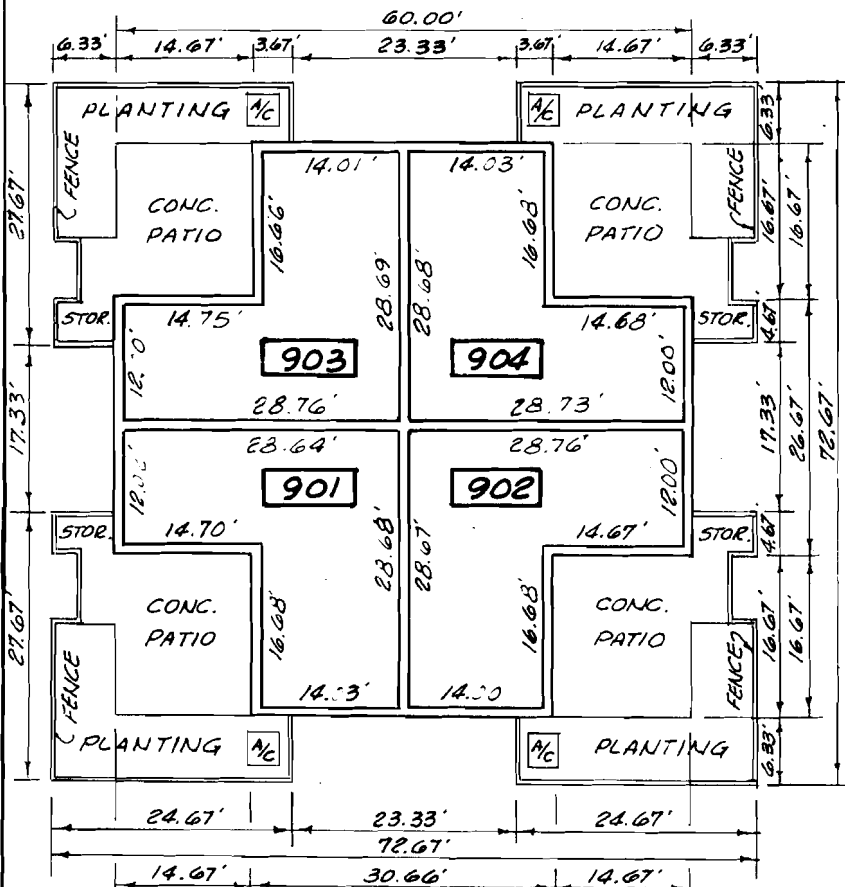


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls.
3. The 2nd floor finished floor elevation is 15.68 feet.
4. The 2nd floor finished ceiling elevation is 23.70 feet.
5. The balconies adjacent to the units are Common Elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



**FIRST FLOOR
BUILDING 9**

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.66 feet.
3. The 1st floor finished ceiling elevation is 14.53 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units. See sheet 6 of 7 for limits of Limited Common Elements.

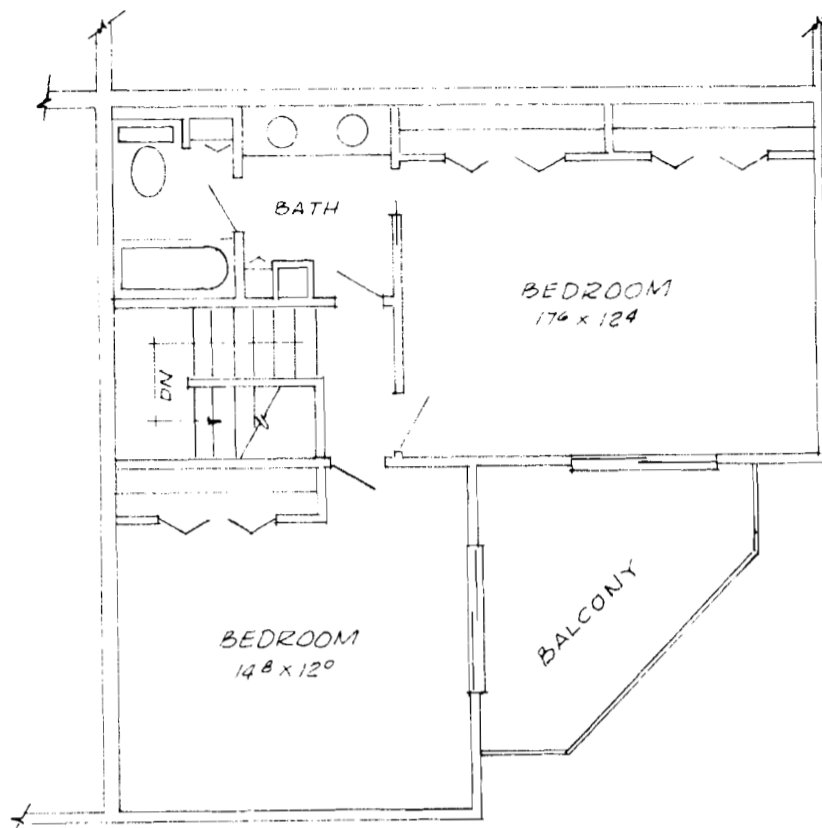
SCALE: 1" = 20'

SURVEYOR'S NOTES:

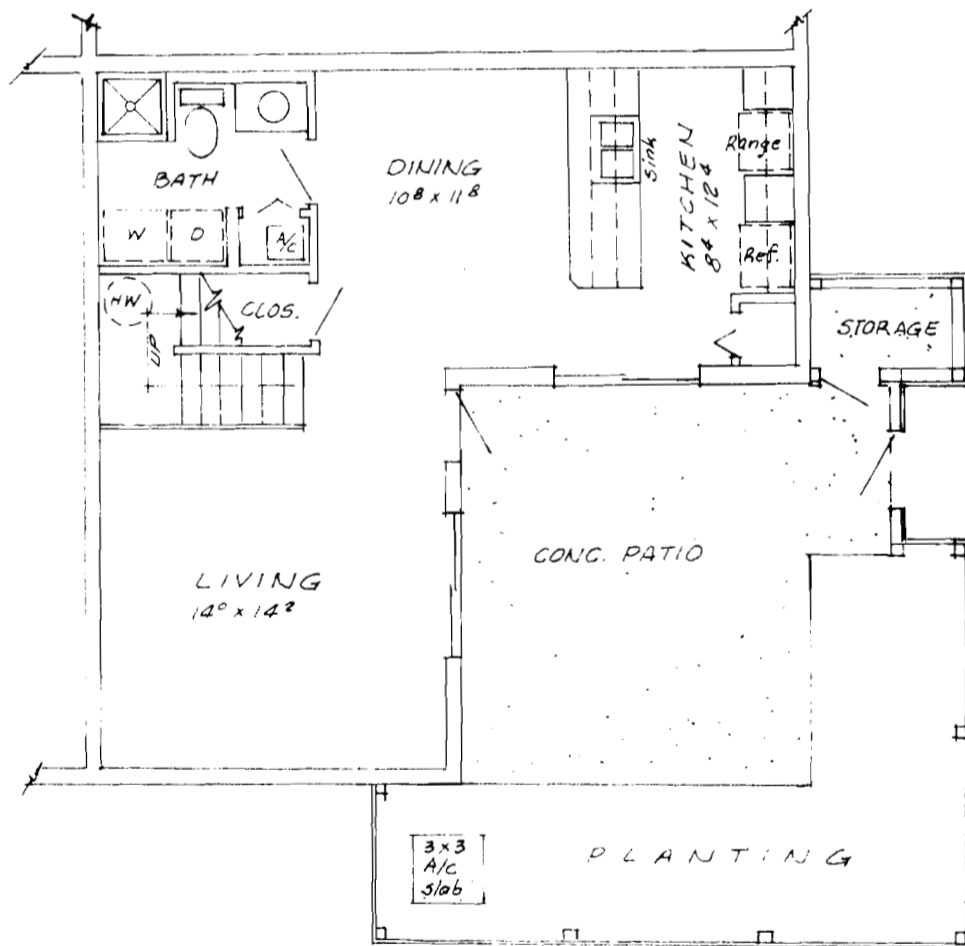
1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [901] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS

PHASE NINE

BANANA BAY, A CONDOMINIUM



SECOND FLOOR ARCHITECTURAL PLAN-TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN-TYPICAL

BUILDING 9

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT L AND WERE DERIVED FROM THE ARCHITECT'S PLANS.

**PHASE NINE
BANANA BAY, A CONDOMINIUM**

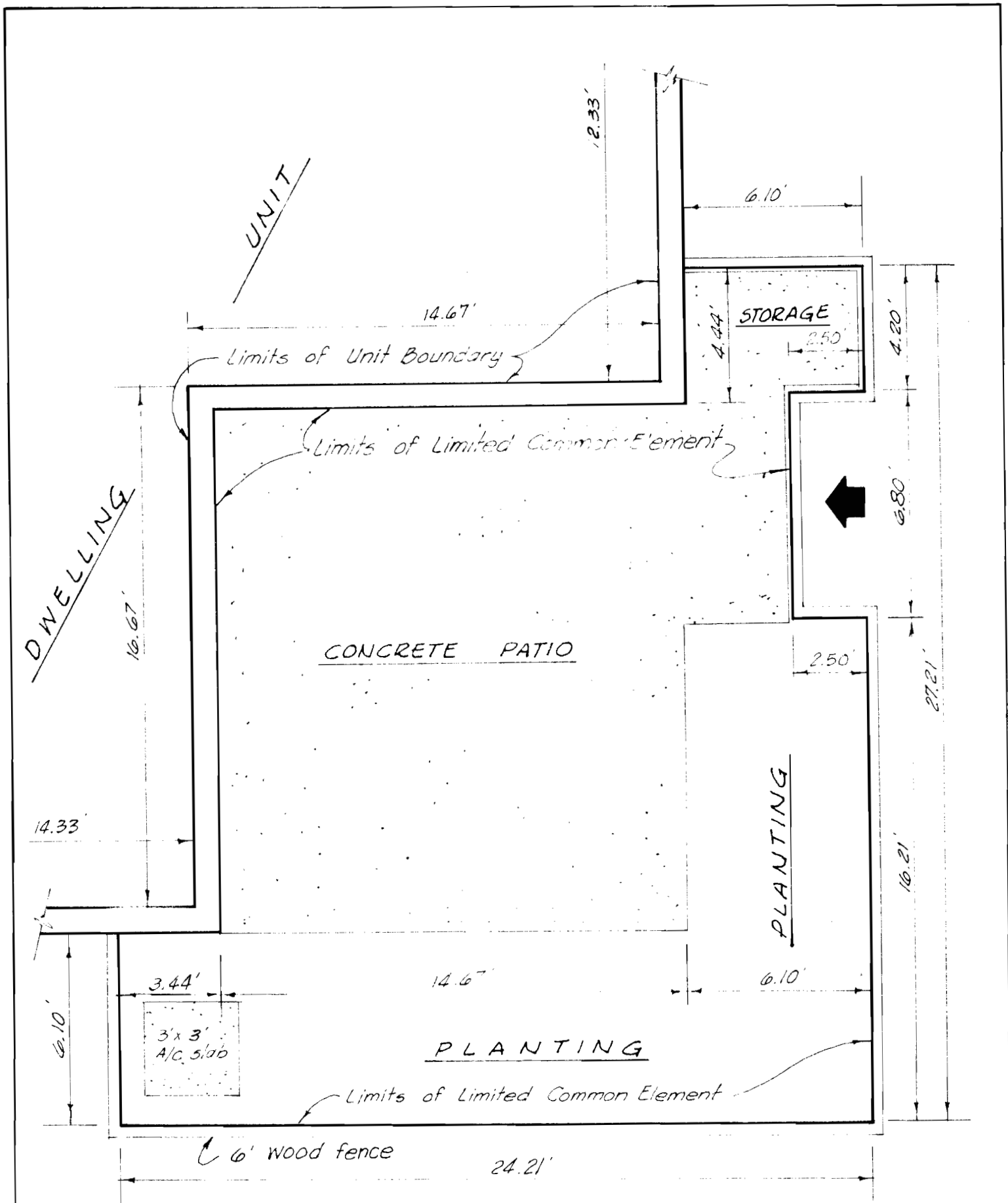
DATE: 16 JAN 1984

2483

EXHIBIT N

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SHEET 5 OF 7



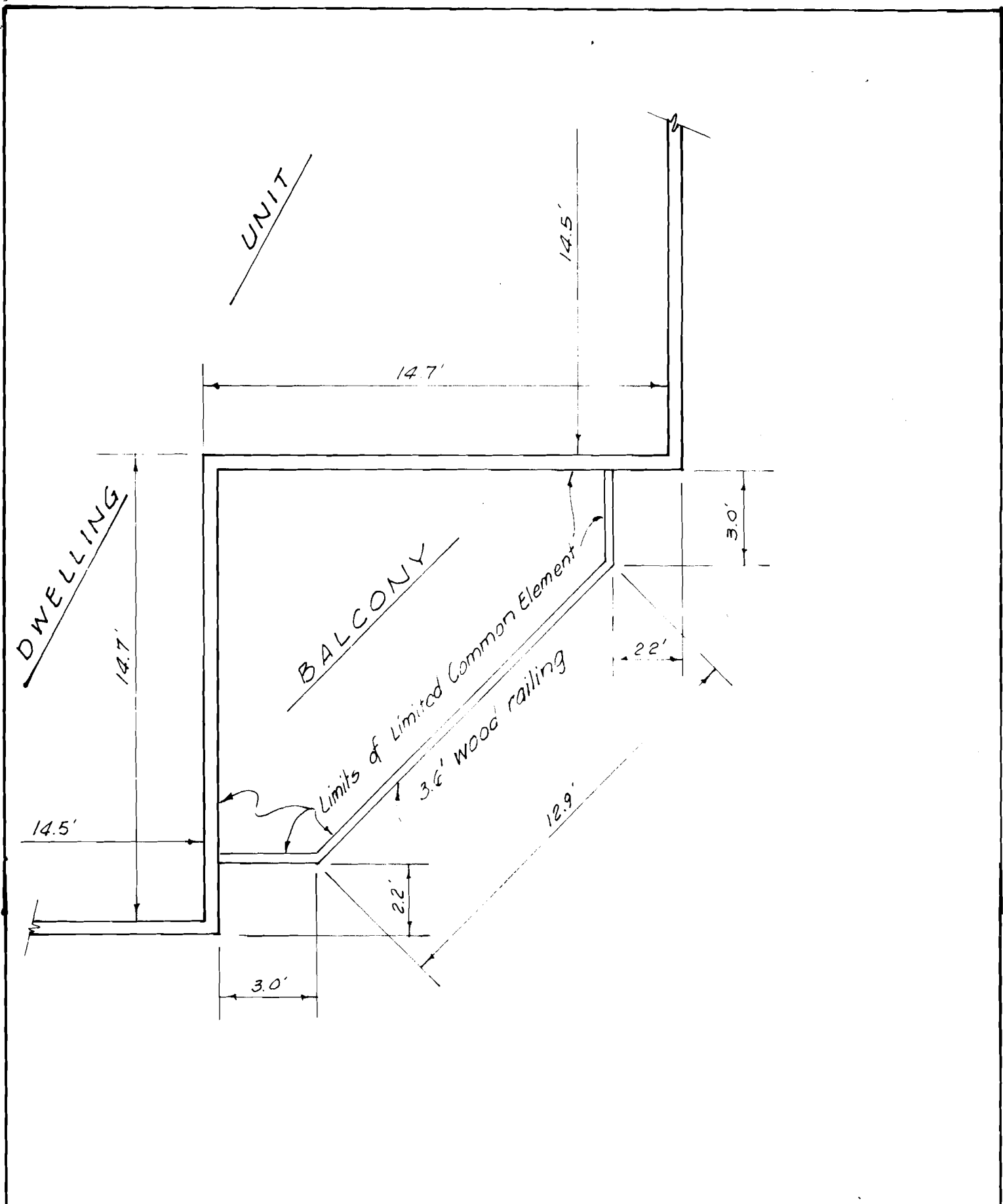
TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 901 THRU 904

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY,"
ON SHEET 4
SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE
SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE NINE

BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 901 THRU 904
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY,"
ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE
SHEET 6 OF 7 FOR PATIO LOCATION.

**PHASE NINE
BANANA BAY, A CONDOMINIUM**

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

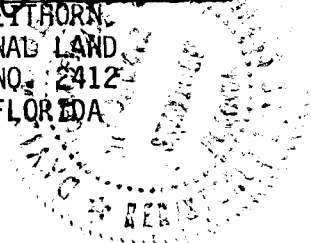
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "M" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

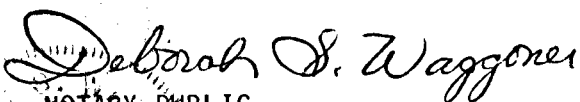
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 16 DAY OF JAN, A.D., 1984

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA



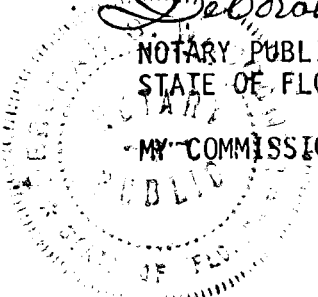
SWORN TO AND SUBSCRIBED BEFORE ME
THIS 16 DAY OF JAN, A.D., 1984



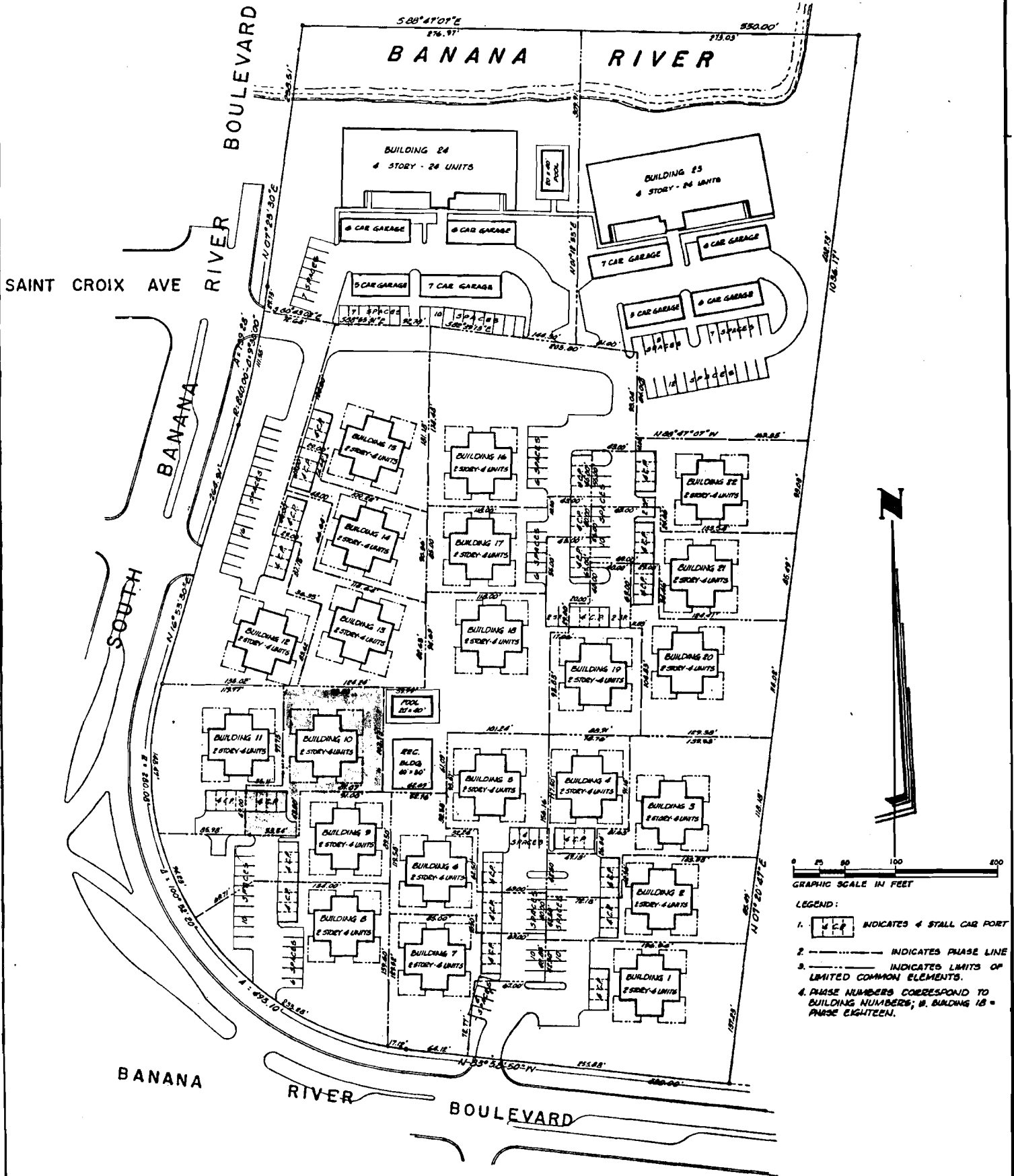
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Apr. 11, 1986

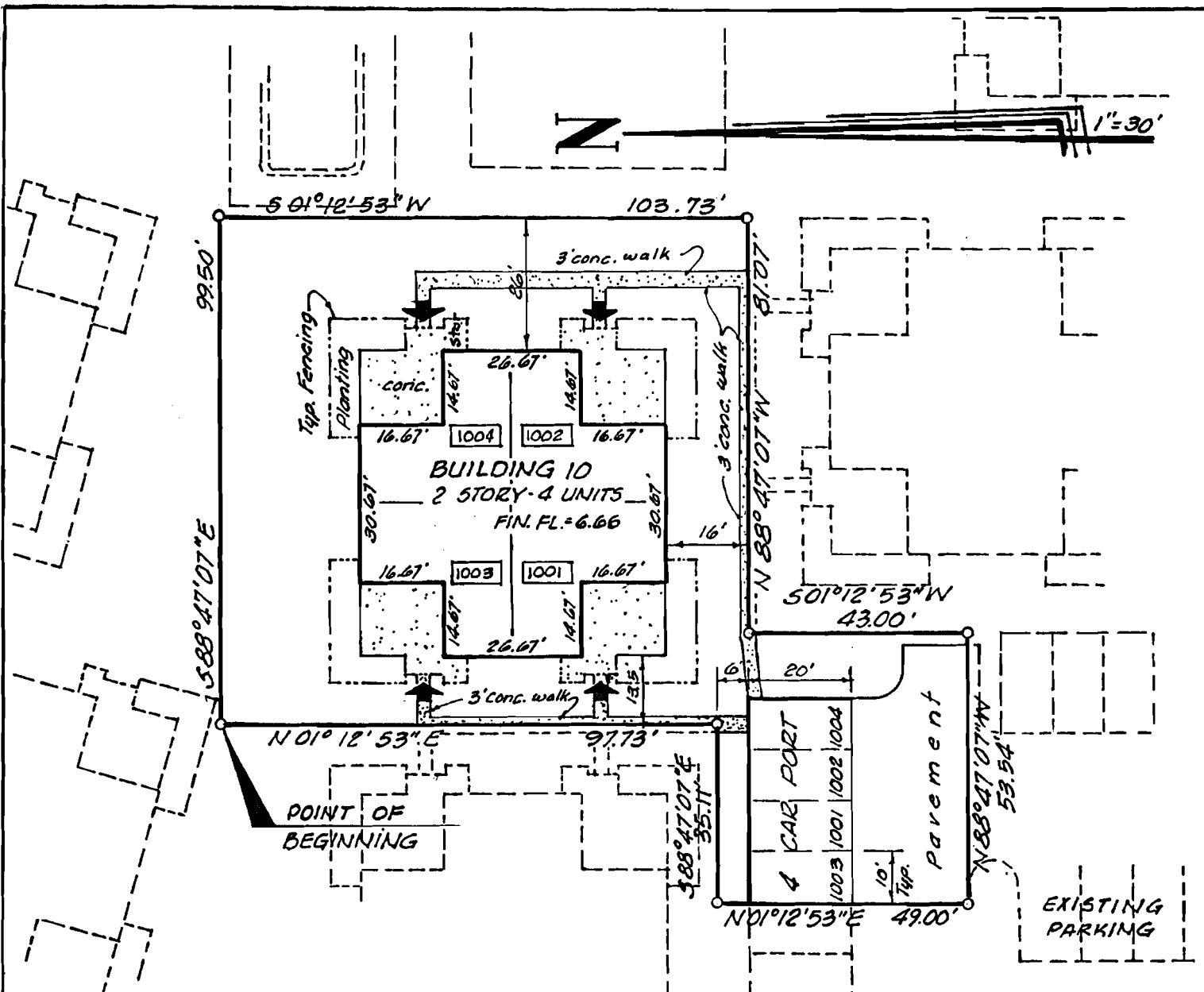
MY COMMISSION EXPIRES _____



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE TEN
BANANA BAY, A CONDOMINIUM**



NOTE :

1. The carports are "LIMITED COMMON ELEMENTS" corresponding to the Unit numbers as shown.
2. 1001 denotes Unit number.

LEGAL DESCRIPTION: PHASE TEN

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 100°52'20" FOR A DISTANCE OF 493.10 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 119.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°47'07"E FOR A DISTANCE OF 99.50 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 103.73 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 81.07 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 43.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 53.54 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 49.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 35.11 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 97.73 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.295 ACRES MORE OR LESS.

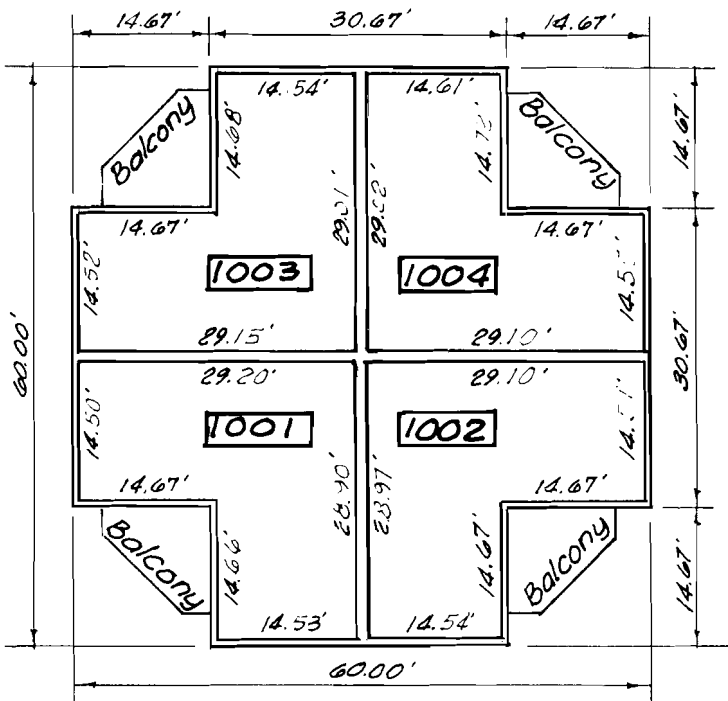
PHASE TEN

BANANA BAY, A CONDOMINIUM

DATE: 16 JAN 1984

OFF. REC. EXHIBIT

PAGE 08 SHEET 3 OF 7

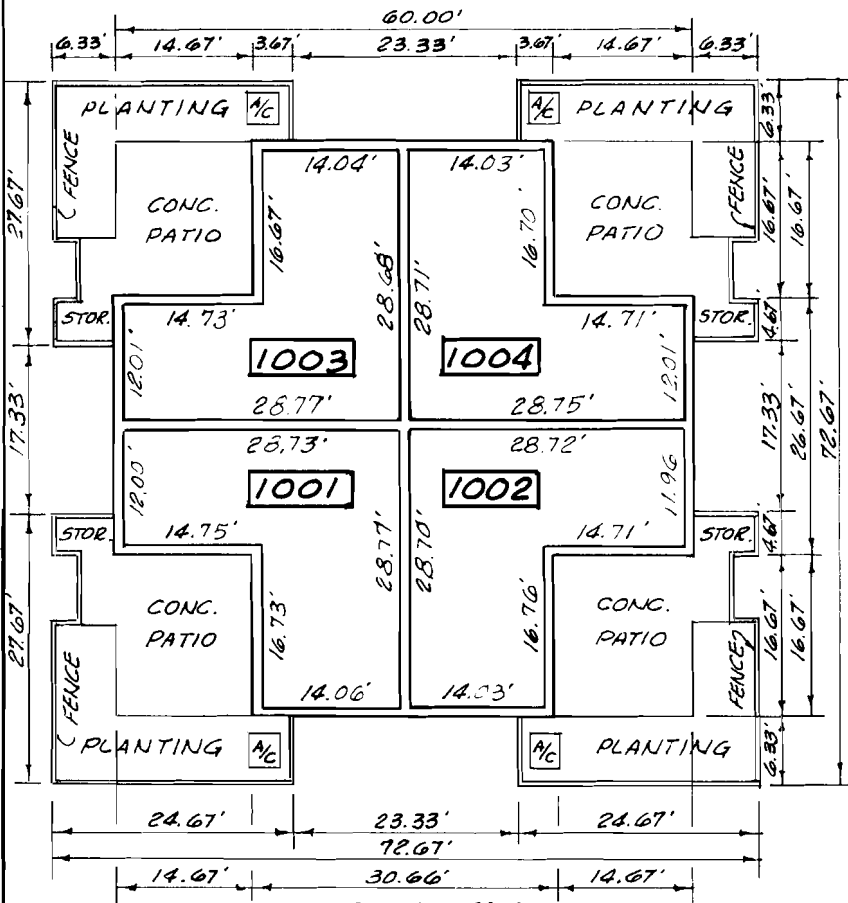


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls.
3. The 2nd floor finished floor elevation is 15.61 feet.
4. The 2nd floor finished ceiling elevation is 23.66 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



**FIRST FLOOR
BUILDING 10**

FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.66 feet.
3. The 1st floor finished ceiling elevation is 14.60 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units. See sheet 6 of 7 for limits of Limited Common Elements.

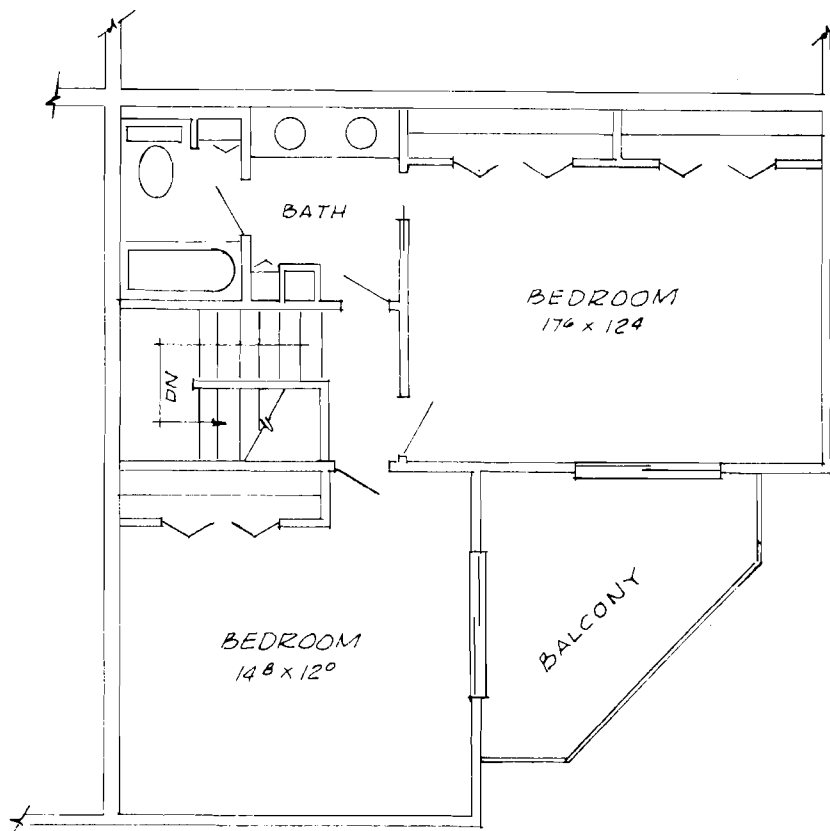
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [100] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS

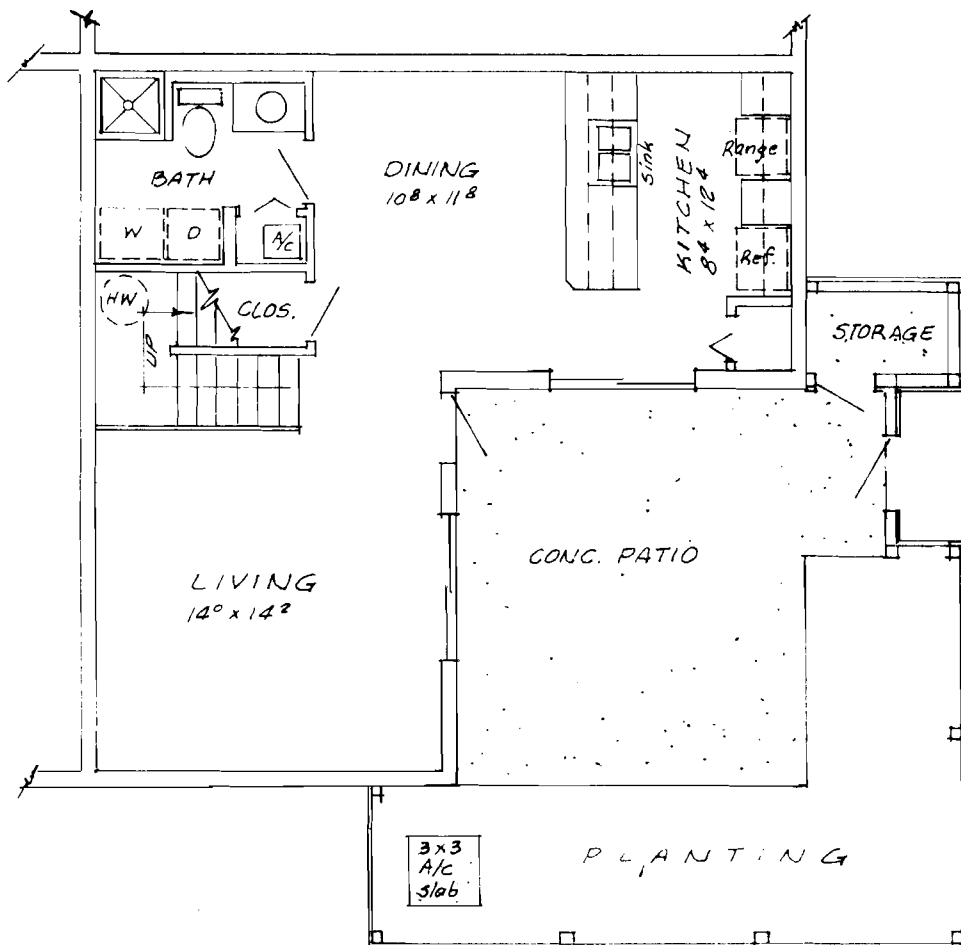
SCALE = 1" = 20'

PHASE TEN

BANANA BAY, A CONDOMINIUM



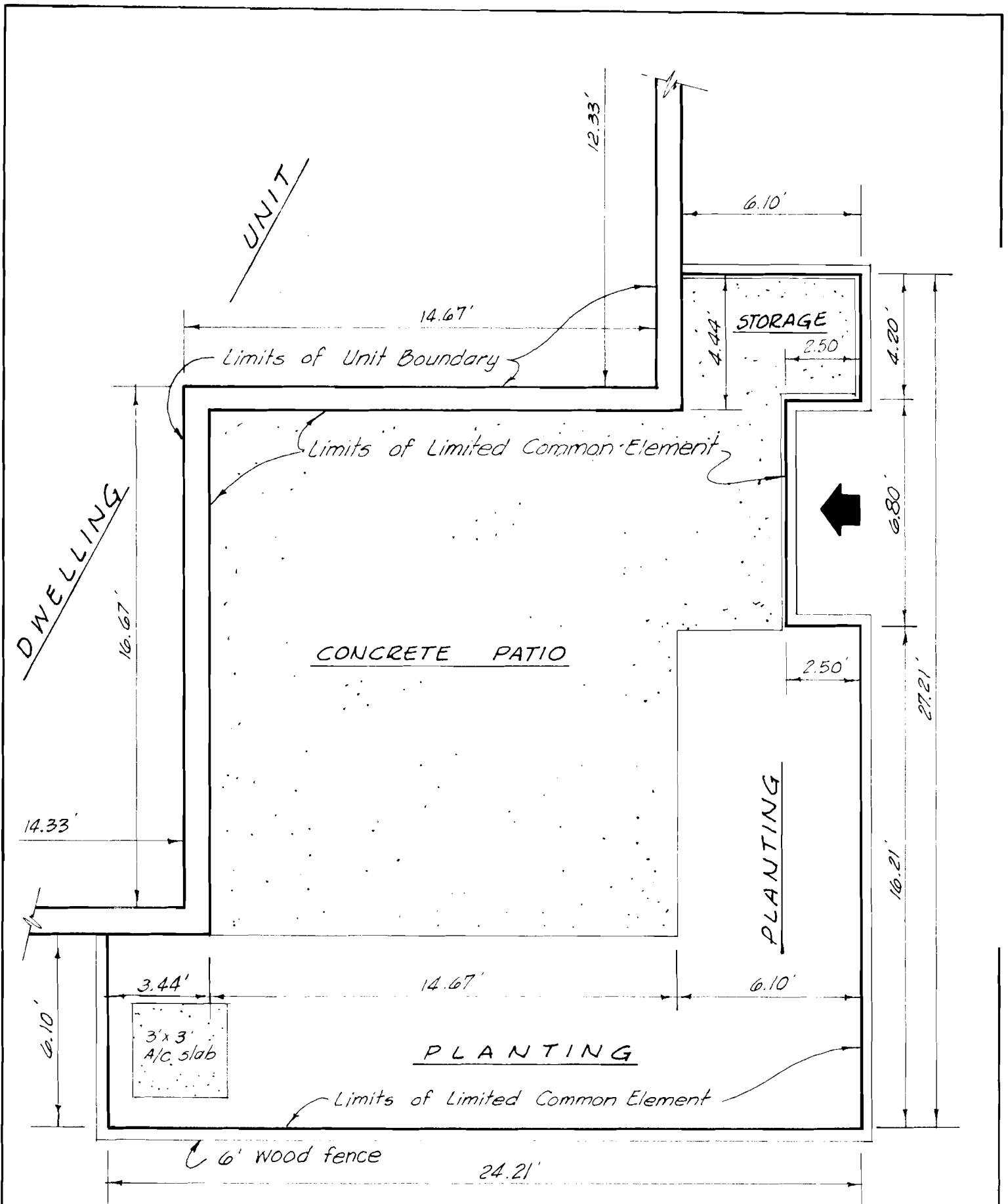
SECOND FLOOR ARCHITECTURAL PLAN-TYPICAL



FIRST FLOOR ARCHITECTURAL PLAN-TYPICAL
BUILDING 10

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT M AND WERE DERIVED FROM THE ARCHITECT'S PLANS.

PHASE TEN
BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 1001 THRU 1004

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4

SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE TEN

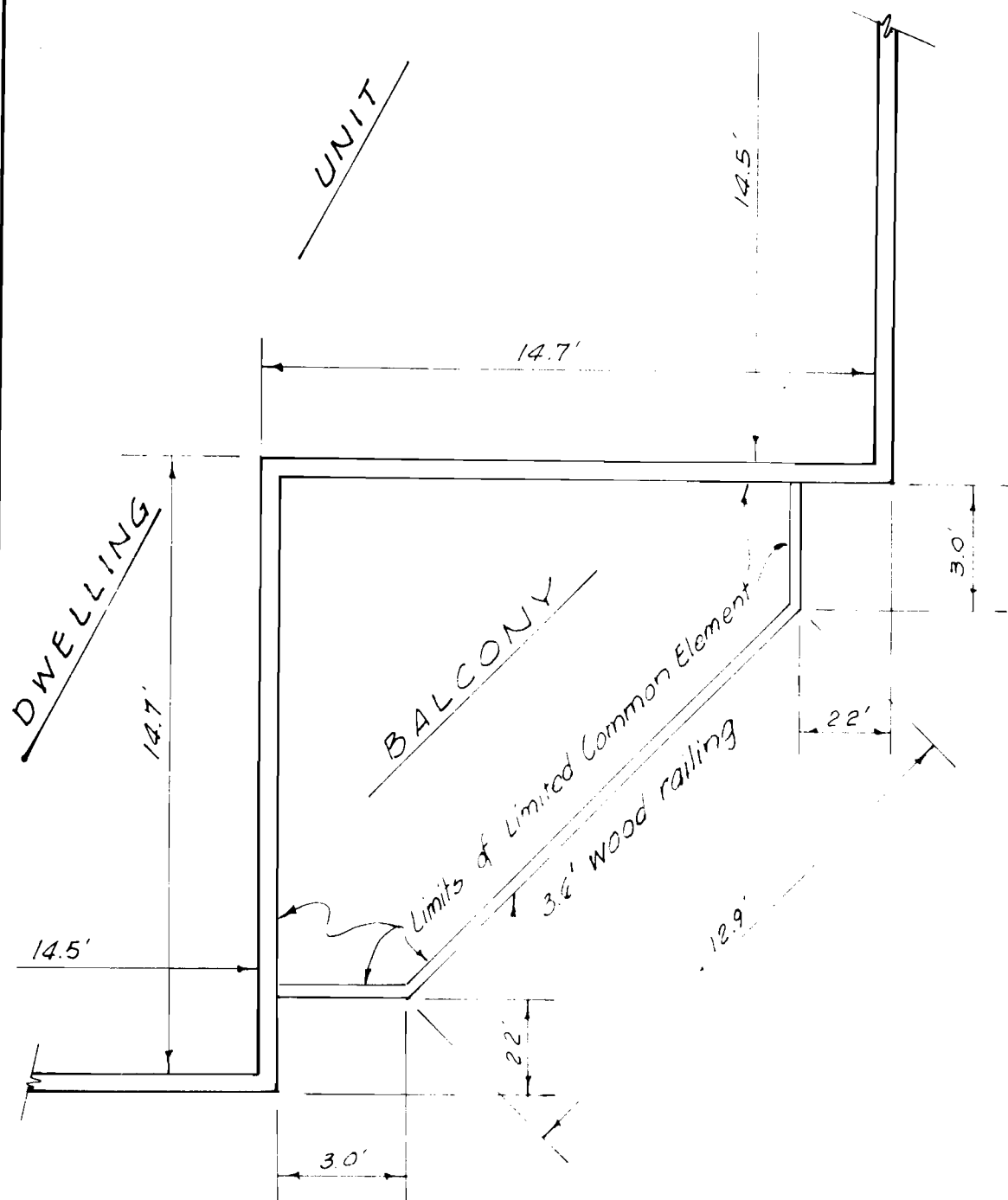
BANANA BAY, A CONDOMINIUM

DATE: 16 JAN 1984

2483 EXHIBIT 9

PAGE 0892

SHEET 6 OF 7



TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 1001 THRU 1004

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY,"
 ON SHEET 4 OF 7
 SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE
 SHEET 6 OF 7 FOR PATIO LOCATION.

PHASE TEN
BANANA BAY, A CONDOMINIUM

OFF. REC.

PAGE

2483

0893

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
COUNTY OF BREVARD) SS

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

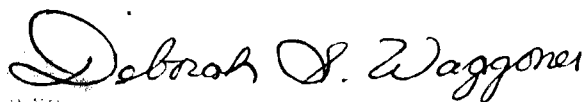
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "N" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 16 DAY OF JAN, A.D., 1984

STOTTLER STAGG & ASSOCIATES

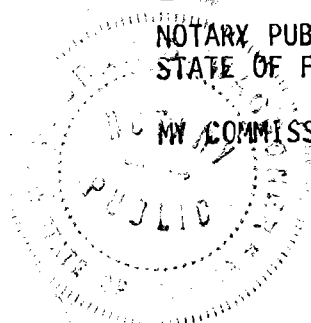
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA


SWORN TO AND SUBSCRIBED BEFORE ME
THIS 16 DAY OF JAN, A.D., 1984

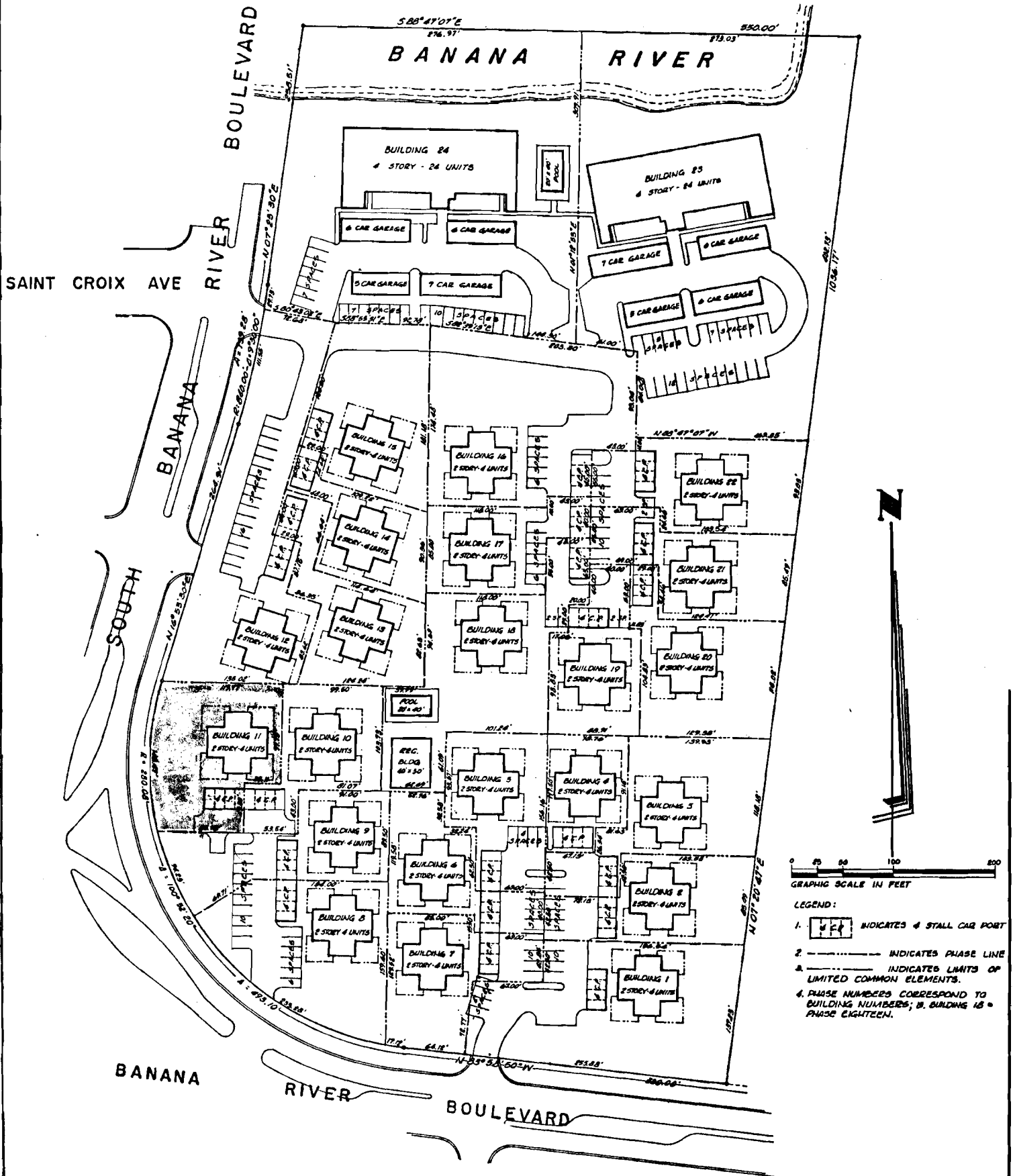


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

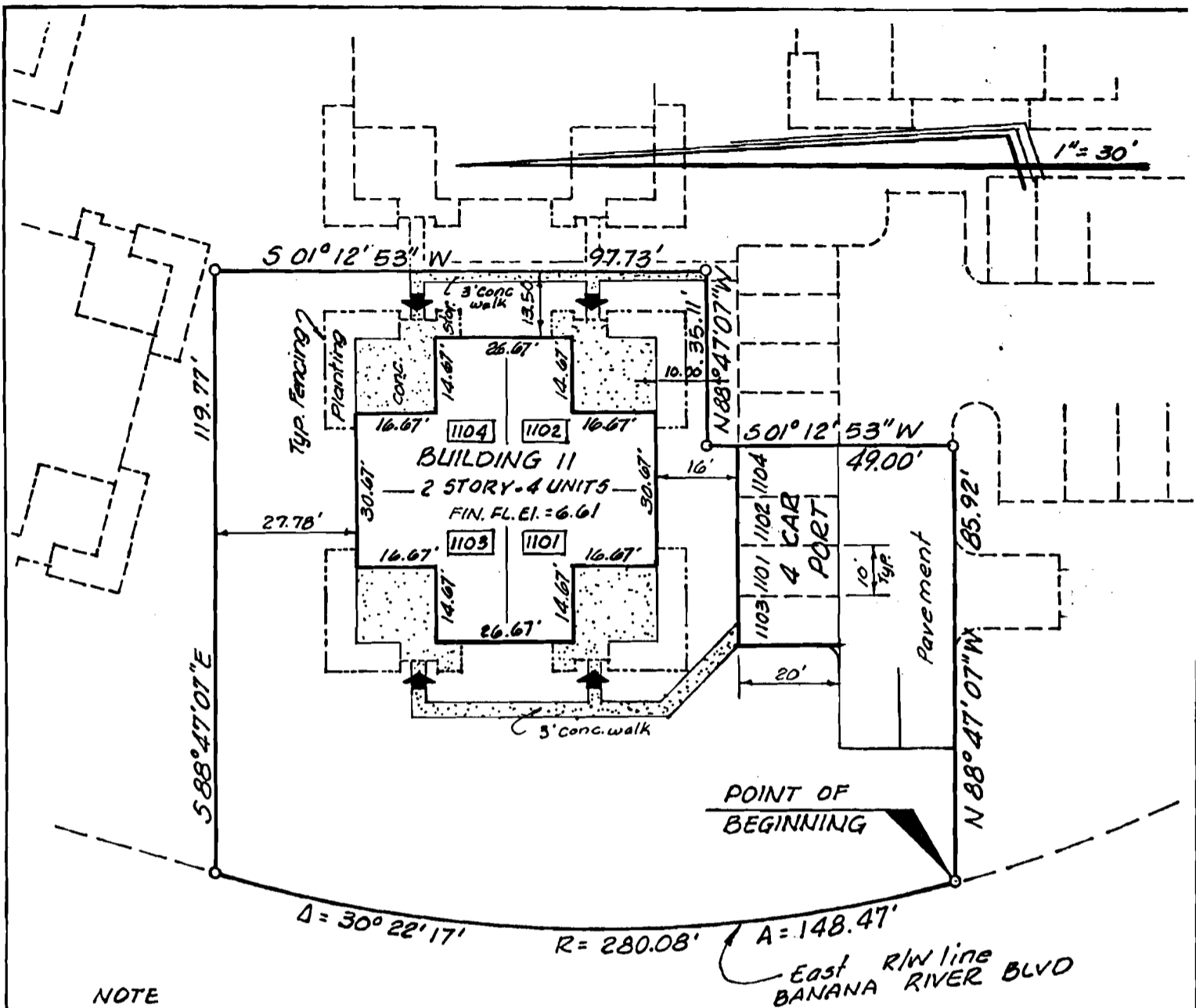
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: My commission expires Apr. 11, 1986



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE ELEVEN
BANANA BAY, A CONDOMINIUM**



NOTE

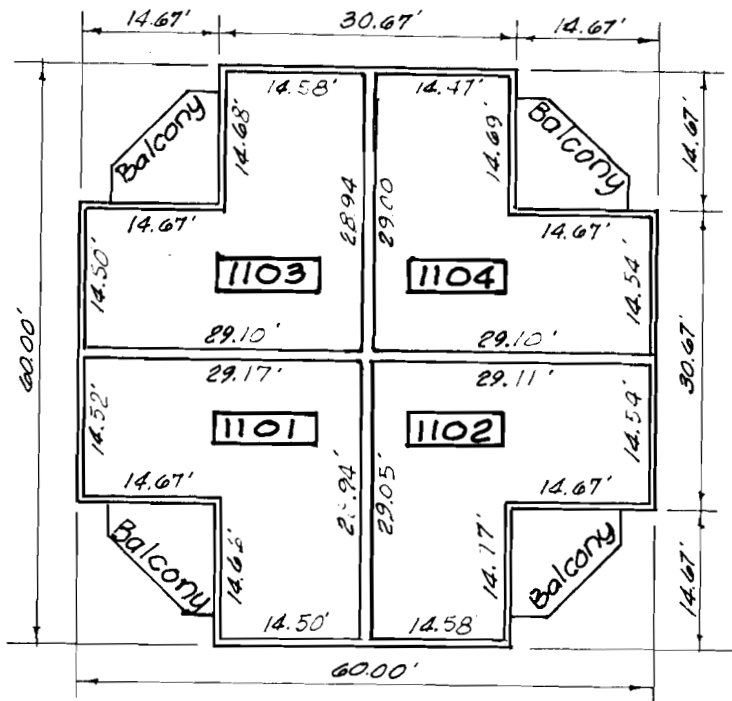
1. The carports are Limited Common Elements corresponding to the Unit numbers as shown
2. 1101 Denotes Unit number.

LEGAL DESCRIPTION: PHASE ELEVEN

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION,, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT OF SAID LINE, HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 70°30'03" FOR A DISTANCE OF 344.63 FEET TO THE POINT OF BEGINNING, SAID POINT BEARS S76°31'13"W FROM THE CENTER OF SAID CURVE; THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30°22'17" FOR A DISTANCE OF 148.47 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 119.77 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 97.73 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 35.11 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 49.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 85.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.388 ACRES MORE OR LESS.

PHASE ELEVEN

BANANA BAY, A CONDOMINIUM

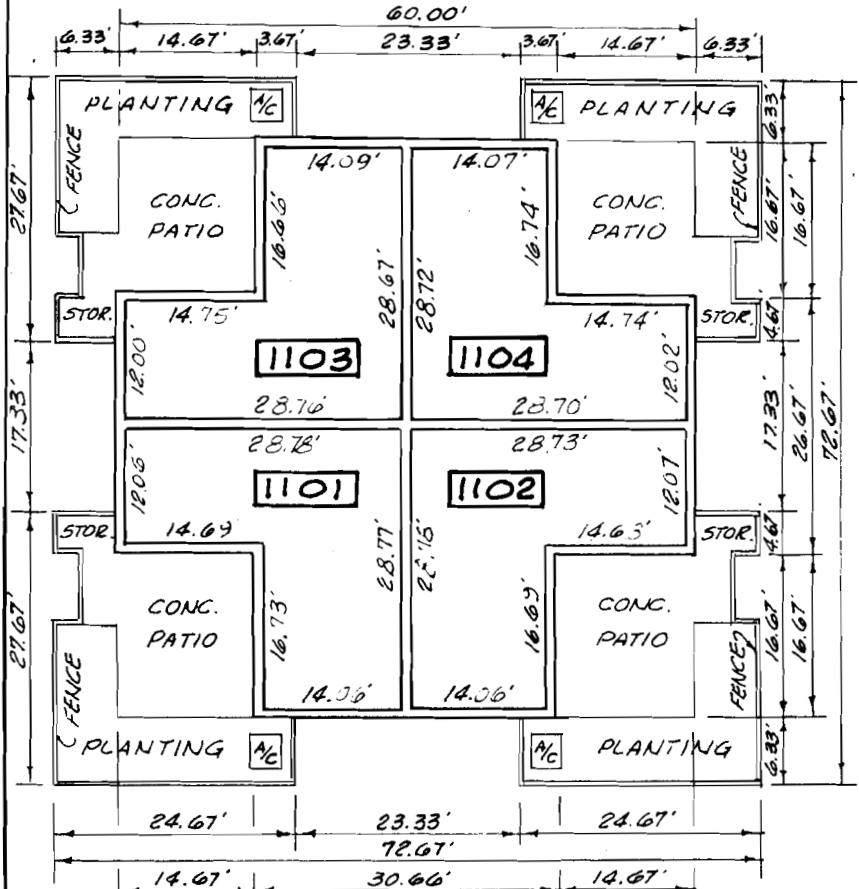


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. Interior common walls are 8" walls.
2. All exterior walls are 4" walls.
3. The 2nd floor finished floor elevation is 15.54 feet.
4. The 2nd floor finished ceiling elevation is 23.63 feet.
5. The balconies adjacent to the units are common elements limited to the use of those units, see sheet 7 of 7 for limits of the Limited Common Elements.



FIRST FLOOR BUILDING 11

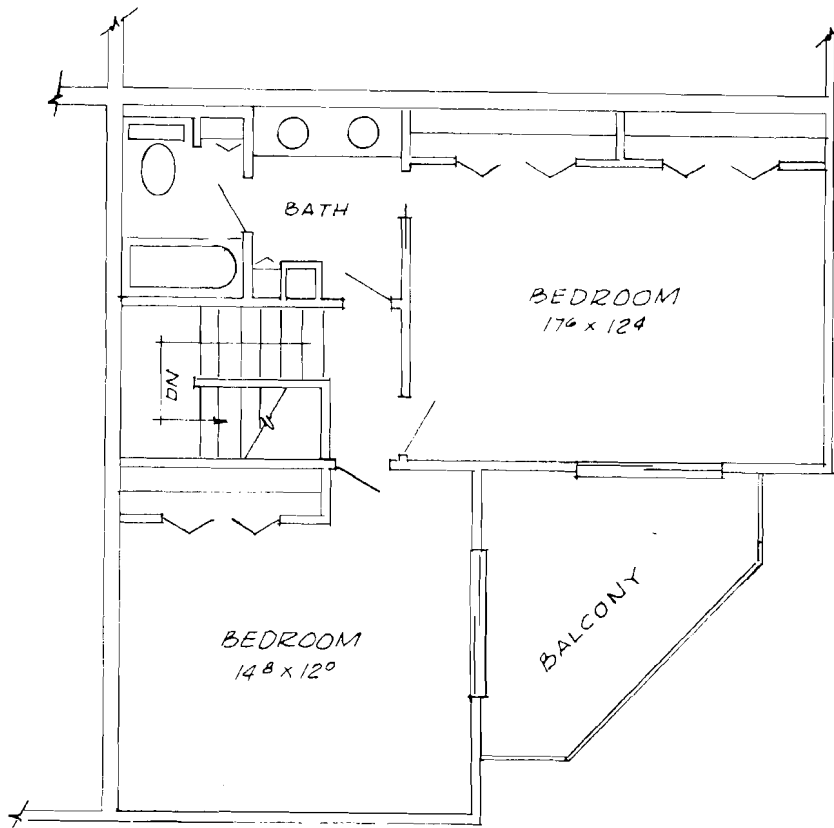
FIRST FLOOR ONLY

1. All walls are 8" walls.
2. The 1st floor finished floor elevation is 6.61 feet.
3. The 1st floor finished ceiling elevation is 14.54 feet.
4. The fenced patio areas and storage areas adjacent to the units shown are common elements limited to the use of those units. See sheet 6 of 7 for limits of Limited Common Elements.

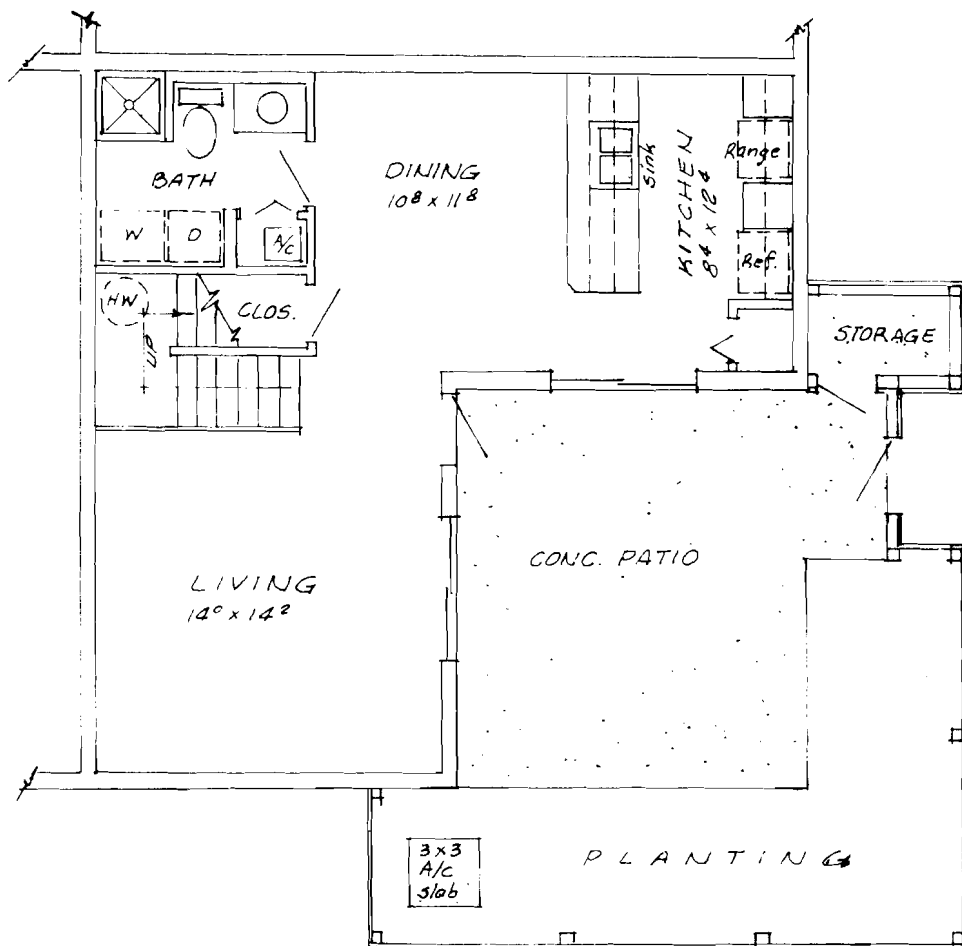
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. 1101 INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.

SCALE = 1" = 20'



SECOND FLOOR ARCHITECTURAL PLAN-TYPICAL

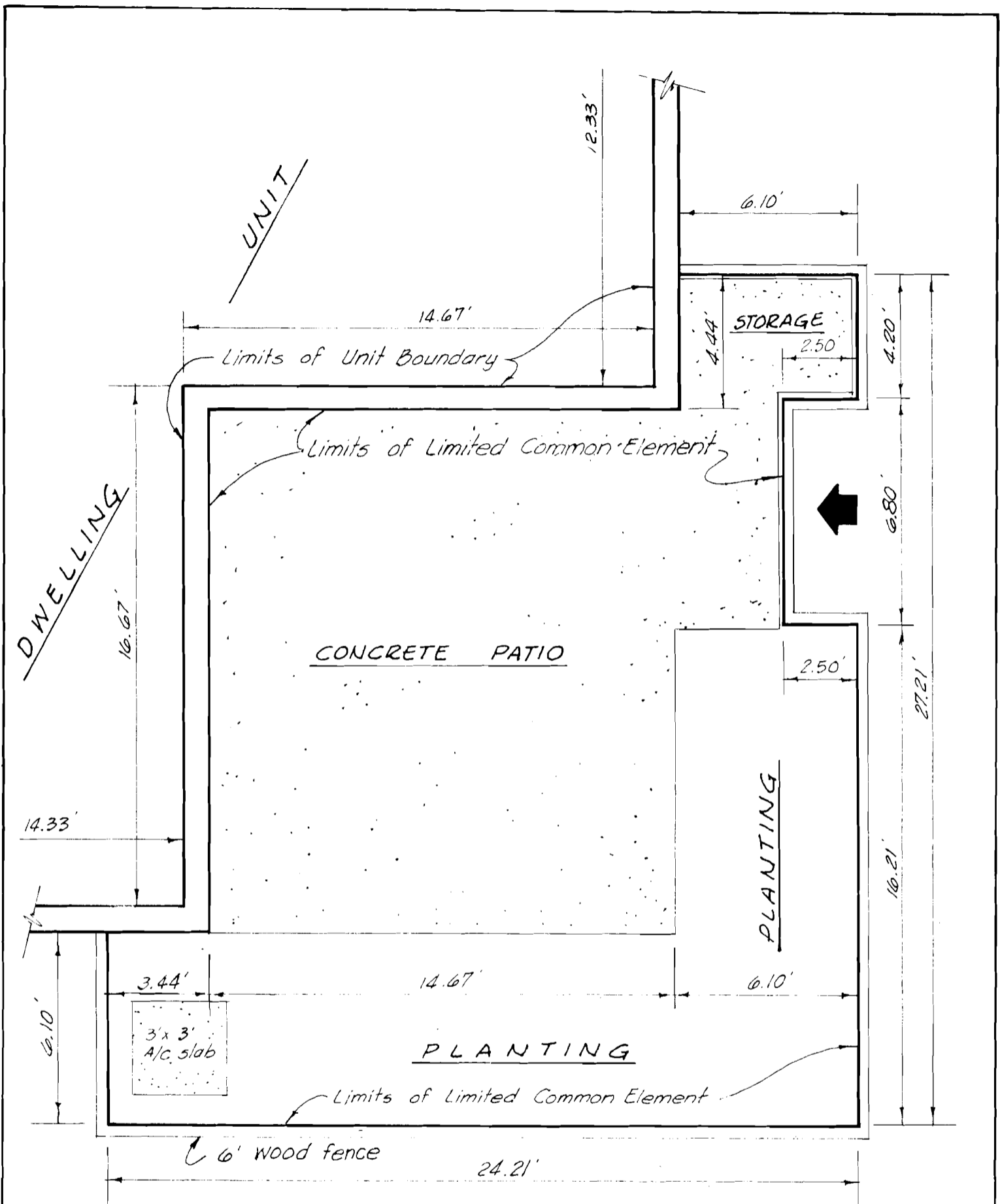


FIRST FLOOR ARCHITECTURAL PLAN-TYPICAL
BUILDING 11

SURVEYOR'S NOTE: THESE PLANS REFER TO SURVEYOR'S NOTE 5 ON SHEET 4 OF 7 IN EXHIBIT N AND WERE DERIVED FROM THE ARCHITECT'S PLANS.

PHASE ELEVEN

BANANA BAY, A CONDOMINIUM



TYPICAL PLAN OF LIMITED
COMMON ELEMENTS
FOR UNITS 1101 THRU 1104

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE : THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY," ON SHEET 4

SEE SHEET 3 OF 7 FOR CARPORT LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE ELEVEN

BANANA BAY, A CONDOMINIUM

DATE: 16 JAN 1984

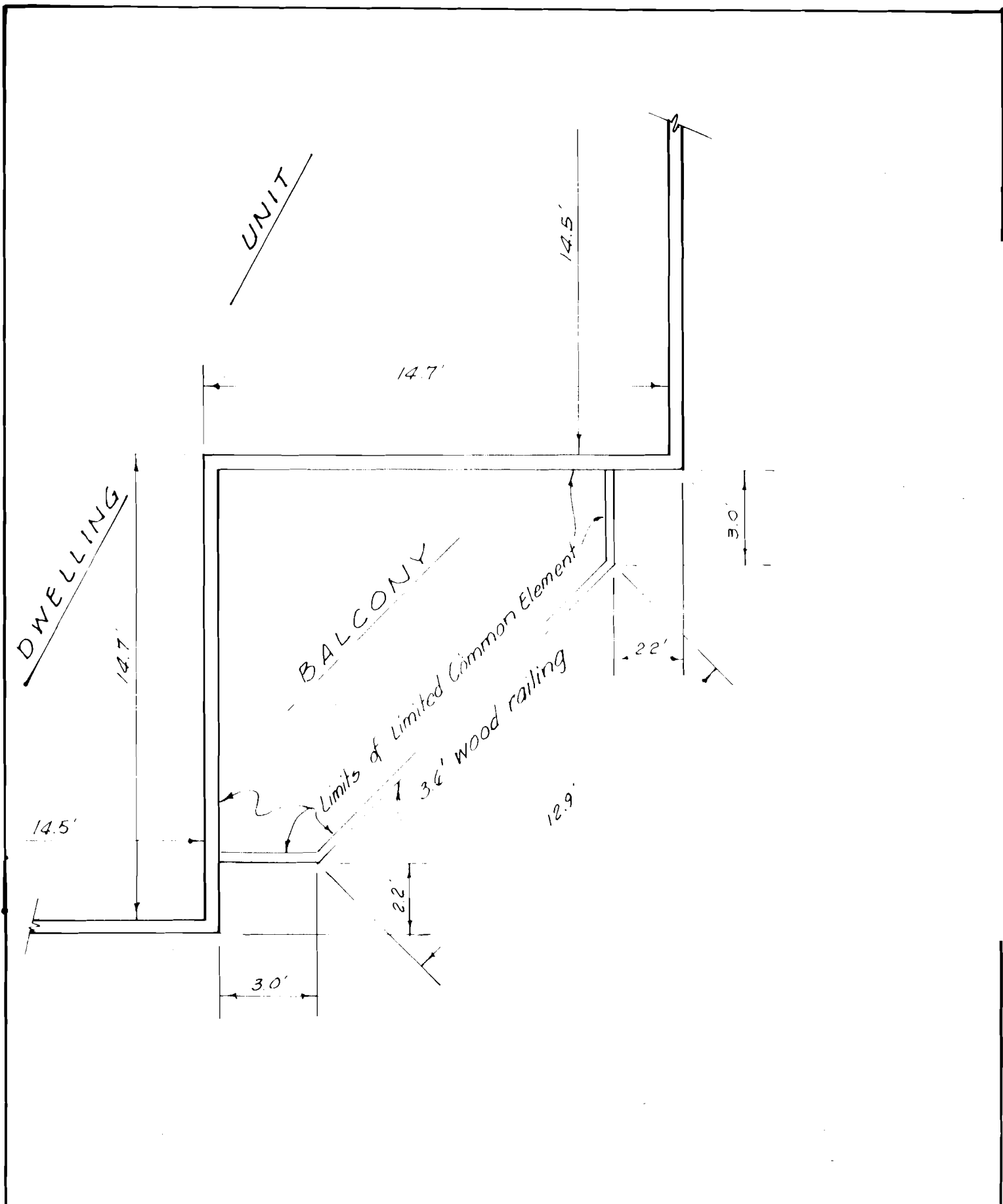
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2483

EXHIBIT P

PAGE

0899

SHEET 6 OF 7



TYPICAL PLAN OF LIMITED
COMMON ELEMENT
FOR UNITS 1101 THRU 1104

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE: THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY,"
ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR SPACE LOCATIONS, AND SEE
SHEET 6 OF 7 FOR PATIO LOCATION.

PHASE ELEVEN
BANANA BAY, A CONDOMINIUM

DATE: 16 JAN 1984

OFF. REG.
2483

EXHIBIT P 0900

SHEET 7 OF 7

PO Box 7
Cocoa Beach, Fla. 32931

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORP., pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 and as amended in Official Records Book 2455, Page 1754, and as amended in Official Records Book 2483, Page 871, and as amended in Official Records Book 2445, Page 778 of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO ON SHEET 3 OF 7

together with improvements thereon, containing seven (7) two-story apartment building, having a total of twenty-eight (28) apartments and other appurtenant improvements more specifically described on Exhibits "S", "T", "U", "V", "W", "X" and "Y" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112 and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 and as amended in Official Records Book 2455, Page 1754 and as amended in Official Records Book 2483, Page 871 of the Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article II of the Declaration of Condominium by deleting the first and second paragraphs and substituting therefor the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of nine (9) pages, Exhibit "E", consisting of six (6) pages, Exhibit "F", consisting of six (6) pages, Exhibit "G", consisting of seven (7) pages, Exhibit "H", consisting of seven (7) pages, Exhibit "I", consisting of seven (7) pages, Exhibit "J", consisting of seven (7) pages, Exhibit "K", consisting of six (6) pages, Exhibit "L", consisting of six (6) pages, Exhibit "M", consisting of seven (7) pages, Exhibit "N", consisting of seven (7) pages, Exhibit "O", consisting of seven (7) pages, Exhibit "P", consisting of seven (7) pages, Exhibit "S", consisting of seven (7) pages, Exhibit "T", consisting of seven (7) pages, Exhibit "U", consisting of seven (7) pages, Exhibit "V", consisting of seven (7) pages, Exhibit "W", consisting of seven (7) pages, Exhibit "X", consisting of seven (7) pages, and Exhibit "Y", consisting of seven (7) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.
By: David A Deithorn
Professional Land Surveyor
No. 2412, State of Florida

REC FEE	\$ 20900	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR CLASS
INT TAX	\$	"C" INTANGIBLE & DOC
SER CHG	\$	STAMP TAXES SIGNED
REFUND	\$	

Clerk Circuit Court Brevard Co Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment

#?

954366

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46

bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibit "A", Sheet 4 of Exhibit "E", Sheet 4 of Exhibit "F", Sheet 4 of Exhibit "G", Sheet 4 of Exhibit "H", Sheet 4 of Exhibit "I", Sheet 4 of Exhibit "J", Sheet 4 of Exhibit "K", Sheet 4 of Exhibit "L", Sheet 4 of Exhibit "M", Sheet 4 of Exhibit "N", Sheet 4 of Exhibit "O", Sheet 4 of Exhibit "P", Sheet 4 of Exhibit "S", Sheet 4 of Exhibit "T", Sheet 4 of Exhibit "U", Sheet 4 of Exhibit "V", Sheet 4 of Exhibit "W", Sheet 4 of Exhibit "X", and Sheet 4 of Exhibit "Y", attached to this Declaration of Condominium.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article III of the Declaration of Condominium by deleting the one-ninety-second (1/92) and substituting one-one hundred twenty (1/120) therefor throughout Article III.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article IV of the Declaration of Condominium by deleting the first sentence in the paragraph and substituting therefor:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", Sheet 4, Exhibit "E", Sheet 4, Exhibit "F", Sheet 4, Exhibit "G", Sheet 4, Exhibit "H", Sheet 4, Exhibit "I", Sheet 4, Exhibit "J", Sheet 4, Exhibit "K", Sheet 4, Exhibit "L", Sheet 4, Sheet 4, Exhibit "M", Sheet 4, Exhibit "N", Sheet 4, Exhibit "O", Sheet 4, Exhibit "P", Sheet 4, Exhibit "S", Sheet 4, Exhibit "T", Sheet 4, Exhibit "U", Sheet 4, Exhibit "V", Sheet 4, Exhibit "W", Sheet 4, Exhibit "X", and Sheet 4, Exhibit "Y", attached hereto,"

and by deleting the last sentence in the second paragraph and substituting therefor:

"In addition, there are seventy-two (72) carports and seventy-two (72) parking spaces, the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "M", Exhibit "N", Exhibit "O", Exhibit "P", Exhibit "S", Exhibit "T", Exhibit "U", Exhibit "V", Exhibit "W", Exhibit "X" and Exhibit "Y", attached hereto, and twenty-four (24) garages and twenty-four (24) parking spaces the boundaries of which are more specifically shown in Exhibit "K", and twenty-four (24) garages and twenty-four (24) parking spaces the boundaries of which are more specifically shown in Exhibit "L", which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports, garages and parking spaces are hereby made limited common elements,"

and by deleting the third paragraph and substituting therefor:

"The balconies and the fenced area adjacent to the units as shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "K", Exhibit "L", Exhibit "M", Exhibit "N", Exhibit "O", Exhibit "P", Exhibit "S", Exhibit "T", Exhibit "U", Exhibit "V", Exhibit "W", Exhibit "X" and Exhibit "Y", are limited common elements and the expenses of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner."

WONDER VIEW DEVELOPMENT CORP., a Florida corporation amends Article VI of the Declaration of Condominium by deleting ninety-two (92) from paragraph two and substituting one hundred twenty (120) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article VII of the Declaration of Condominium by deleting one-ninety-second (1/92) from paragraph one and substituting one-one hundred twenty (1/120) therefor.

WONDER VIEW DEVELOPMENT CORP., a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting one-ninety-second (1/92) from paragraph four and substituting one-one hundred twenty (1/120) therefor.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 23rd day of July, A.D. 1984.

Signed, sealed and delivered
in the presence of:

WONDER VIEW DEVELOPMENT CORP.

Mullwalks

By: William M. Young (SEAL)
William M. Young, President

Betty Mackenzie

STATE OF FLORIDA:
COUNTY OF BREVARD:

I HEREBY CERTIFY, that on the 23rd day of July A.D. 1984, before me personally appeared WILLIAM M. YOUNG, President, of WONDER VIEW DEVELOPMENT CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 23rd day of July A.D. 1984.

My Commission expires:



Mullwalks
Notary Public, State of Florida

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
COUNTY OF BREVARD) SS

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

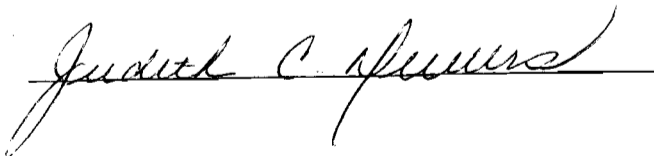
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "S" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 15th DAY OF OCT, A.D., 1987

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 15th DAY OF OCT, A.D., 1987

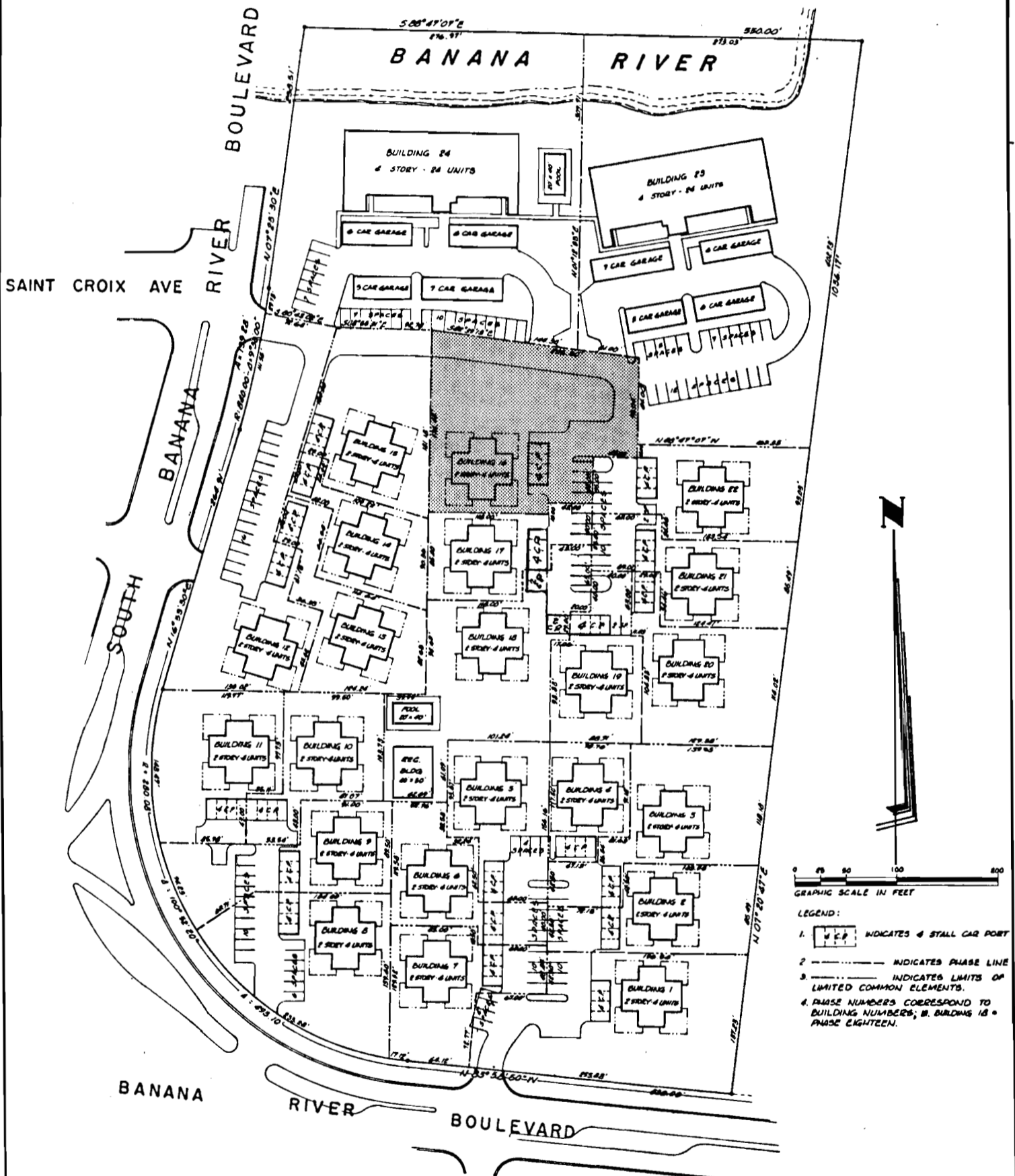


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES September 21, 1985



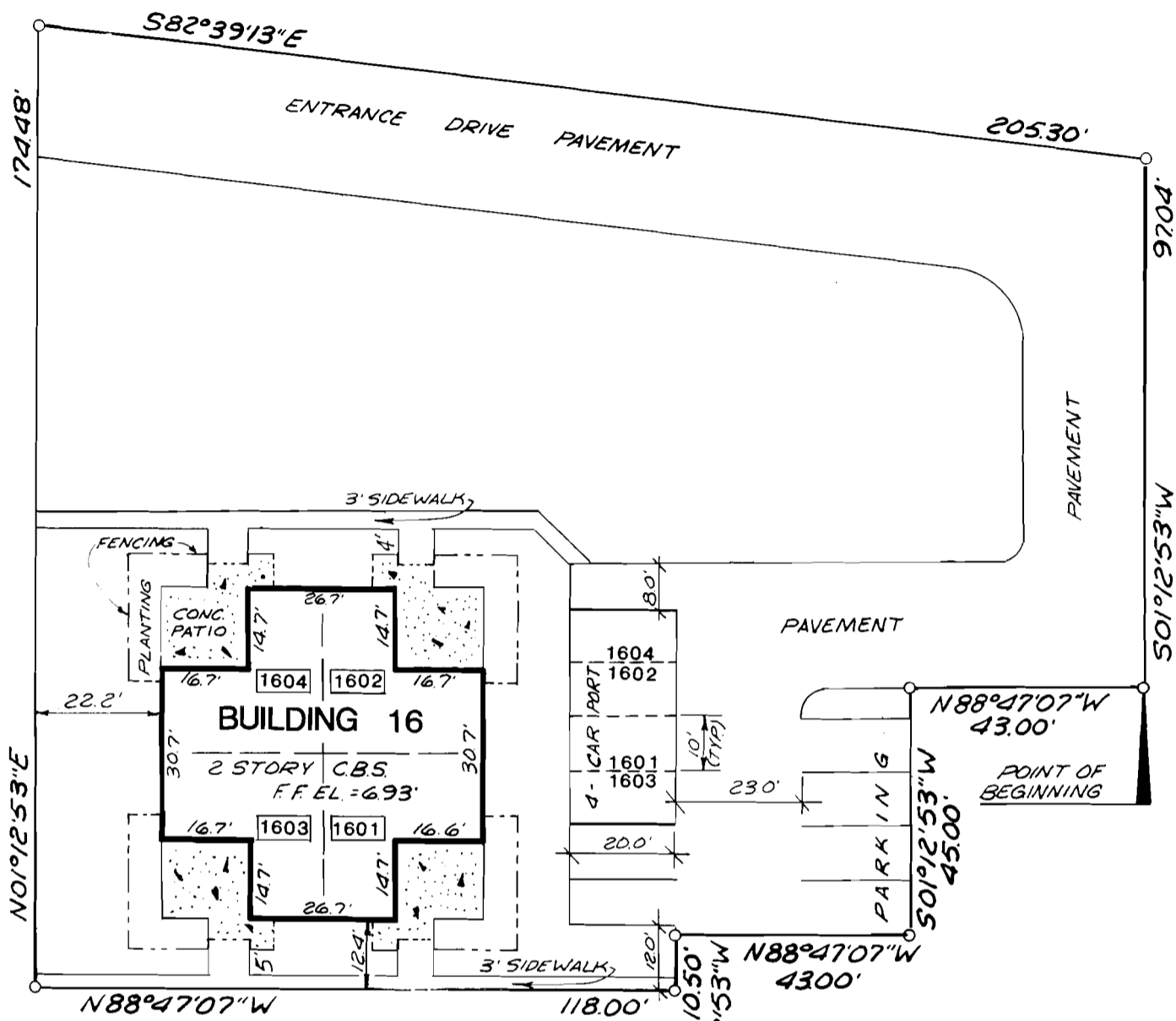
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE SIXTEEN
BANANA BAY, A CONDOMINIUM**

2550

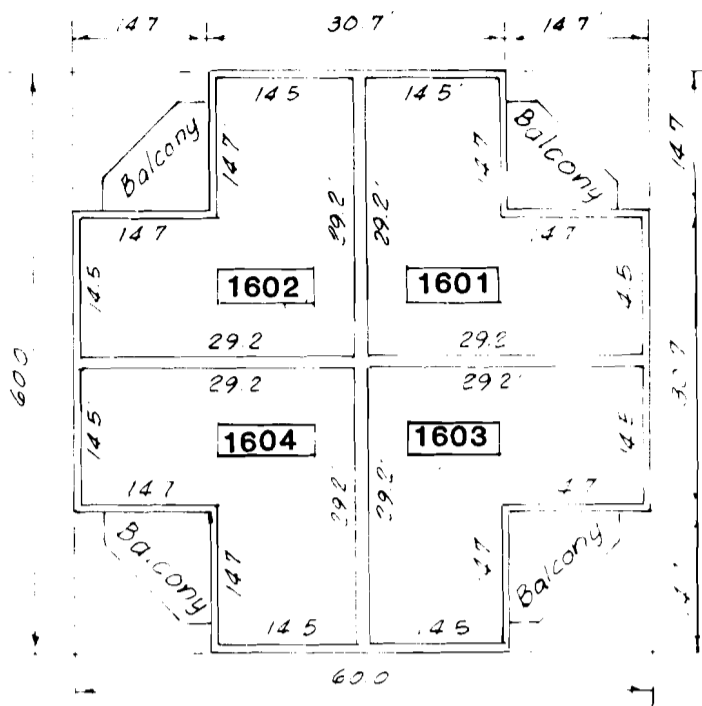
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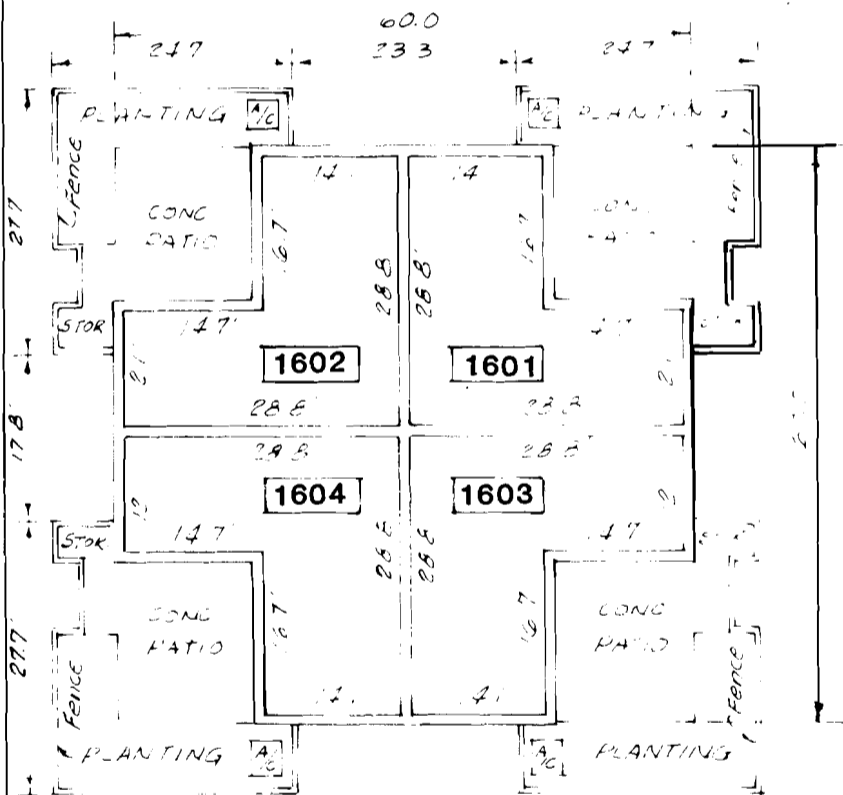
NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [1601] denotes Unit number
3. Elevations are based on NGVDatum of 1929

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH-EAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 620.33 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 167.95 FEET TO POINT OF BEGINNING; THENCE CONTINUE N88°47'07"W FOR A DISTANCE OF 43.00 FEET; THENCE S 01°12'53"W FOR A DISTANCE OF 45.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 43.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 10.50 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 118.00 FEET; THENCE N 01°12'53"E FOR A DISTANCE OF 174.43 FEET; THENCE S82°39'13"E FOR A DISTANCE OF 205.30 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 97.04 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.701 ACRES MORE OR LESS.



SECOND FLOOR



FIRST FLOOR

Scale: 1"=20'

**BUILDING 16
FLOOR PLAN**

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. **1601** INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

NOTES:

SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.95 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.95 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.95 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.95 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.

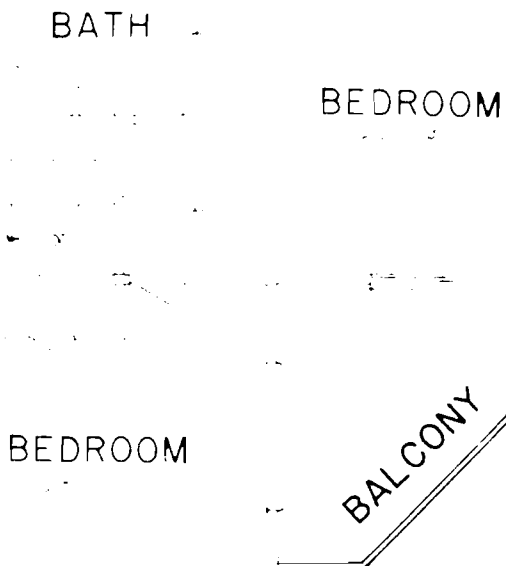
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BANANA BAY, A CONDOMINIUM

DATE: OCTOBER 10, 1984

EXHIBIT S

SHEET 4 OF 7



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 16**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

OFF. REC. PHASE SIXTEEN

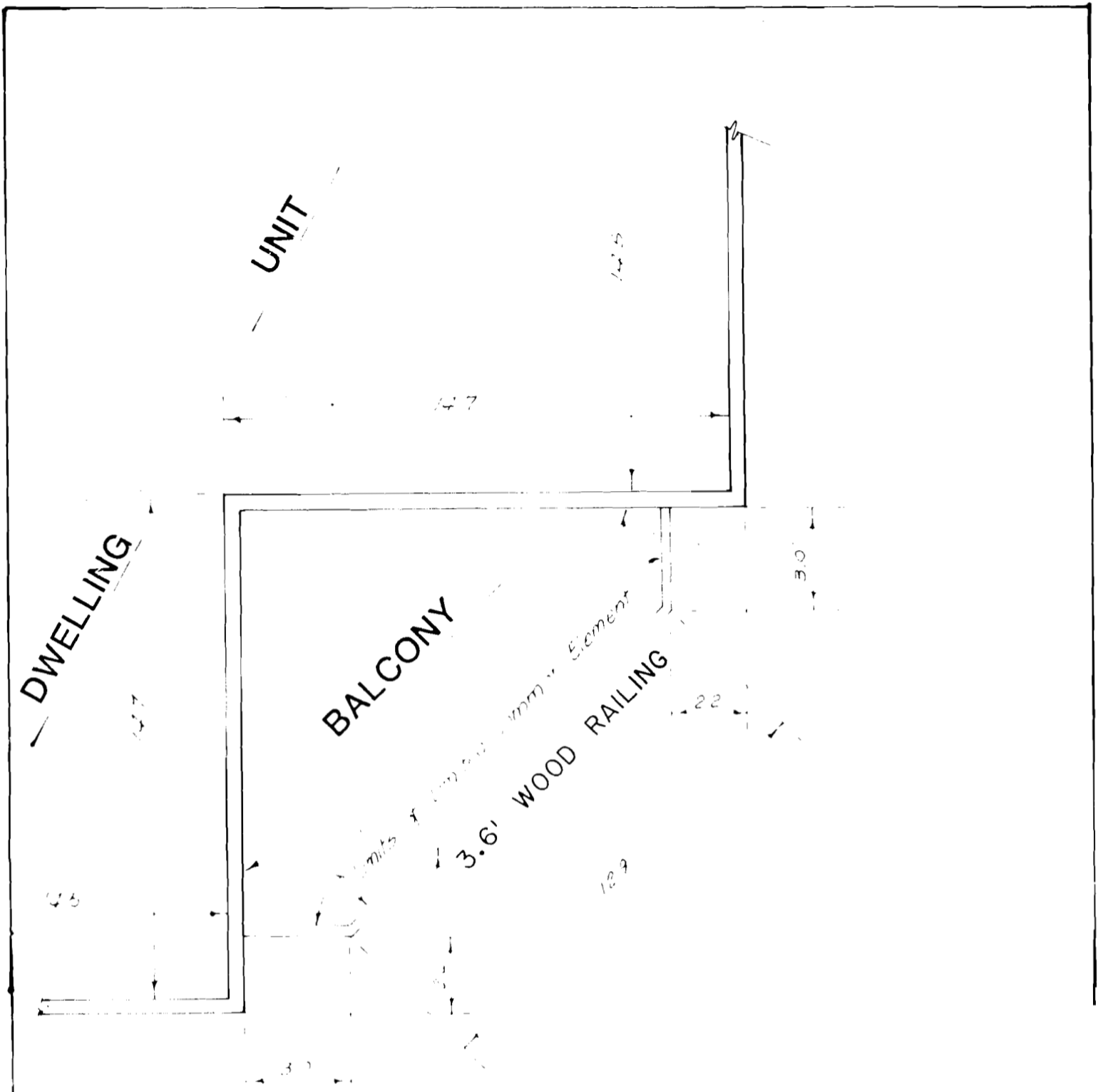
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BANANA BAY, A CONDOMINIUM

DATE OCTOBER 10, 1984

EXHIBITS

SHEET 5 OF 7



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1601 THRU 1604**

SCALE 1/4" = 1'-0"

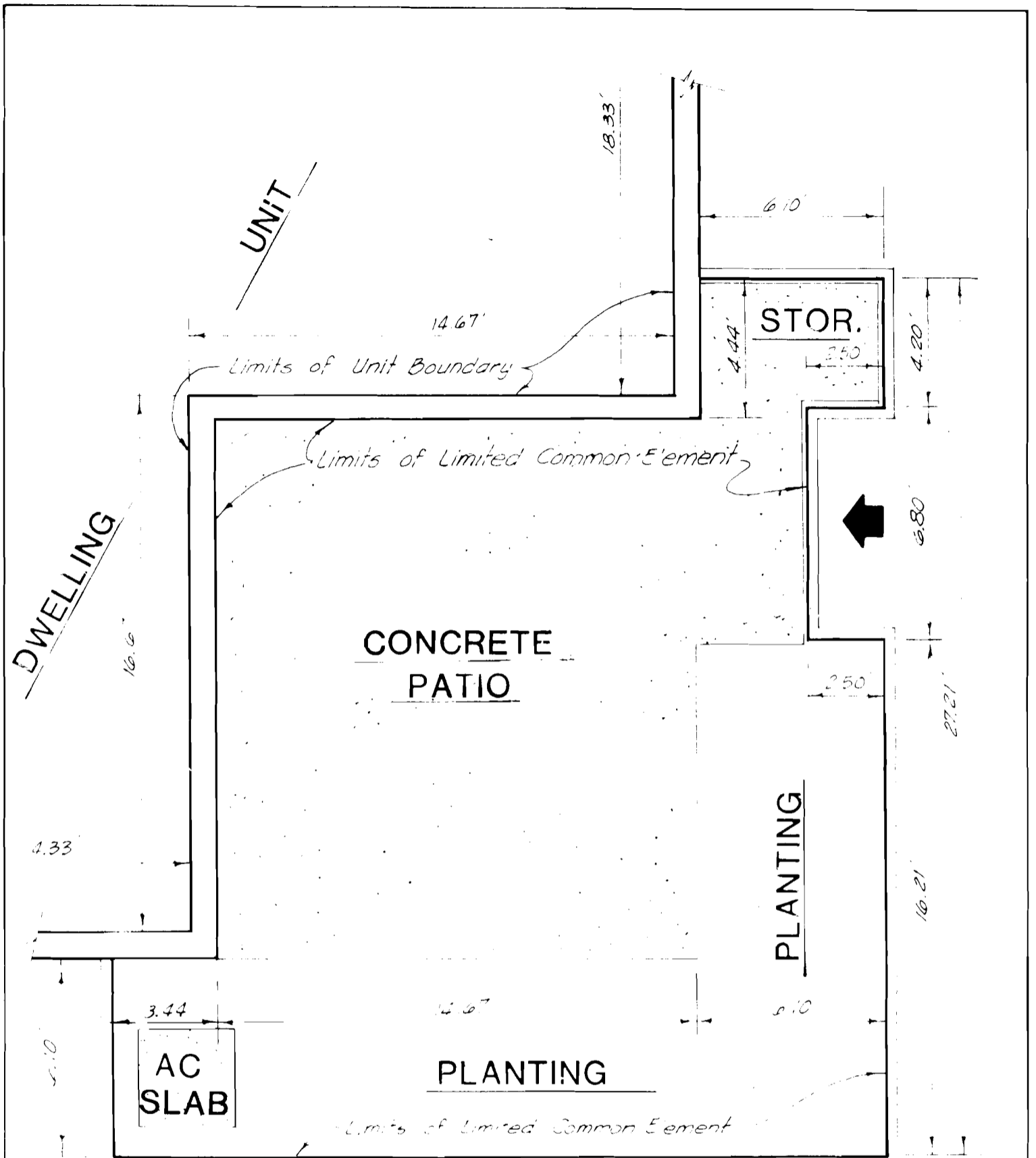
SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

OFF REC
2550
PHASE SIXTEEN

PAGE

BANANA BAY, A CONDOMINIUM



6' WOOD FENCE 24.21'

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1601 THRU 1604**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

DATE REC'D
PHASE SIXTEEN

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BANANA BAY, A CONDOMINIUM

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

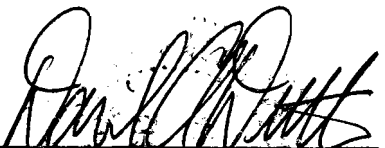
STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

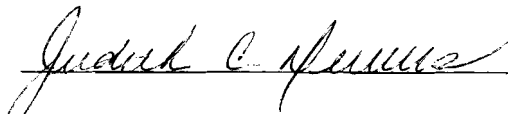
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "T" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
THIS 15th DAY OF OCT, A.D., 1984

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 15th DAY OF OCT, A.D., 1984

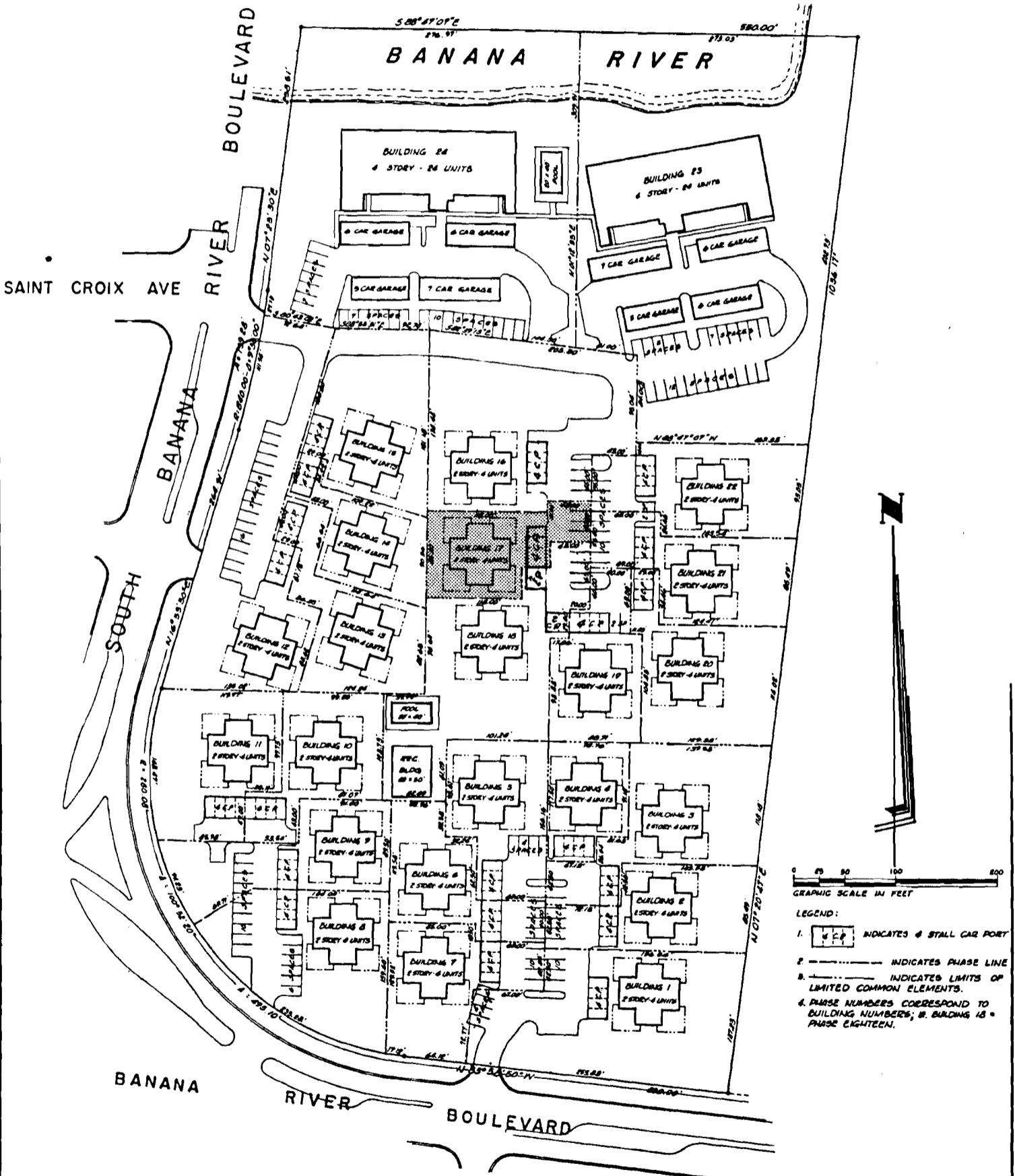


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES Sept. 21, 1985



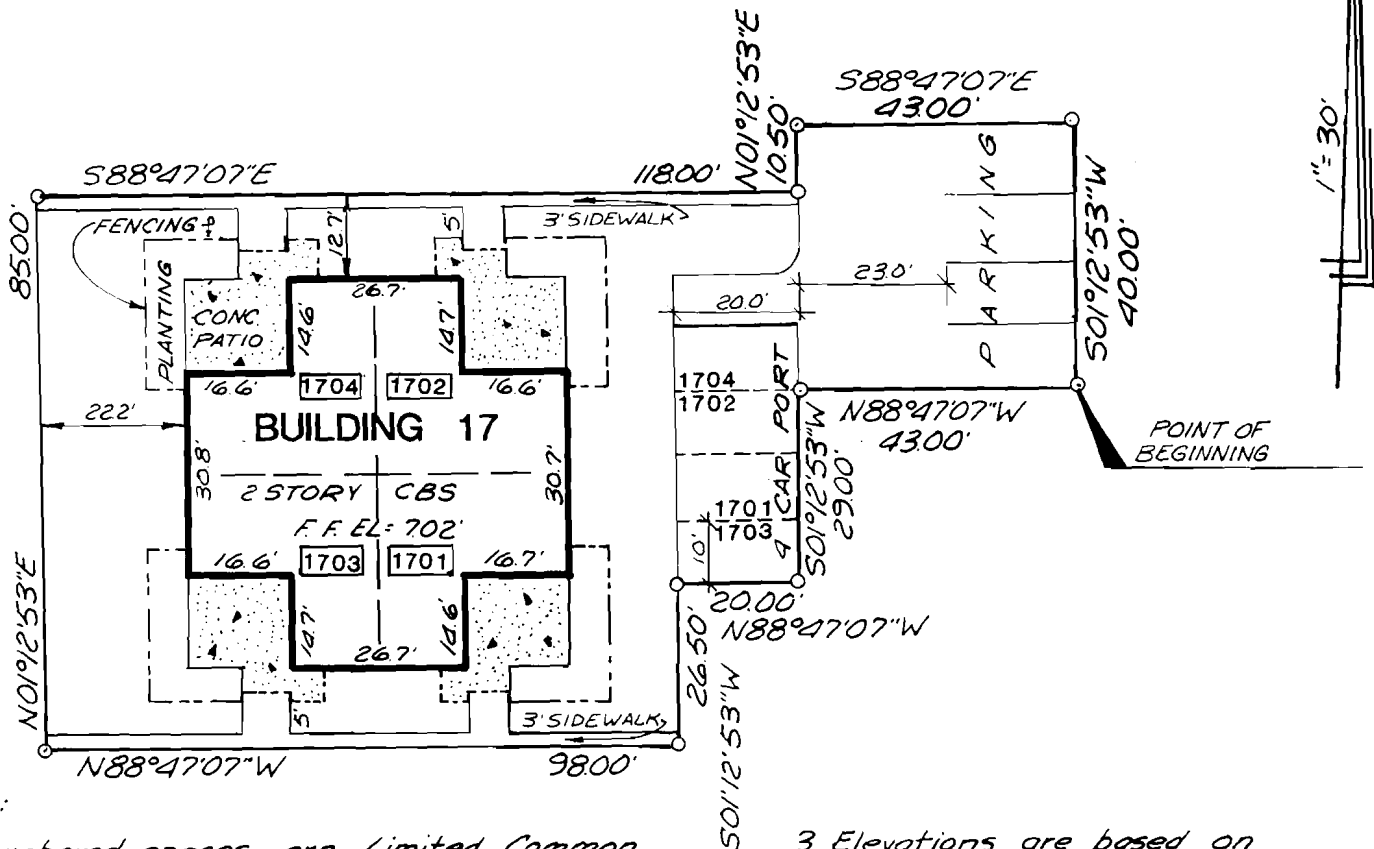
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



LEGEND:

1. INDICATES A STALL CAR PORT
2. INDICATES PHASE LINE
3. INDICATES LIMITS OF LIMITED COMMON ELEMENTS.
4. PHASE NUMBERS CORRESPOND TO BUILDING NUMBERS; B. BUILDING 18 = PHASE EIGHTEEN.

**PHASE SEVENTEEN
BANANA BAY, A CONDOMINIUM**

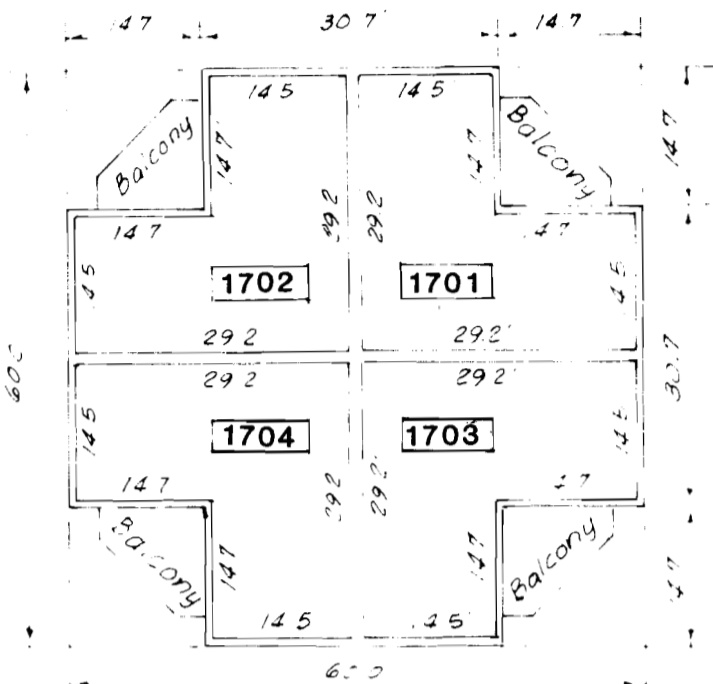


NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [1701] denotes Unit number.

3. Elevations are based on NGVDatum of 1929.

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 5 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE $N07^{\circ}20'47''E$ ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 534.84 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 201.81 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 43.00 FEET; THENCE $S01^{\circ}12'53''W$ FOR A DISTANCE OF 29.00 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 20.00 FEET; THENCE $S01^{\circ}12'53''W$ FOR A DISTANCE OF 26.50 FEET; THENCE $N88^{\circ}47'07''W$ FOR A DISTANCE OF 98.00 FEET; THENCE $N01^{\circ}12'53''E$ FOR A DISTANCE OF 85.00 FEET; THENCE $S88^{\circ}47'07''E$ FOR A DISTANCE OF 118.00 FEET; THENCE $N01^{\circ}12'53''E$ FOR A DISTANCE OF 10.50 FEET; THENCE $S88^{\circ}47'07''E$ FOR A DISTANCE OF 43.00 FEET; THENCE $S01^{\circ}12'53''W$ FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.258 ACRES MORE OR LESS.

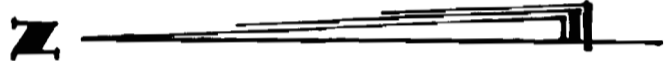


SECOND FLOOR

NOTES:

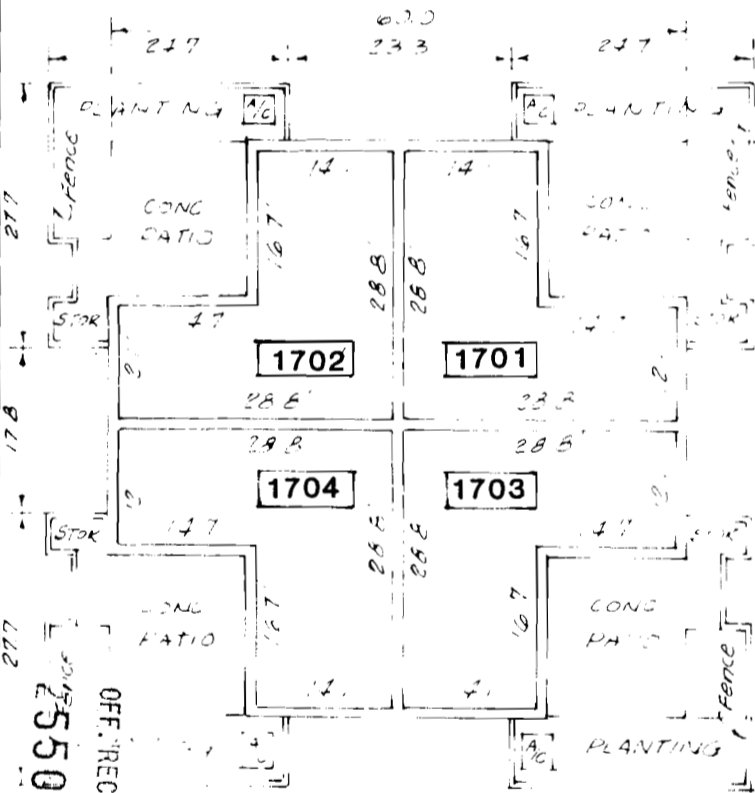
SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.98 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.98 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.98 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.98 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.



FIRST FLOOR

Scale: 1" = 20'
BUILDING 17
FLOOR PLAN

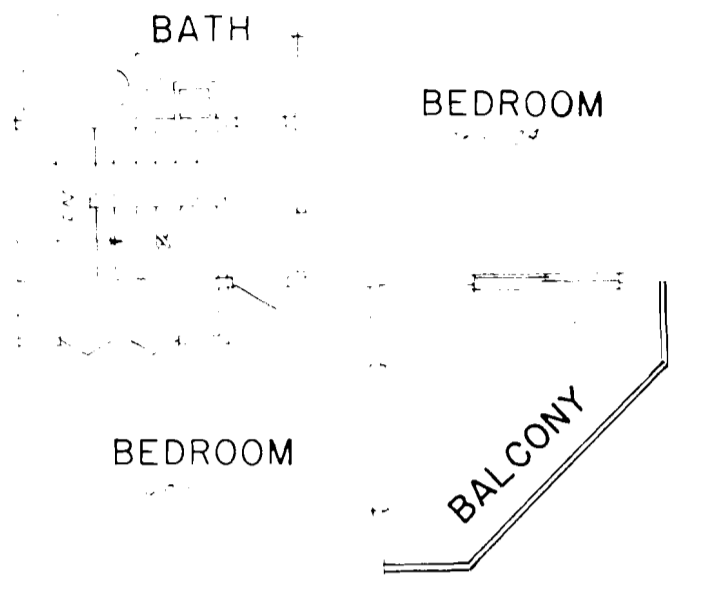
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. **1701** INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE SEVENTEEN

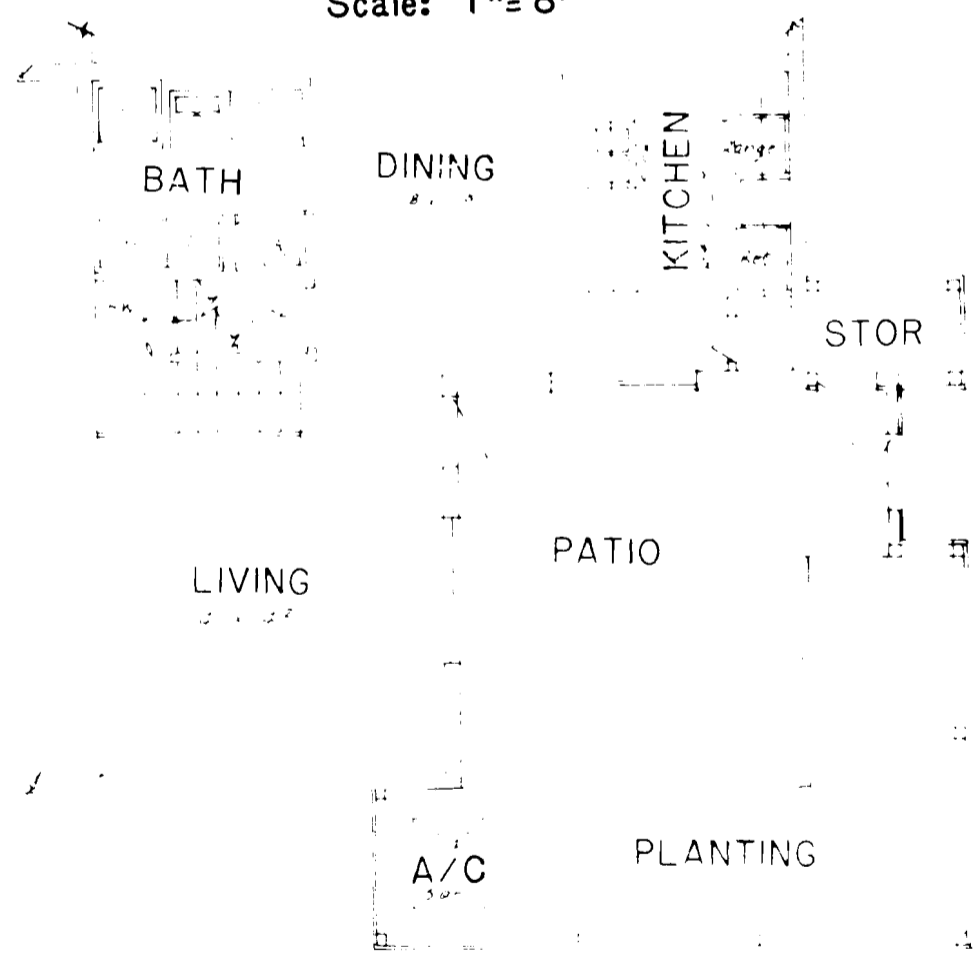
BANANA BAY, A CONDOMINIUM

PAGE 45032



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



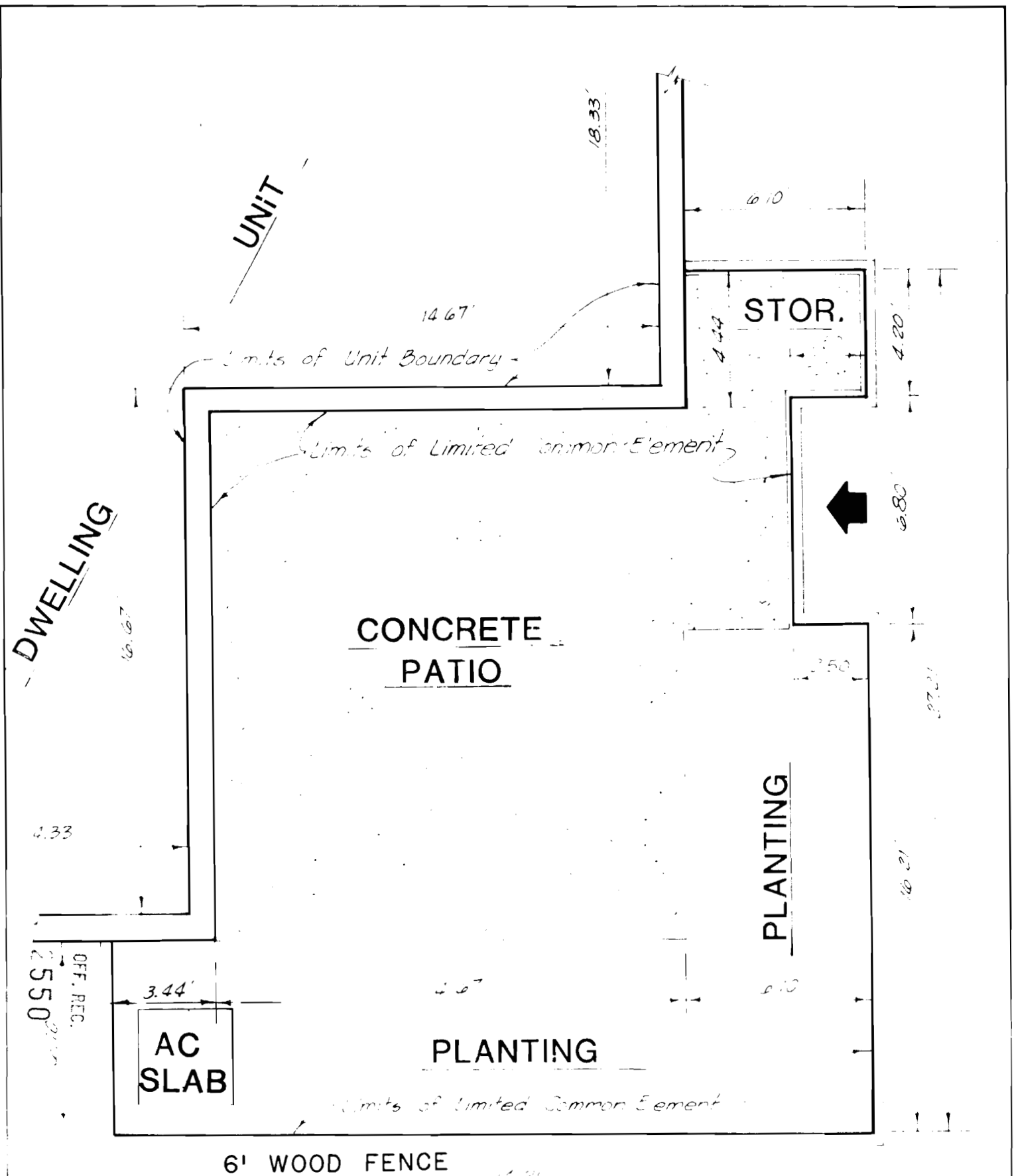
**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 17**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

**PHASE SEVENTEEN
BANANA BAY, A CONDOMINIUM**

OFF. REC.
2550

PAGE
1504



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1701 THRU 1704**

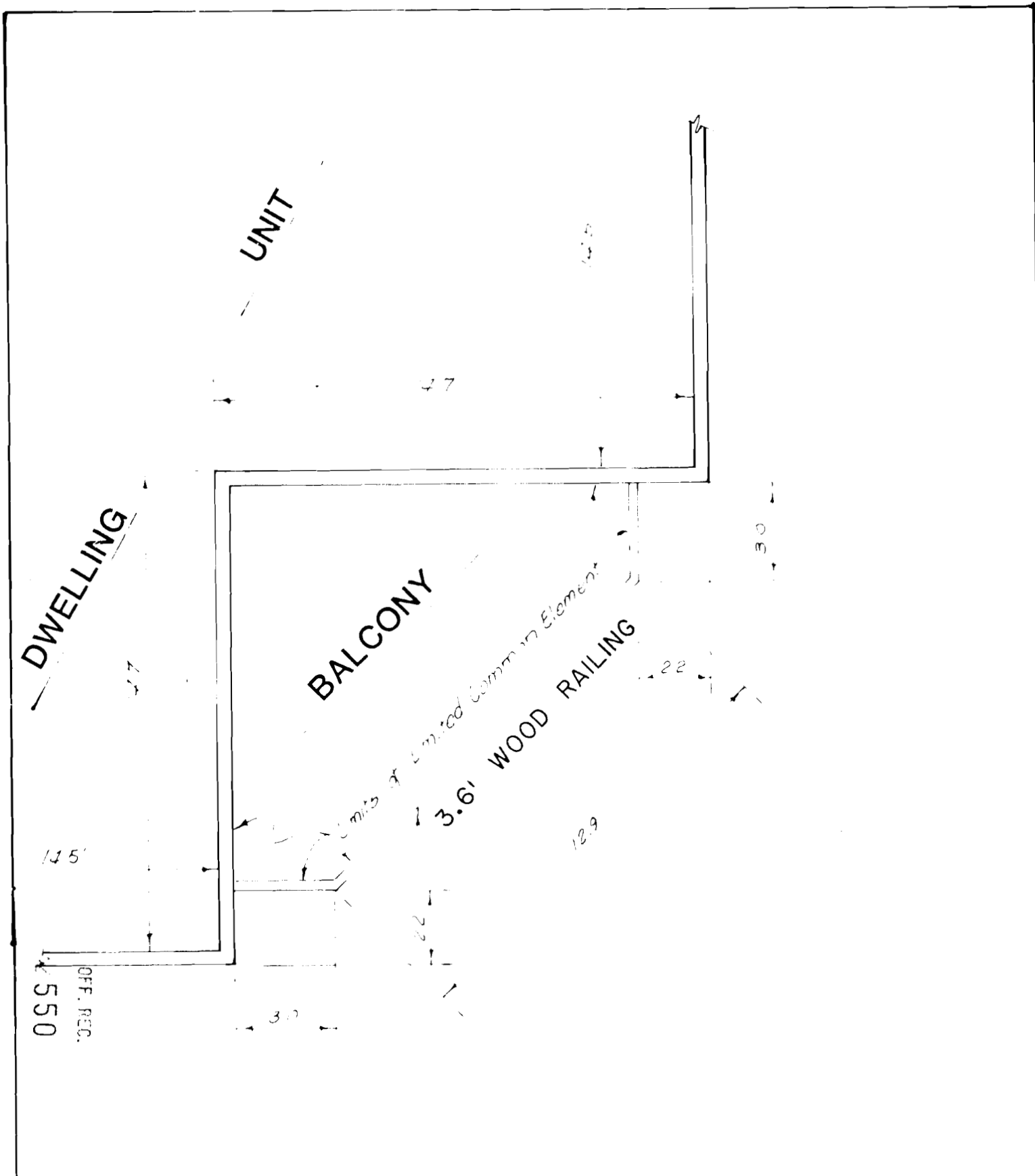
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE SEVENTEEN

BANANA BAY, A CONDOMINIUM



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1701 THRU 1704**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 6 OF 7 FOR PATIO LOCATIONS.

**PHASE SEVENTEEN
BANANA BAY, A CONDOMINIUM**

PAGE
1506

CERTIFICATE OF SURVEYOR

FOR

BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED IN THE ATTACHED EXHIBIT "U" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, UNITS 1801 THROUGH 1804 INCLUSIVE ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "U", TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING BANANA BAY, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND UNITS 1801 THROUGH 1804 AND THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON FACILITIES SERVING UNITS 1801 THROUGH 1804 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM HAVE BEEN SUBSTANTIALLY COMPLETED. HOWEVER THE RECREATION BUILDING AND FACILITIES AS SHOWN ON SHEETS 2 AND 3 OF 7 ARE NOT SUBSTANTIALLY COMPLETE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 15th DAY OF OCT, A.D., 1984

STOTTLER STAGG & ASSOCIATES

BY: *David A. Deithorn*
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

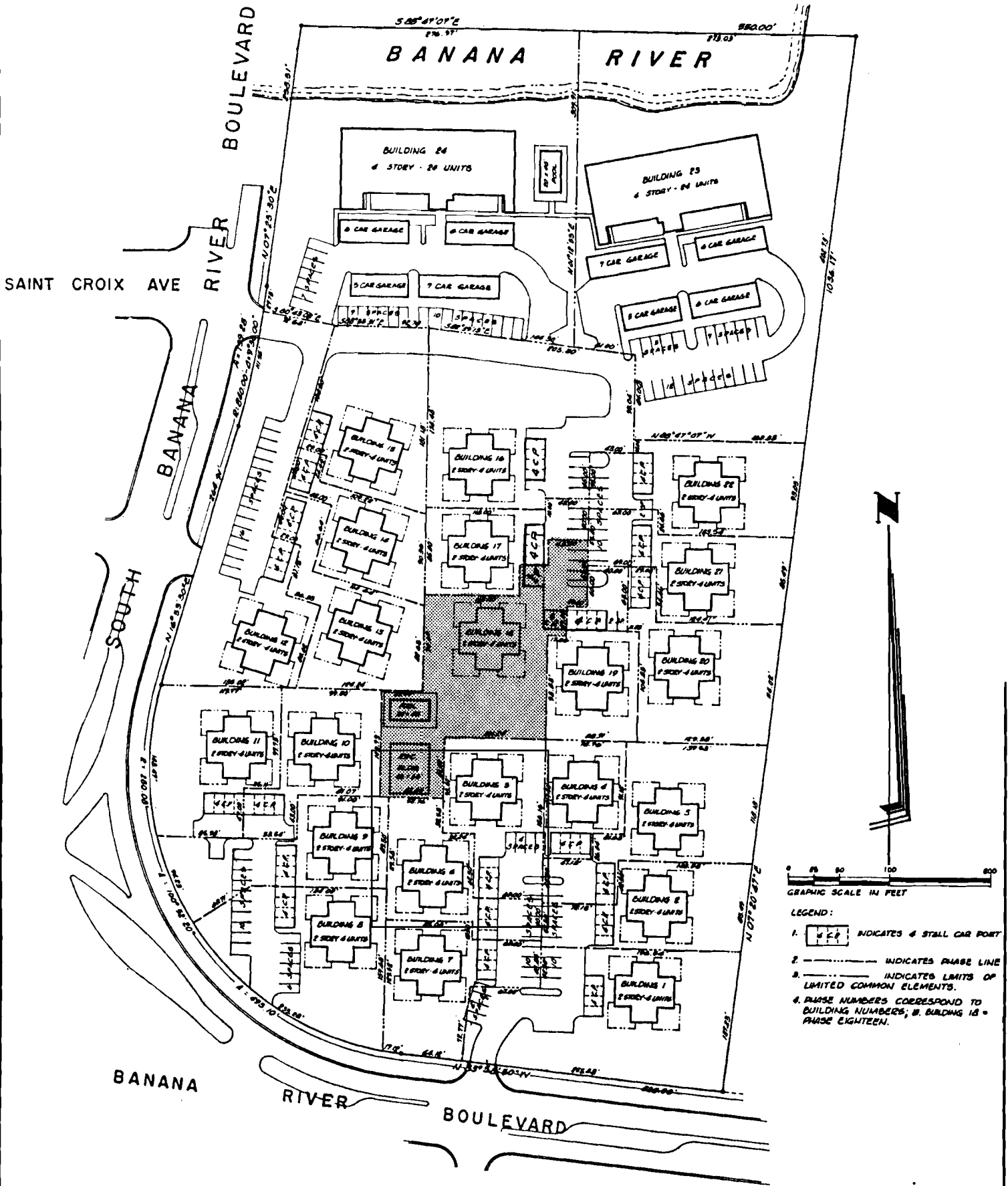
SWORN AND SUBSCRIBED BEFORE ME
THIS 15th DAY OF OCT, A.D. 1984

Judith C. Spencer
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES Sept. 21, 1985

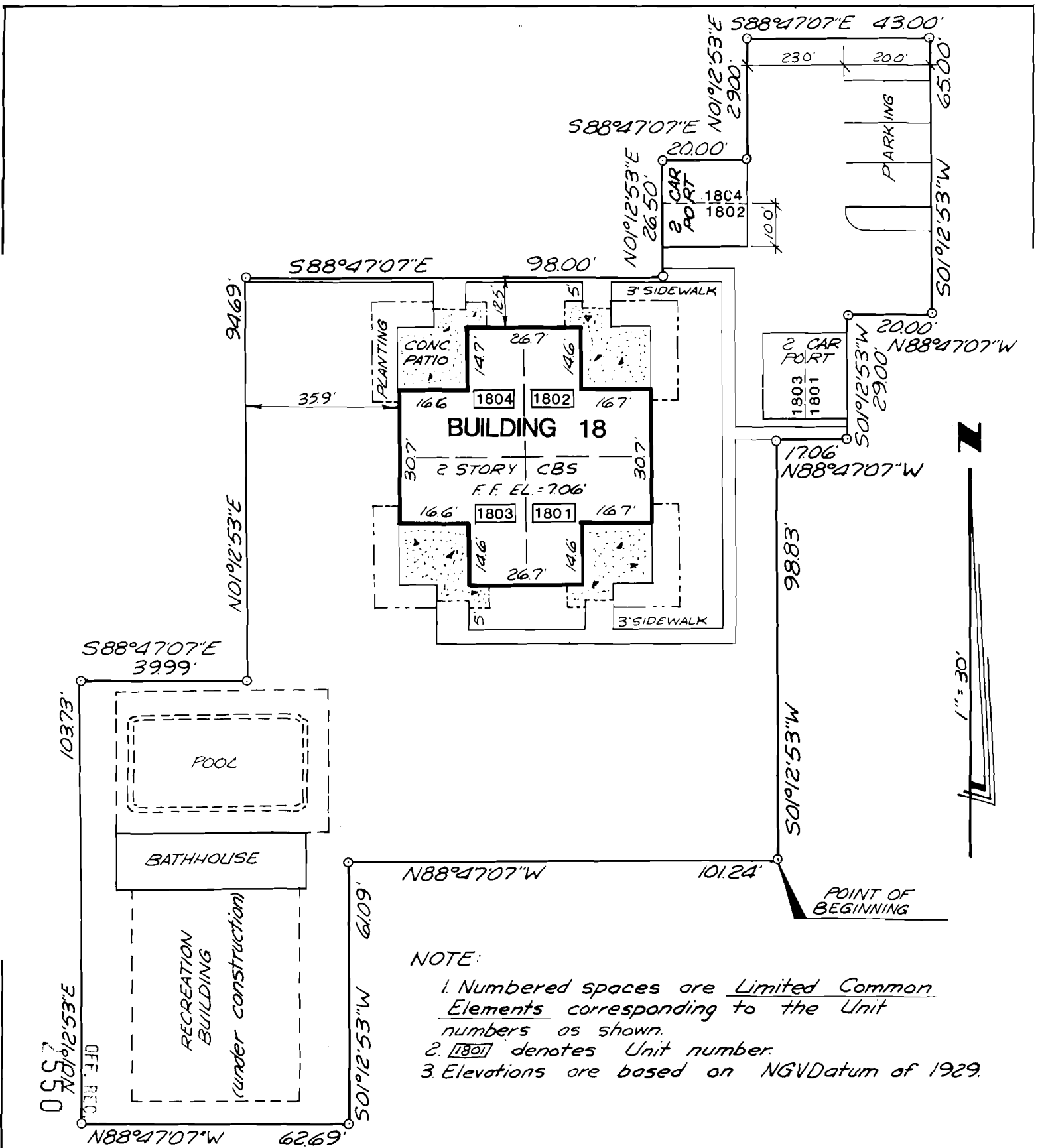
39

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



PHASE EIGHTEEN
BANANA BAY, A CONDOMINIUM

10



A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 218.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°47'07"W FOR A DISTANCE OF 101.24 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 61.09 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 62.69 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 103.73 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 39.99 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 94.69 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 98.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 26.50 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 20.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 29.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 43.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 65.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 20.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 29.00 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 17.06 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 98.83 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.604 ACRES MORE OR LESS.

PHASE EIGHTEEN
BANANA BAY, A CONDOMINIUM
 DATE: OCTOBER 10, 1984 EXHIBIT U SHEET 3 OF 7

NOTES:

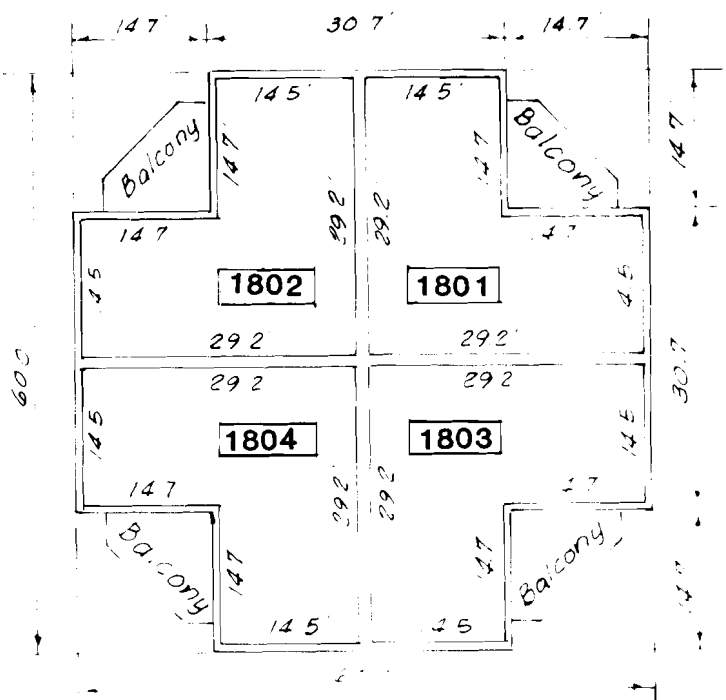
SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 16.05 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 24.05 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.

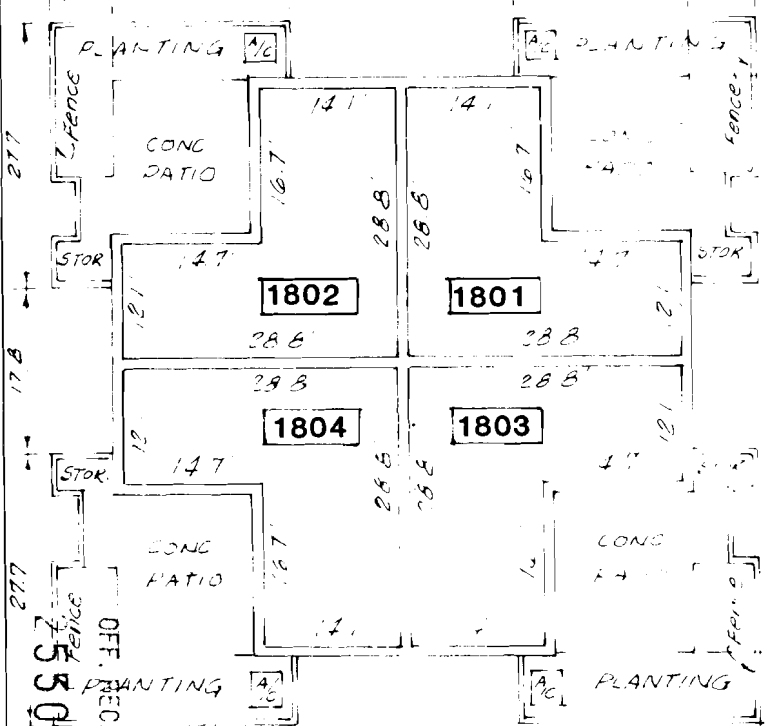


FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 7.06 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 15.05 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.



SECOND FLOOR



FIRST FLOOR

Scale: 1" = 20'

BUILDING 18

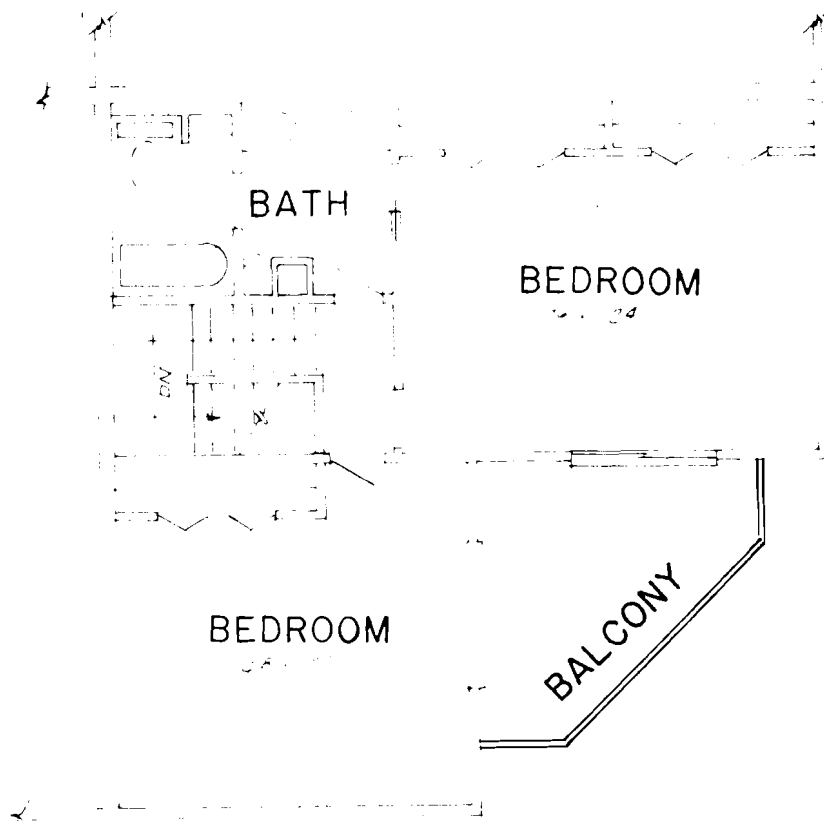
FLOOR PLAN

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [1801] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

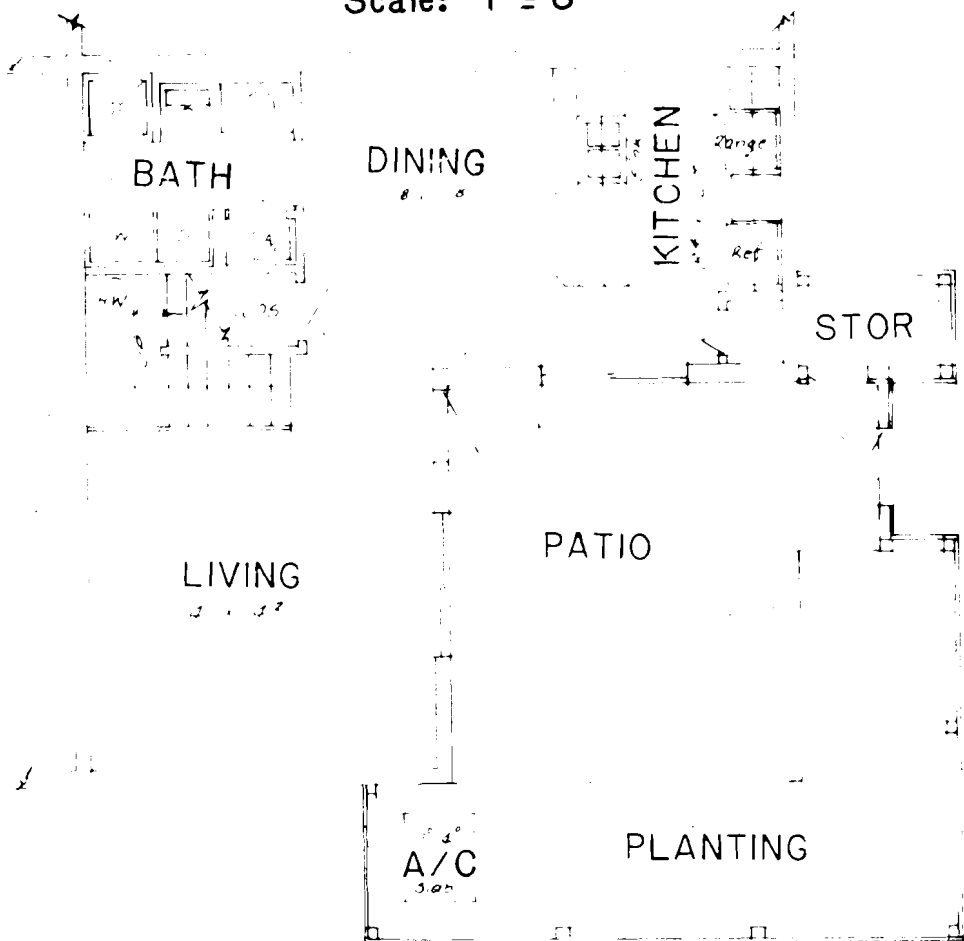
PHASE EIGHTEEN

BANANA BAY, A CONDOMINIUM



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



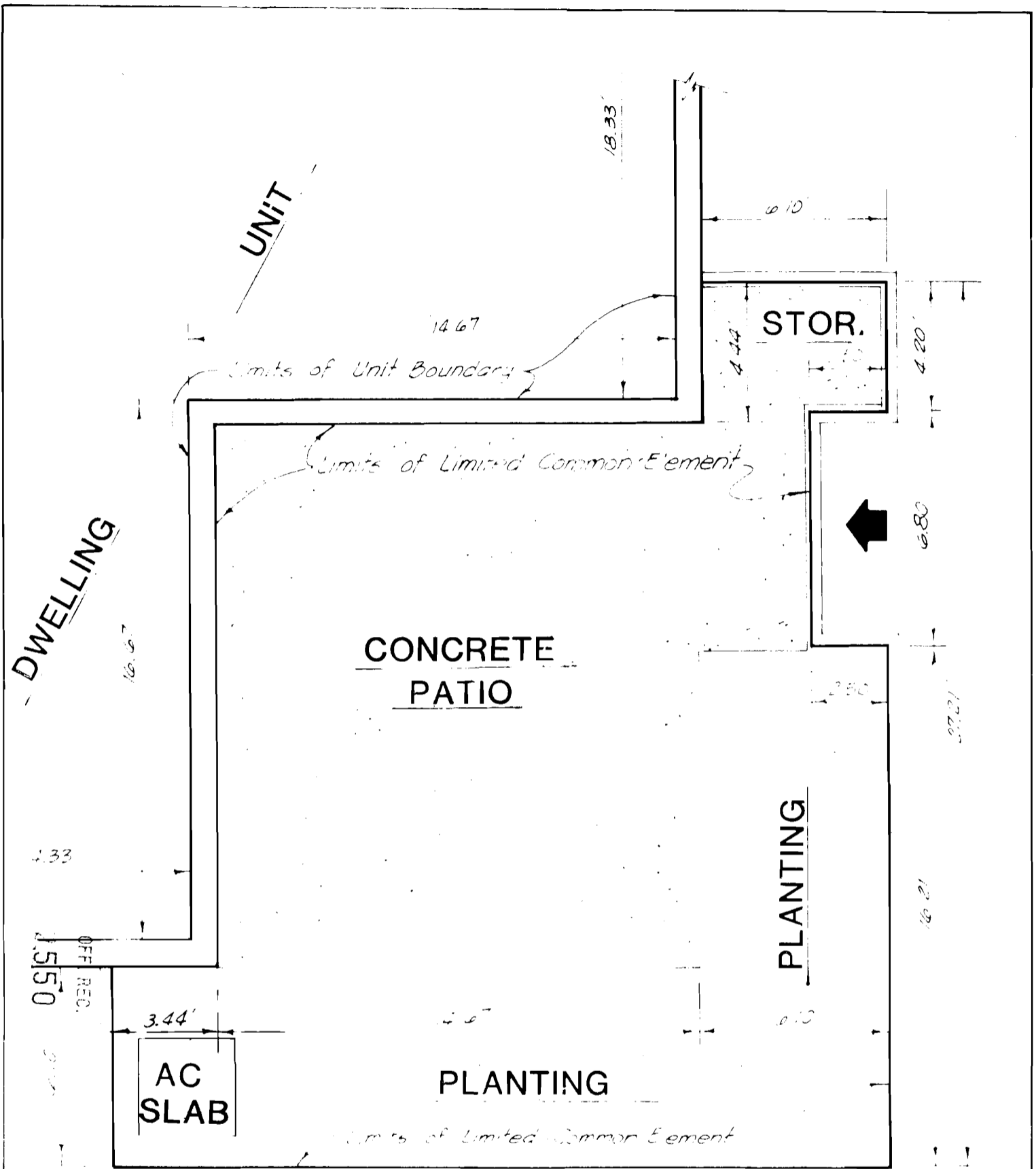
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PAGE
1511

**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 18**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

**PHASE EIGHTEEN
BANANA BAY, A CONDOMINIUM**



6' WOOD FENCE

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1801 THRU 1804**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

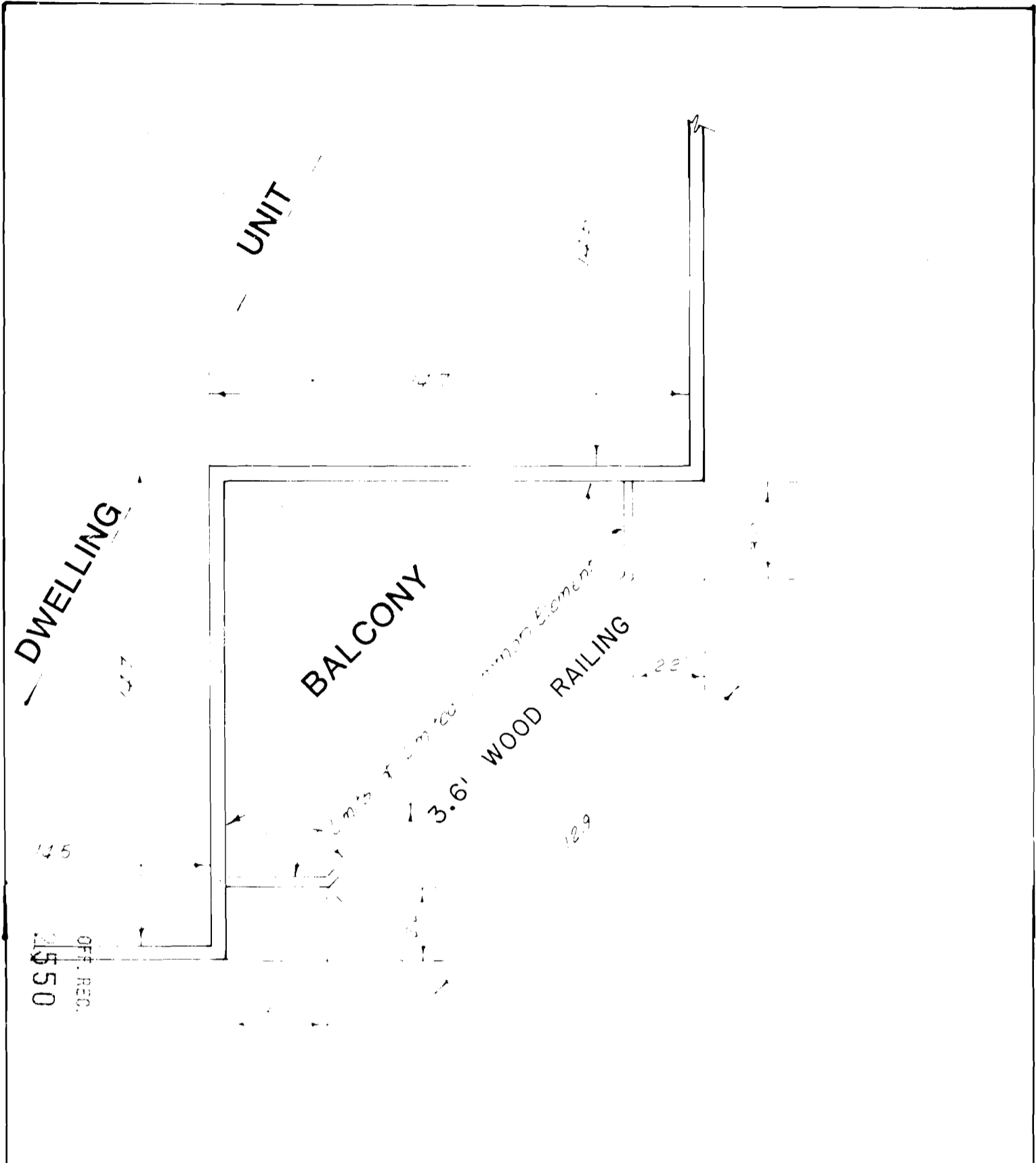
PHASE EIGHTEEN

BANANA BAY, A CONDOMINIUM

DATE: OCTOBER 10, 1984 EXHIBIT U

SHEET 6 OF 7

PAGE
1512



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1801 THRU 1804**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

PHASE EIGHTEEN

BANANA BAY, A CONDOMINIUM

OFF. REC.
1550
PAGE
1513

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

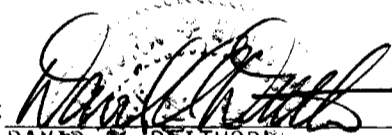
STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

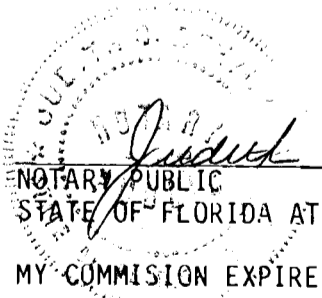
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "V" OF THE PROPOSED IMPROVEMENTS DESCRIBED HEREIN IS SUFFICIENTLY DETAILED SO THAT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF THE CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 21ST DAY OF MAY, A.D., 1984

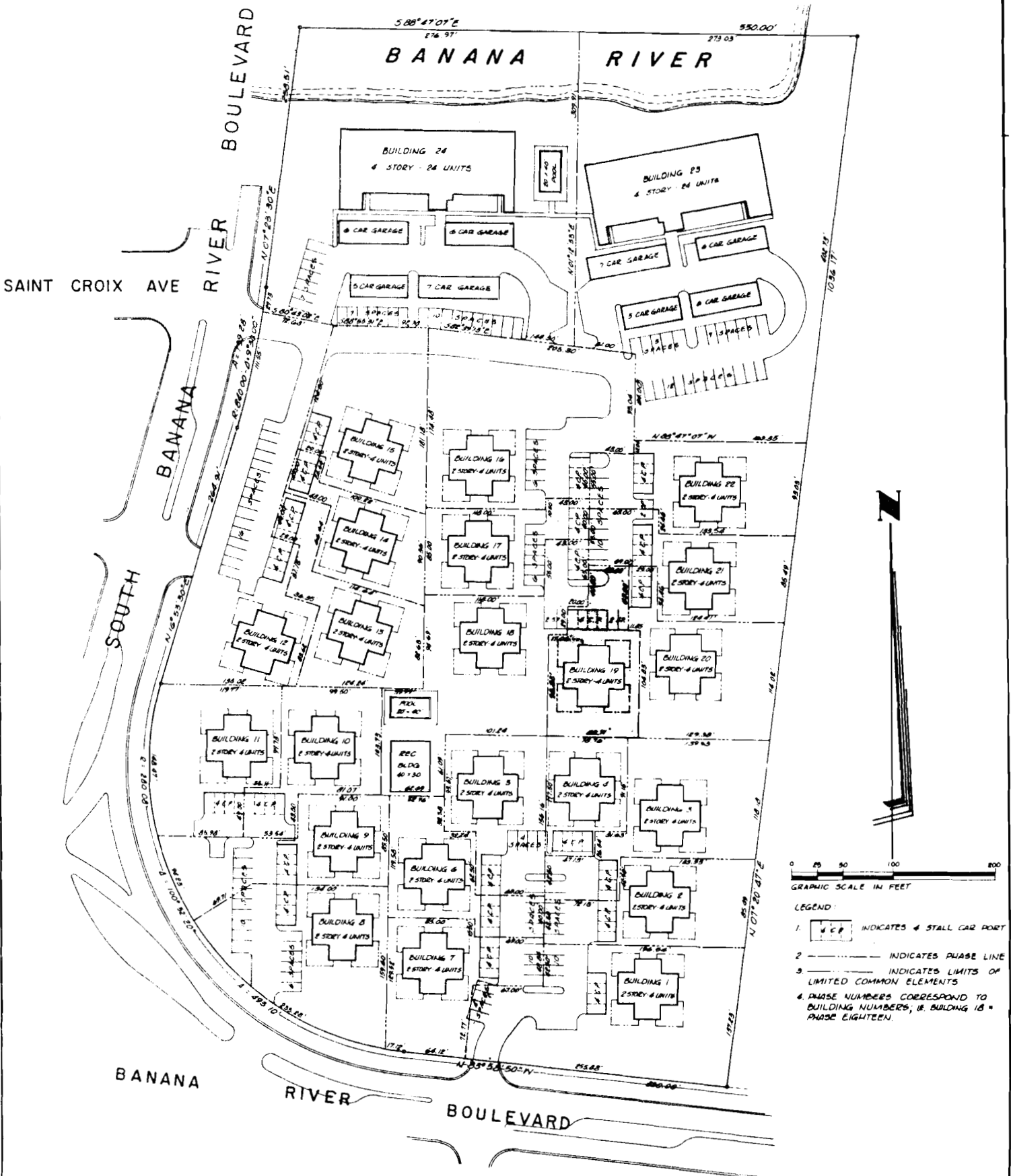
STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 21ST DAY OF MAY, A.D., 1984


Judith C. Jensen
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 9-21-85

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



NOTE: All improvements shown are proposed.

PHASE NINETEEN

BANANA BAY, A CONDOMINIUM

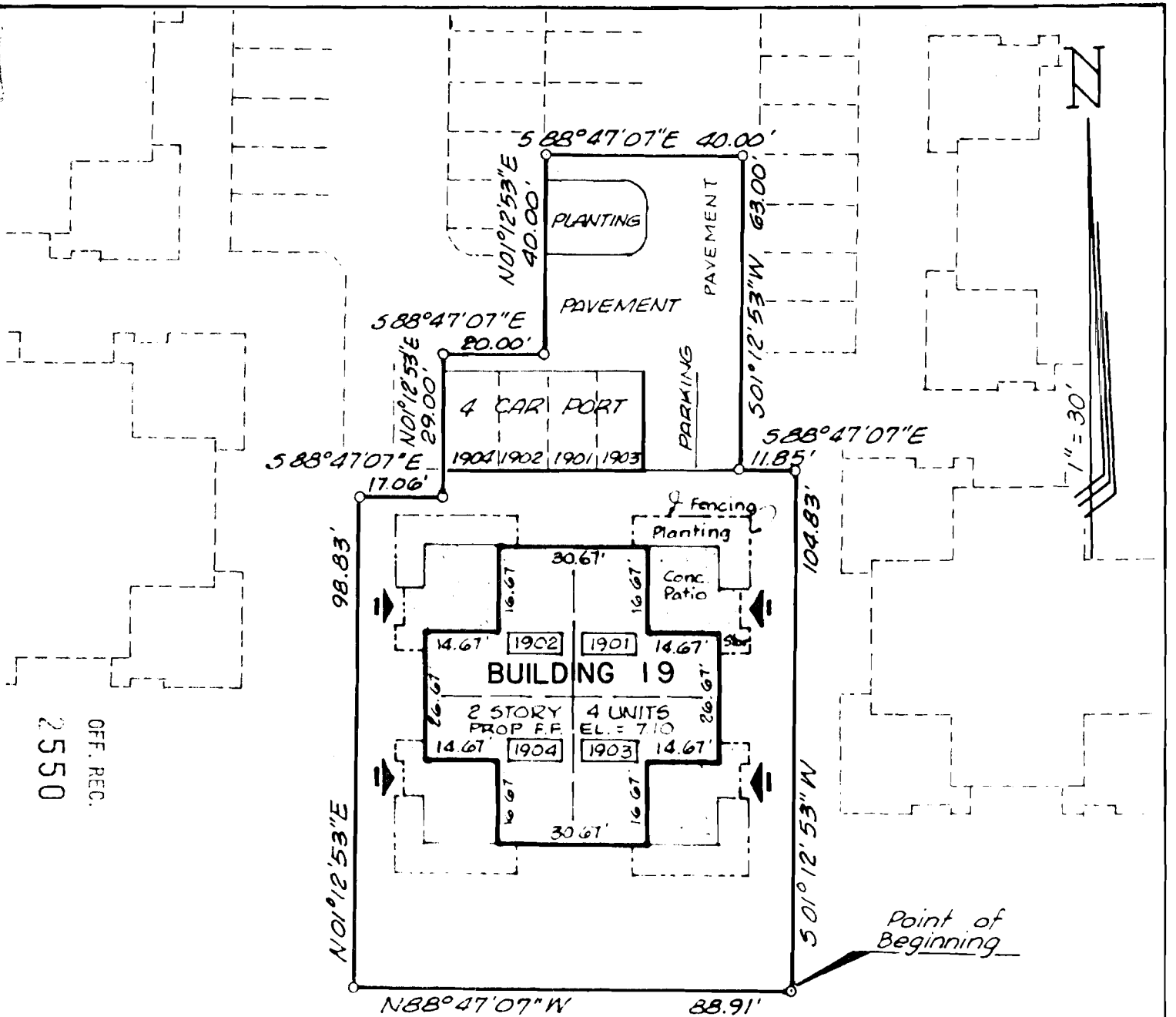
DATE: MAY 21, 1984

EXHIBIT V

PAGE

151

SHEET 2 OF 7



OFF. REC.
2550

PAGE
1516

NOTE: All improvements shown are proposed.

NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [1901] denotes Unit number.

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 129.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°47'07"W FOR A DISTANCE OF 88.91 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 98.83 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 17.06 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 29.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 20.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 40.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 40.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 63.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 11.85 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 104.83 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.280 ACRES MORE OR LESS.

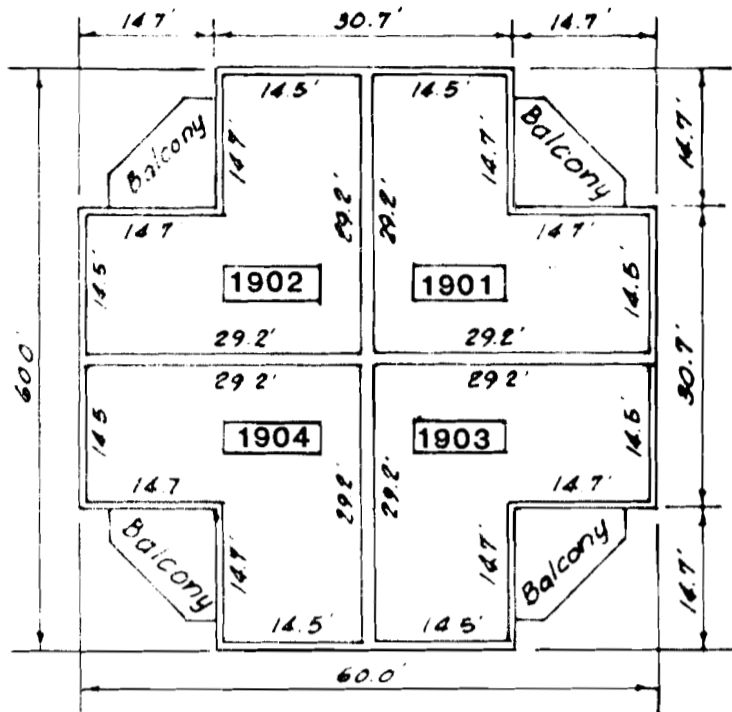
Elevations are based on NGVDatum of 1929

PHASE NINETEEN
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT V

SHEET 3 OF 7

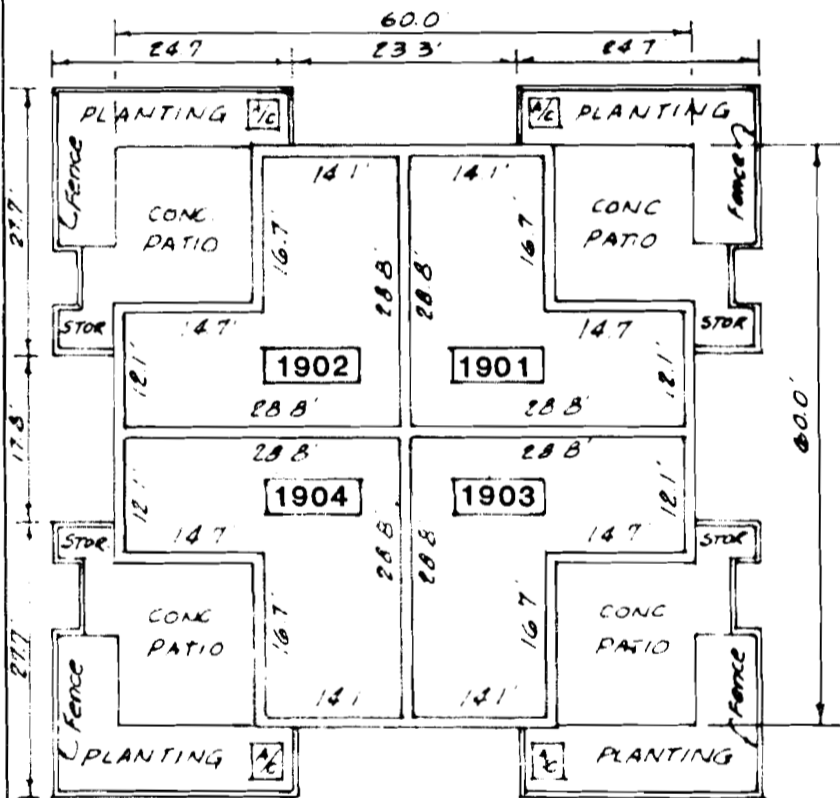


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 16.08 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 24.08 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR

Scale: 1" = 20'

BUILDING 19

FLOOR PLAN

FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 7.10 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 15.10 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 8 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.

NOTE: All improvements shown are proposed.

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [2002] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

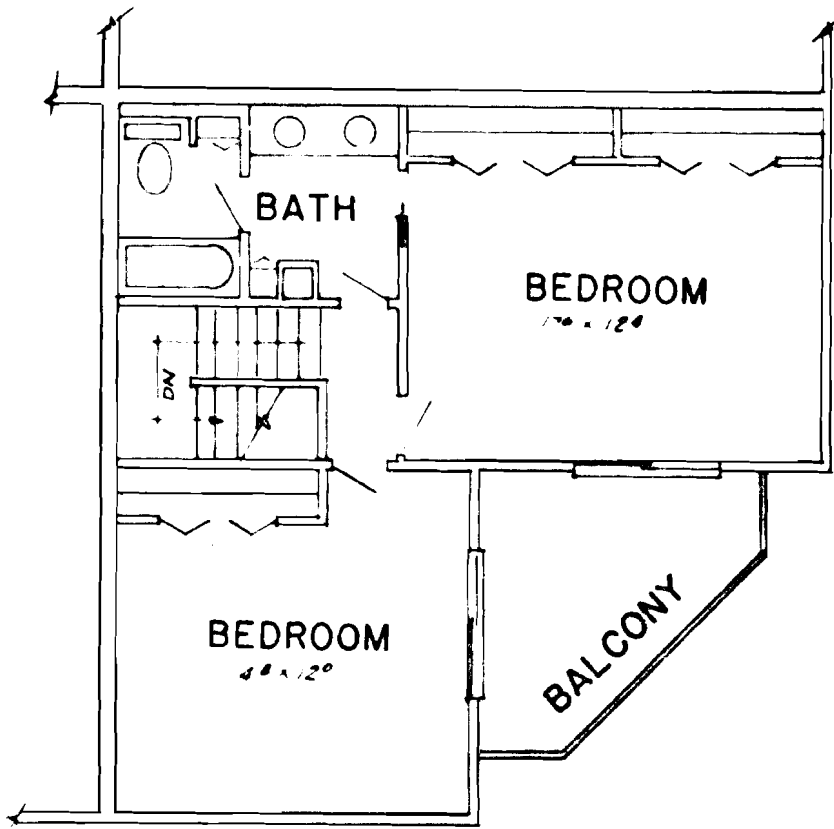
PHASE NINETEEN

BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

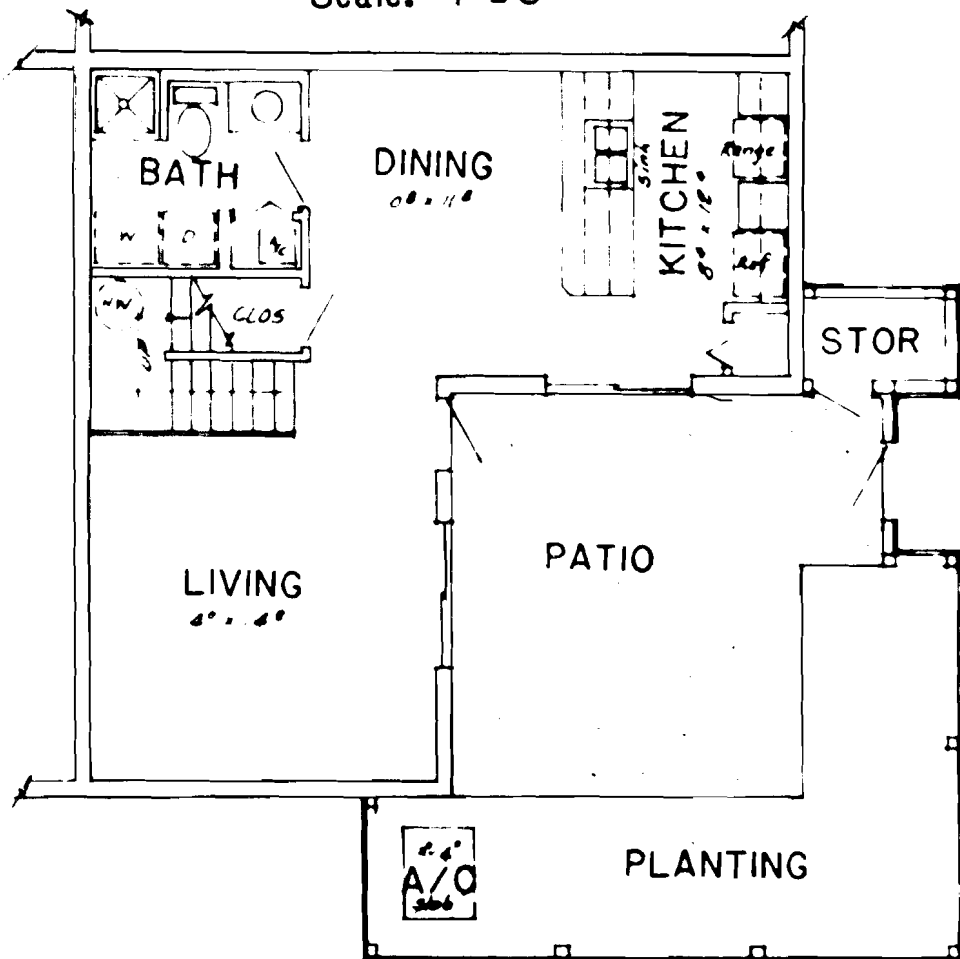
EXHIBIT V

SHEET 4 OF 7



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 19**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

NOTE: All improvements shown are proposed.

PHASE NINETEEN

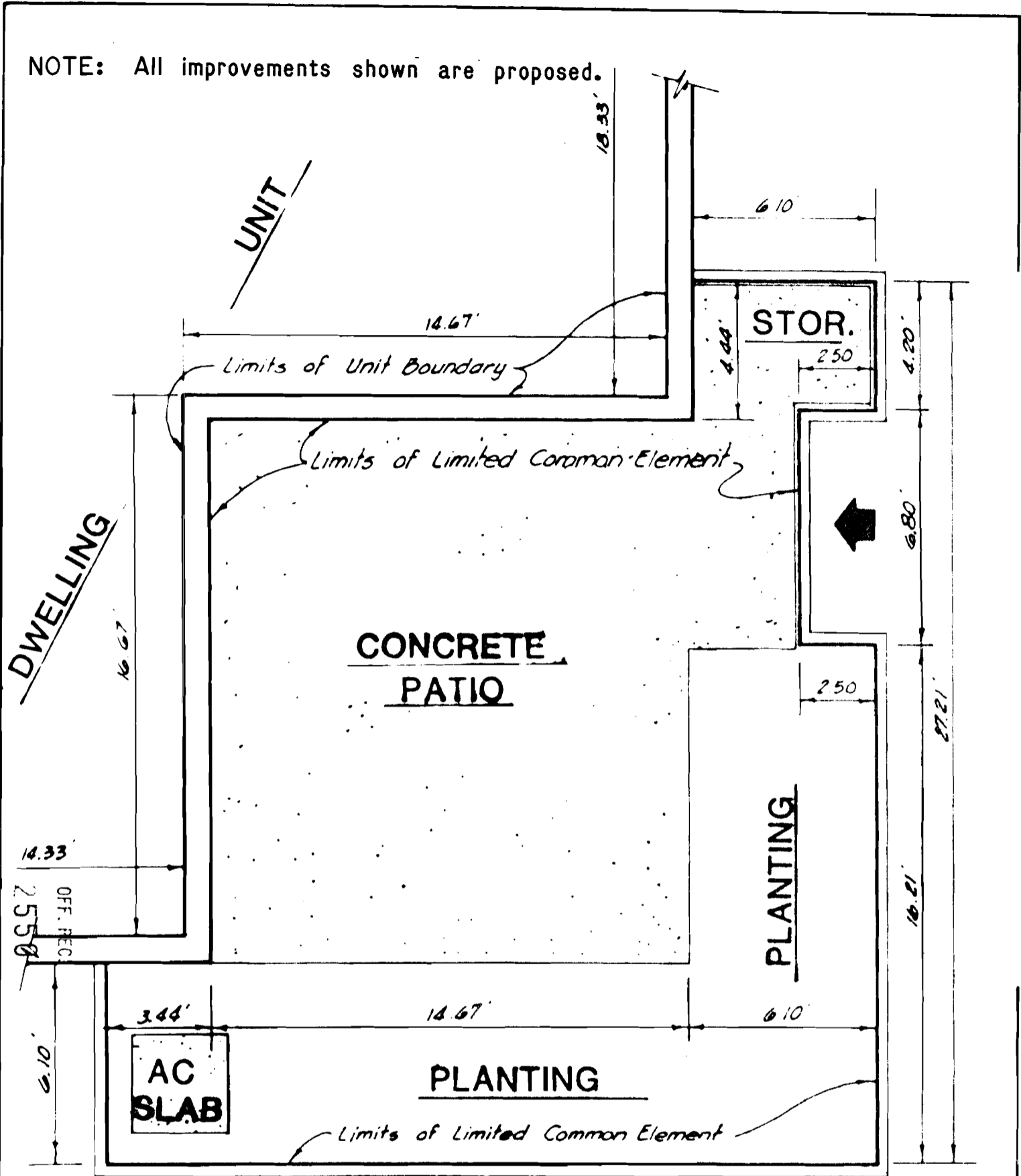
BANANA BAY, A CONDOMINIUM

OFF. REC.
2550

PAGE
1518

70

NOTE: All improvements shown are proposed.



DWELLING

UNIT

CONCRETE
PATIO

STOR.

PLANTING

AC
SLAB

PLANTING

6' WOOD FENCE 24.21'

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1901 THRU 1904**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE NINETEEN

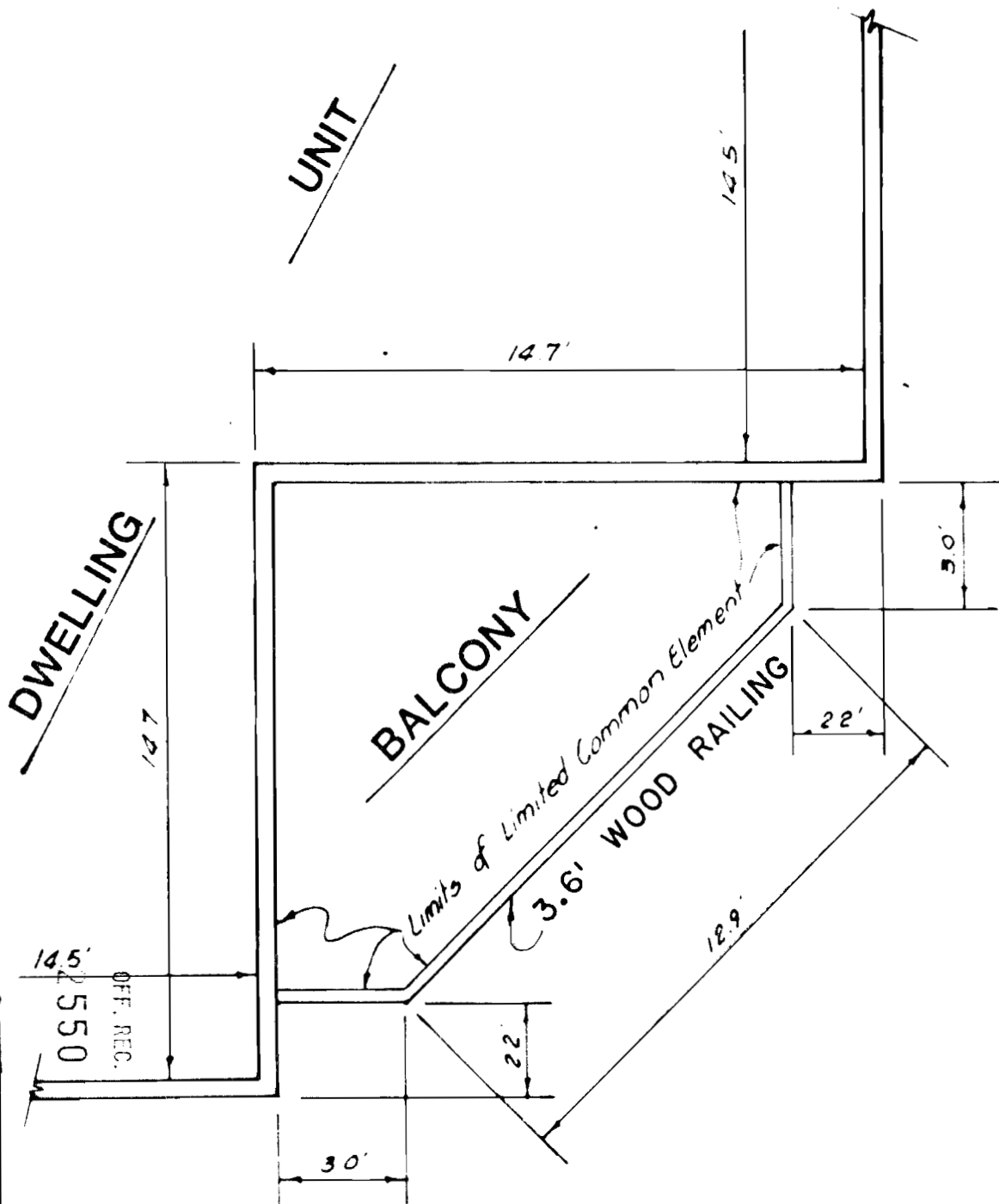
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT V

SHEET 6 OF 7

PAGE
1519



NOTE: All improvements shown are proposed.

PAGE
1520

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1901 THRU 1904**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

PHASE NINETEEN

BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT V

SHEET 7 OF 7

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "W" OF THE PROPOSED IMPROVEMENTS DESCRIBED HEREIN IS SUFFICIENTLY DETAILED SO THAT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF THE CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

2550 OFF. REC. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 21ST DAY OF MAY, A.D., 1984

STOTTLER STAGG & ASSOCIATES

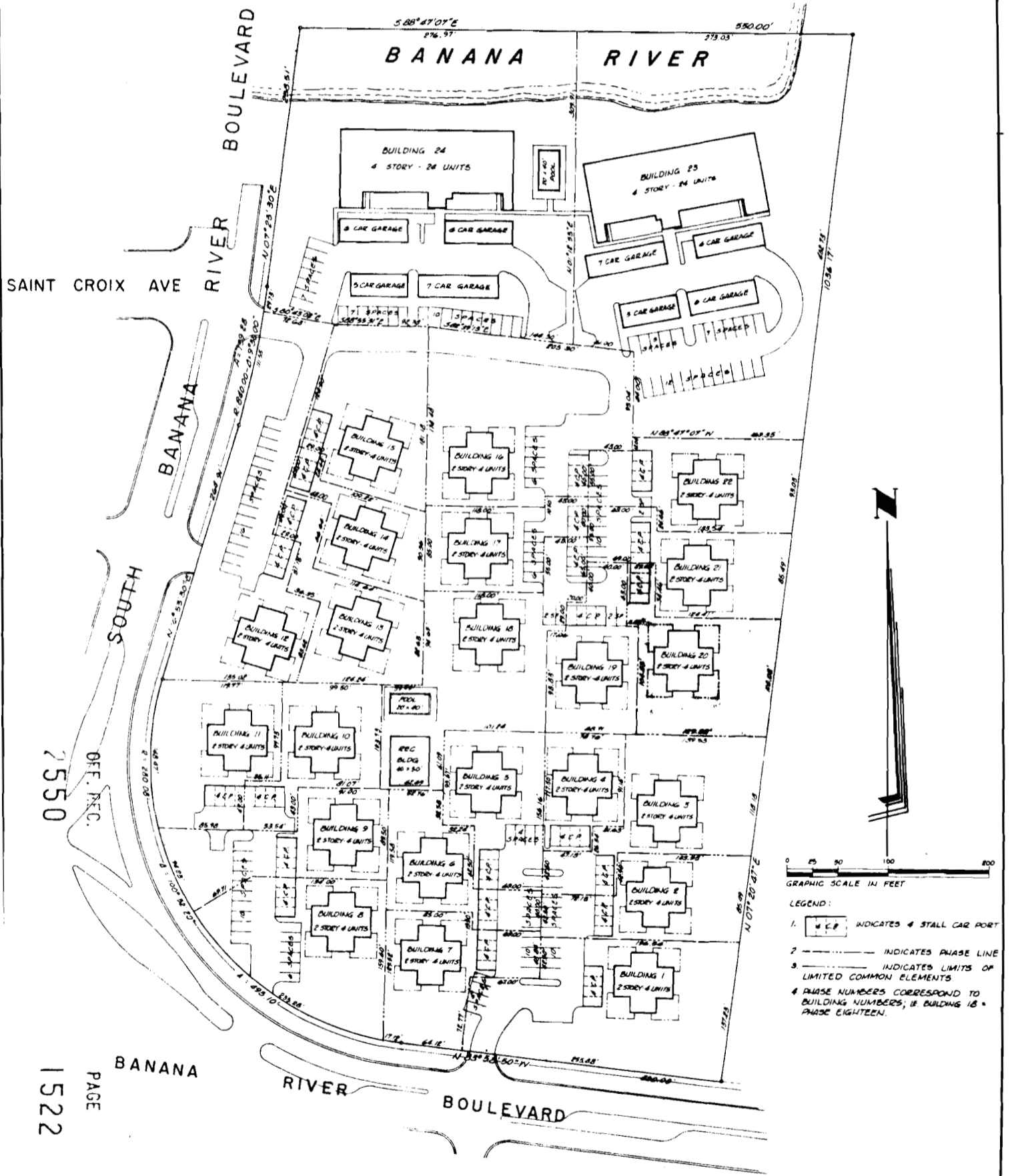
BY: *David A. Deithorn*
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

152 PAGE

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 21ST DAY OF MAY, A.D., 1984

W. C. Dreyfus
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 9-21-85

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



NOTE: All improvements shown are proposed.

PHASE TWENTY

BANANA BAY, A CONDOMINIUM

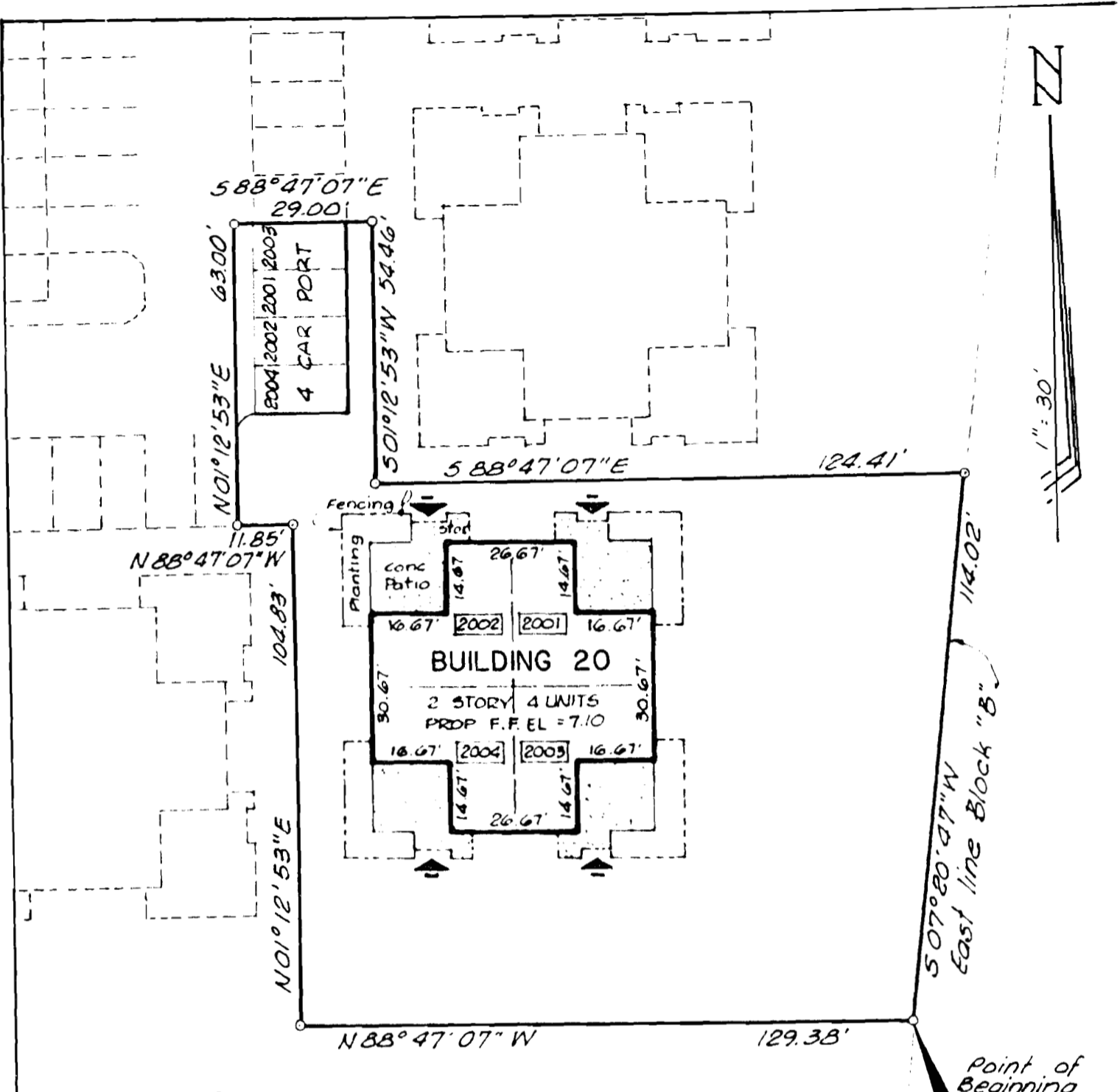
DATE: MAY 21, 1984

EXHIBIT W

SHEET 2 OF 7

7550
OFF. REC.

PAGE
1522



NOTE:
 1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
 2. [2001] denotes Unit number.

OFF. REC.
 2550

PAGE
 1523

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 340.90 FEET TO THE POINT OF BEGINNING; THENCE N88°47'07"W FOR A DISTANCE OF 129.38 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 104.83 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 11.85 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 63.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 29.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 54.46 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 124.41 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "B"; THENCE S07°20'47"W ALONG SAID EAST LINE FOR A DISTANCE OF 114.02 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.091 ACRES MORE OR LESS.

Elevations are based on NGVDatum of 1929

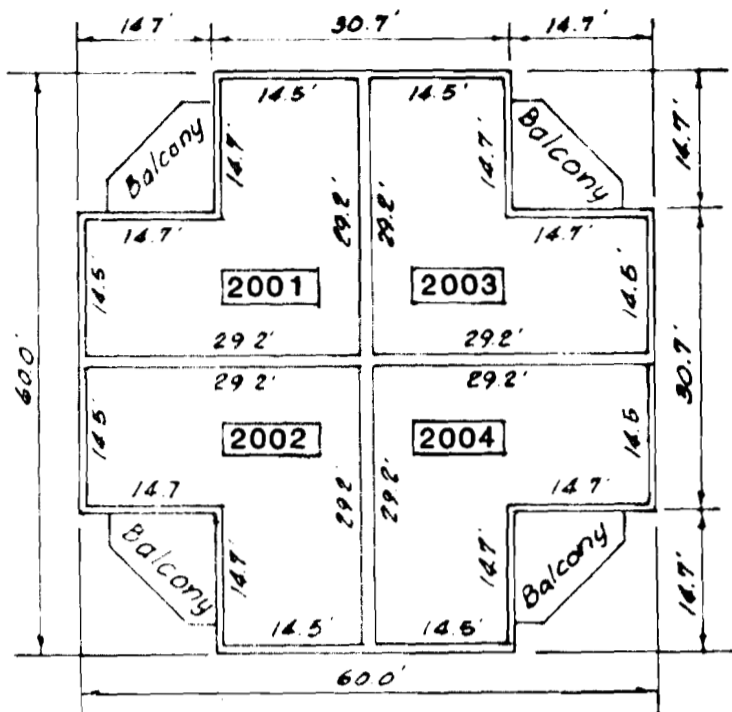
NOTE: All improvements shown are proposed.
PHASE TWENTY

BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT W

SHEET 3 OF 7



SECOND FLOOR

NOTES:

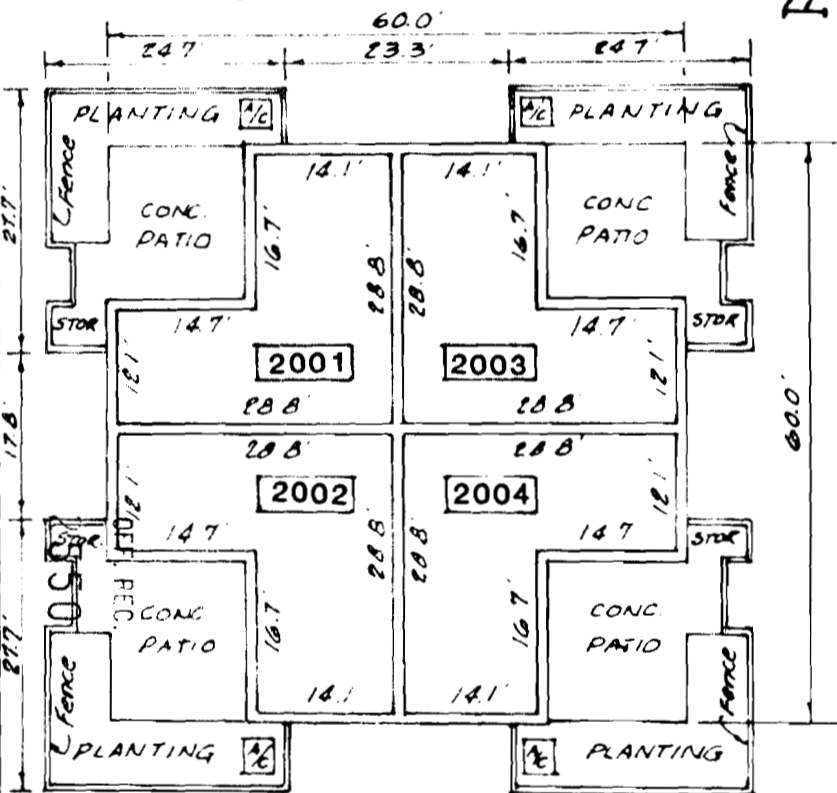
SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 16.08 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 24.08 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 7.10 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 15.10 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 8 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.



FIRST FLOOR

NOTE: All improvements shown are proposed.

Scale: 1" = 20'

**BUILDING 20
FLOOR PLAN**

15
PAGE
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [2002] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

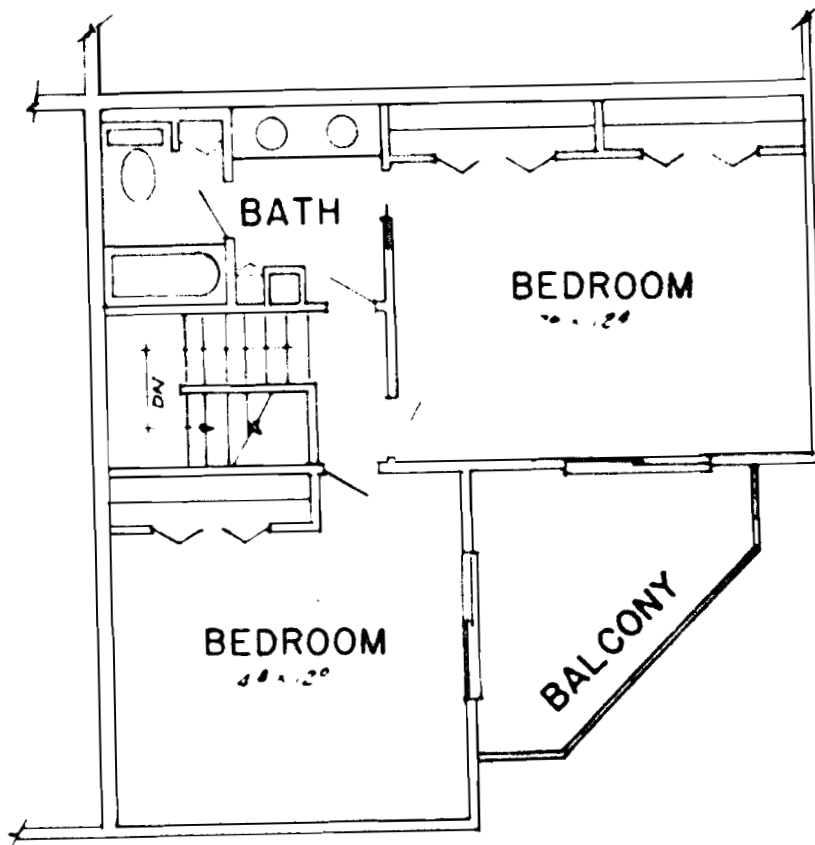
PHASE TWENTY

BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

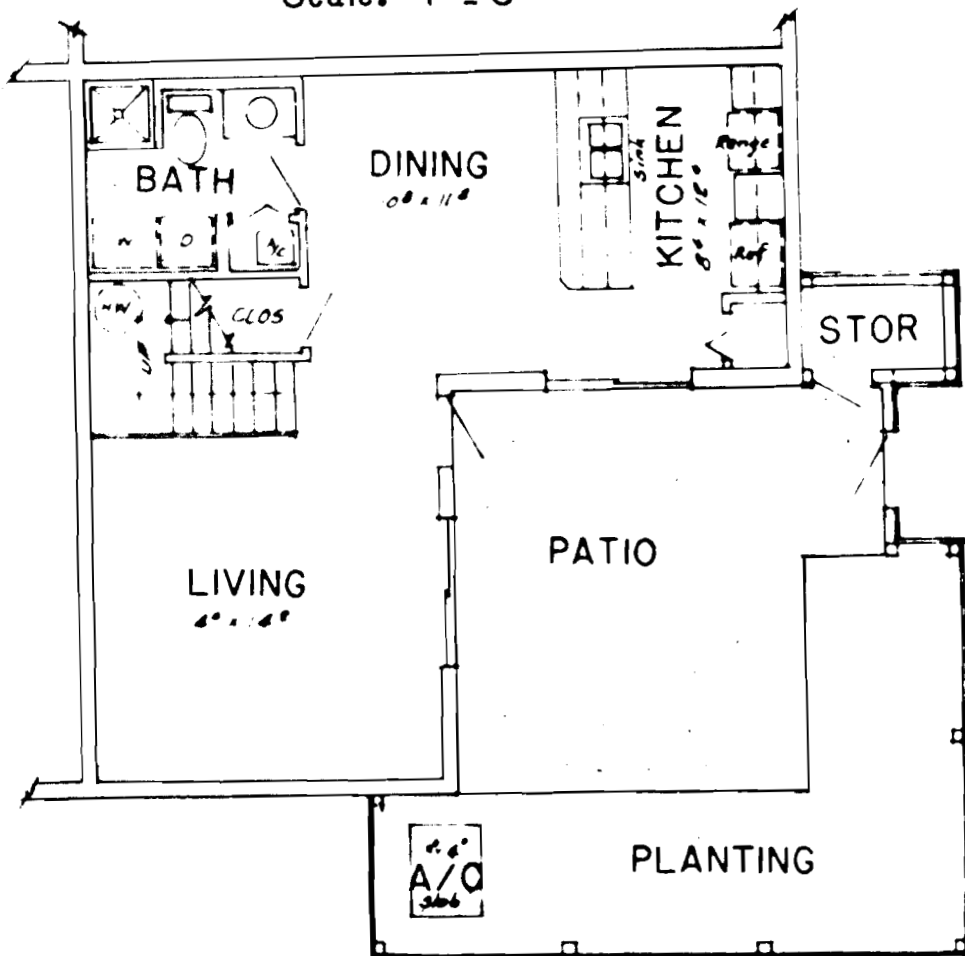
EXHIBIT W

SHEET 4 OF 7



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 20

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

NOTE: All improvements shown are proposed.

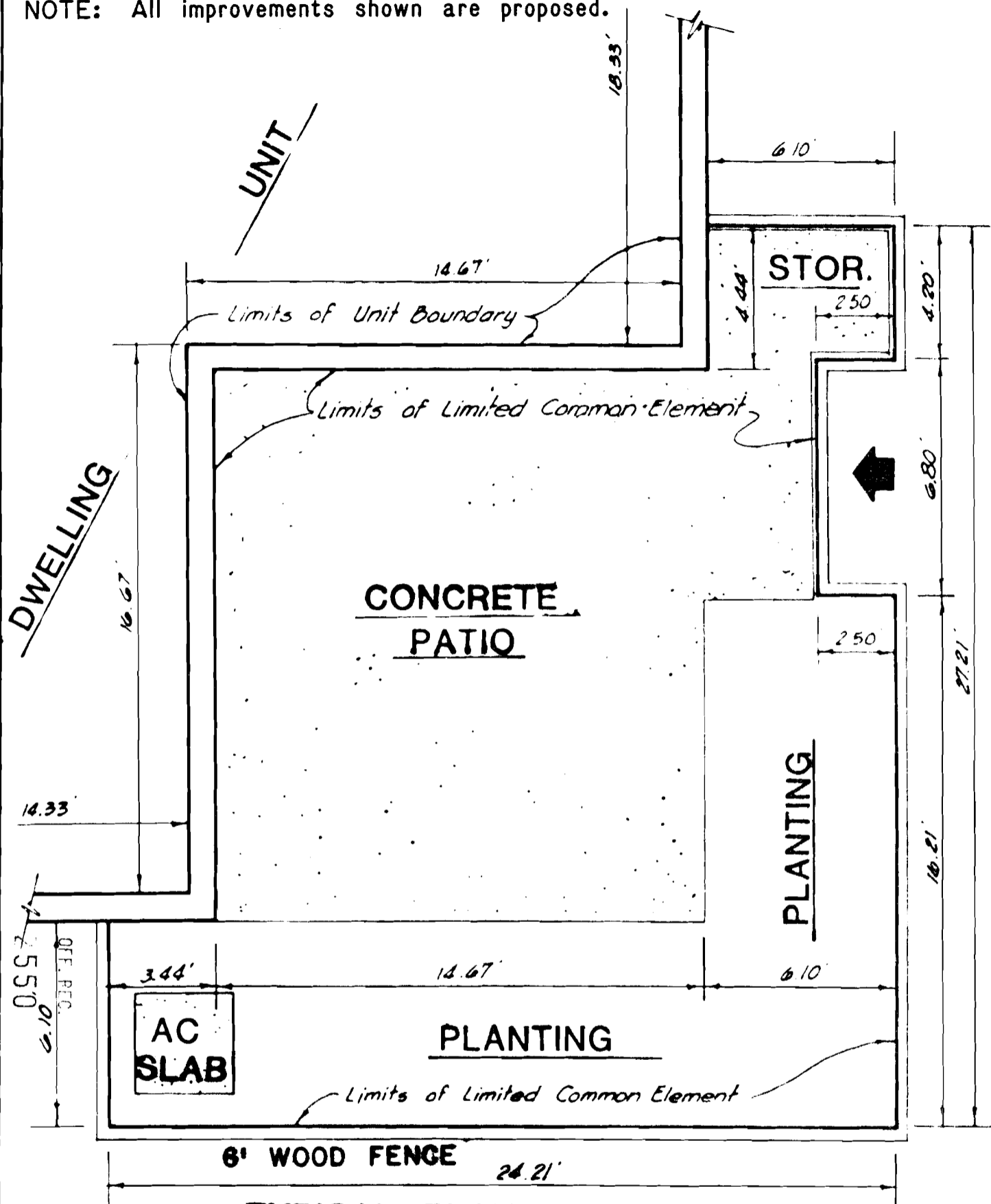
PHASE TWENTY

BANANA BAY, A CONDOMINIUM

OFF. REC.
2550

PAGE
1525

NOTE: All improvements shown are proposed.



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2001 THRU 2004**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE TWENTY

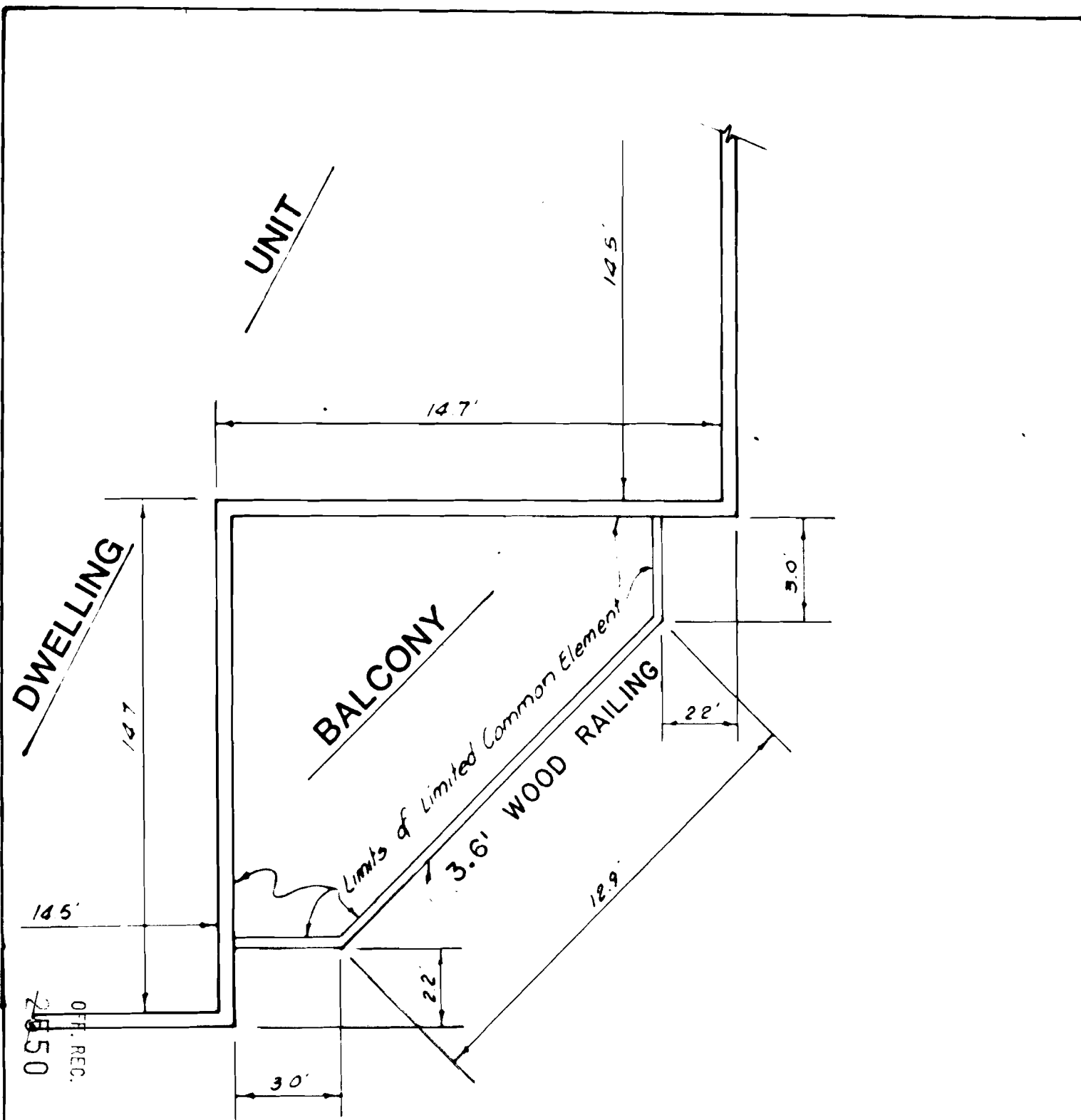
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT W

SHEET 6 OF 7

PAGE 1526



NOTE: All improvements shown are proposed.

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2001 THRU 2004**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

**PHASE TWENTY
BANANA BAY, A CONDOMINIUM**

DATE: MAY 21, 1984

EXHIBIT W

SHEET 7 OF 7

OFF. REC.
2850

PAGE
1527

79

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

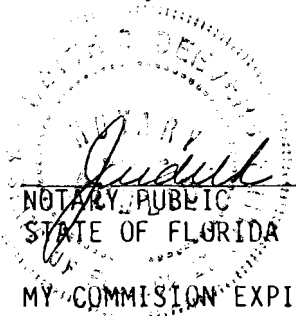
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "X" OF THE PROPOSED IMPROVEMENTS DESCRIBED HEREIN IS SUFFICIENTLY DETAILED SO THAT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF THE CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 21ST DAY OF MAY, A.D., 1984

STOTTLER STAGG & ASSOCIATES

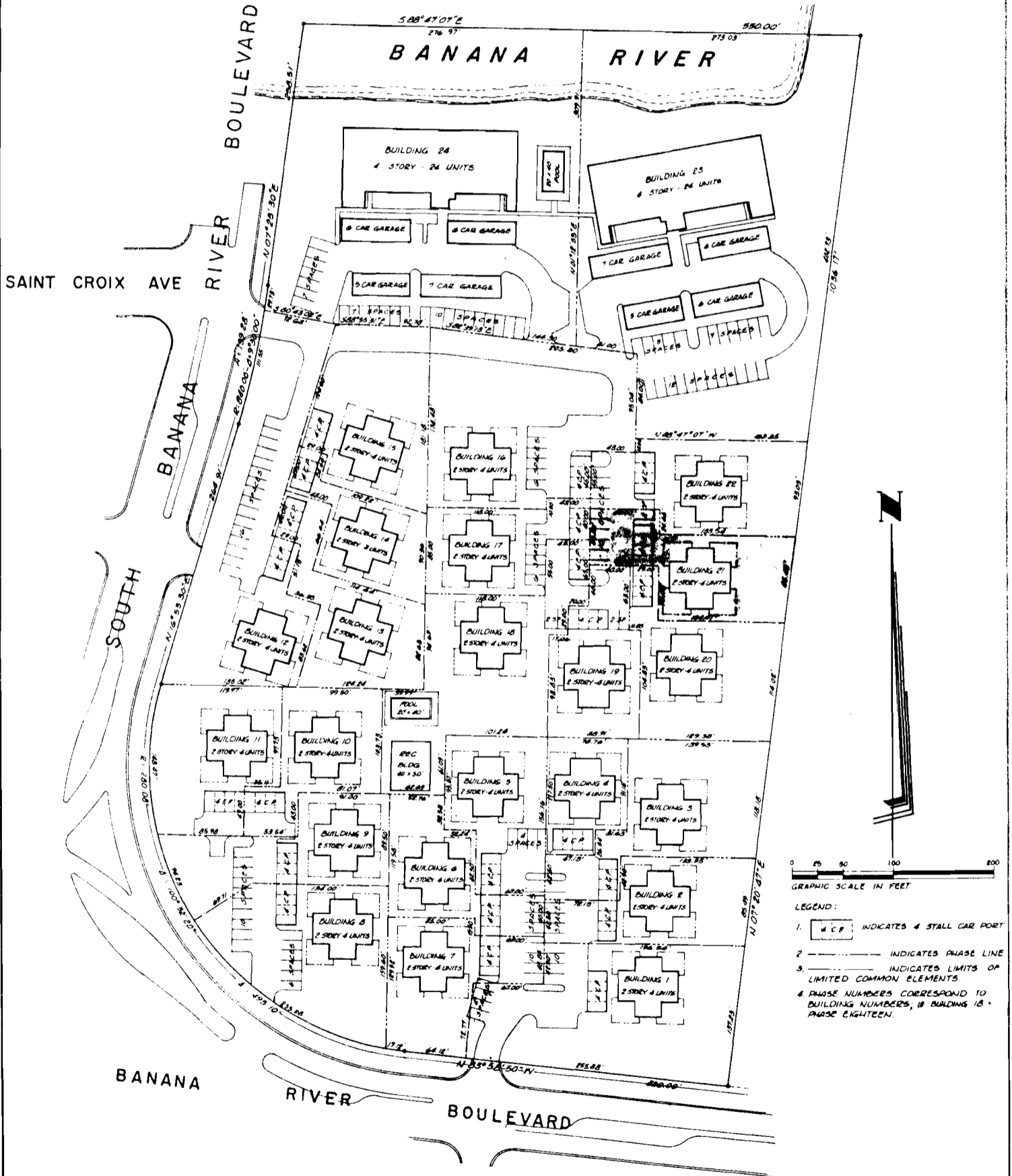
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 21ST DAY OF MAY, A.D., 1984


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 9-21-85

80

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



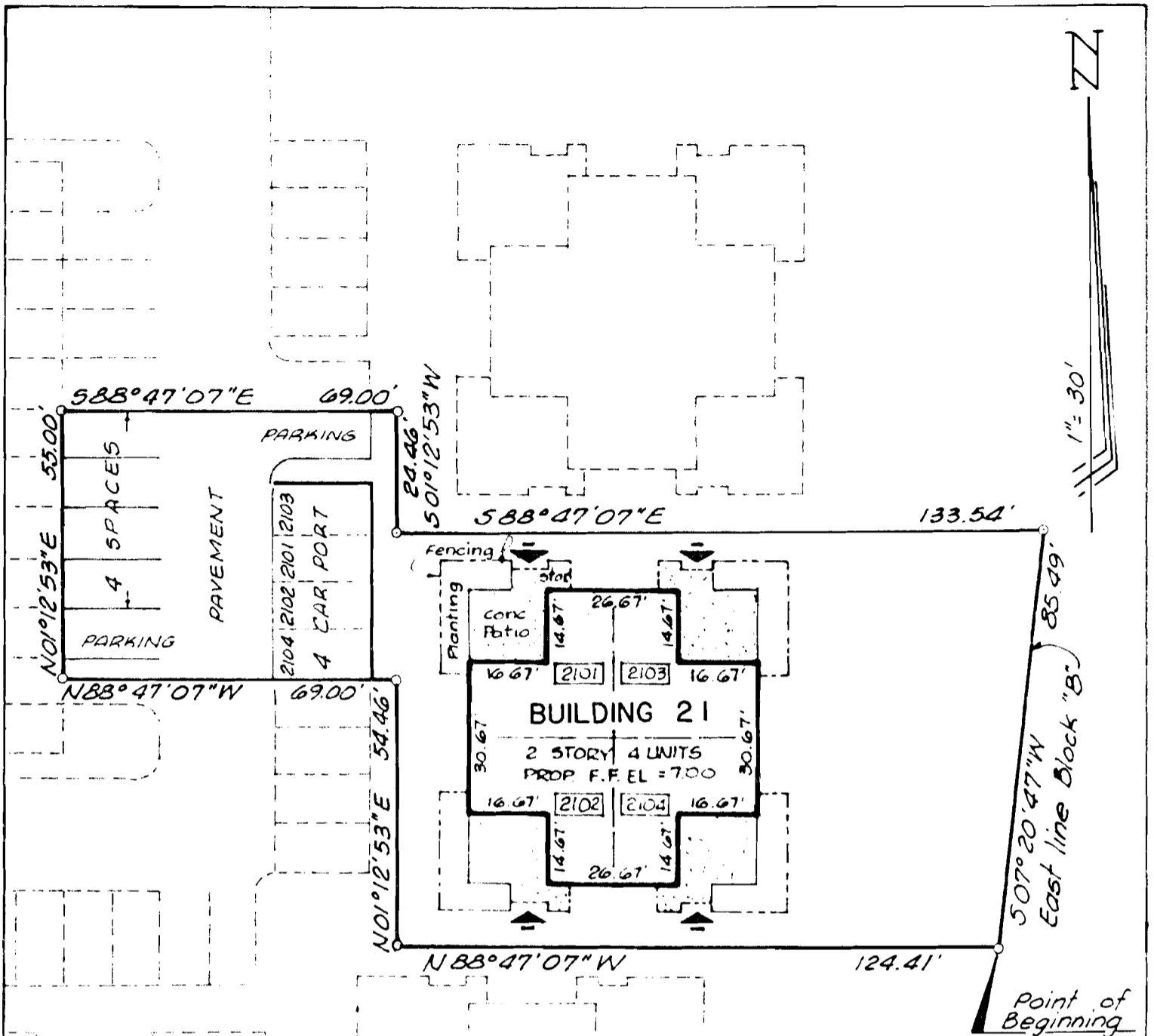
NOTE: All improvements shown are proposed.

**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**

DATE: MAY 21, 1984 2550 EXHIBIT X

1529

SHEET 2 OF 7



NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the unit numbers as shown.
2. [2101] denotes Unit number
3. Elevations are based on NGVDatum of 1929

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 454.92 FEET TO THE POINT OF BEGINNING; THENCE N88°47'07"W FOR A DISTANCE OF 124.41 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 54.46 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 55.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 69.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 24.46 FEET, THENCE S88°47'07"E FOR A DISTANCE OF 133.54 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "B"; THENCE S07°20'47"W ALONG SAID EAST LINE FOR A DISTANCE OF 85.49 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.339 ACRES MORE OR LESS.

NOTE: All improvements shown are proposed.

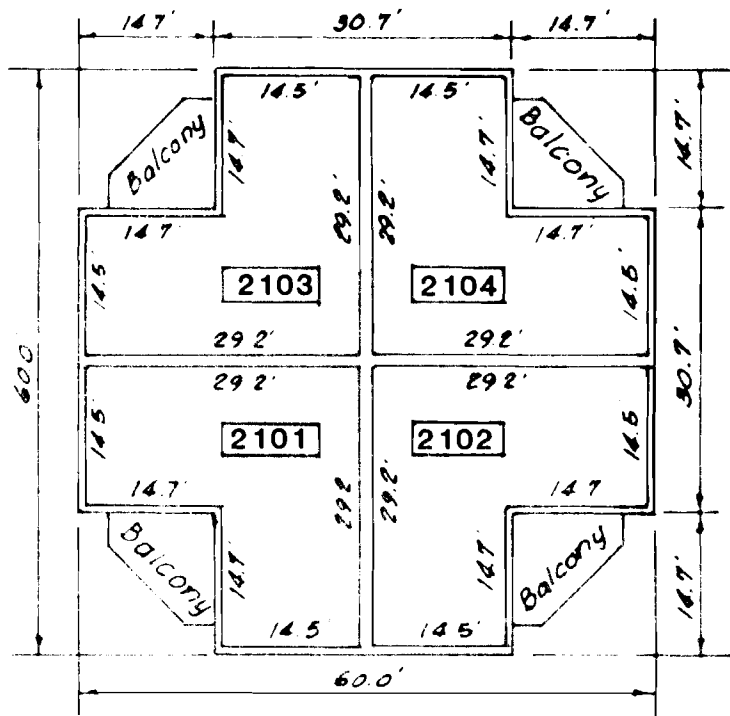
PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT X

1530

SHEET 3 OF 7

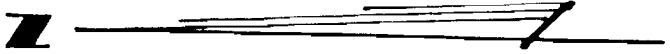


SECOND FLOOR

NOTES:

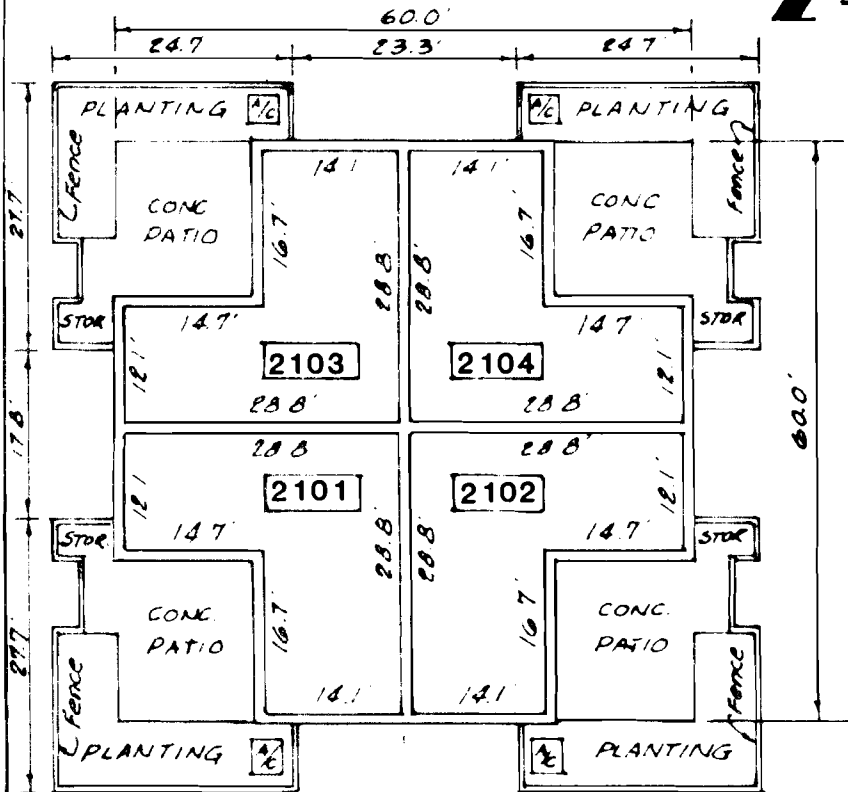
SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.98 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.98 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 7.00 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 15.00 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.



FIRST FLOOR

Scale: 1" = 20'

**BUILDING 21
FLOOR PLAN**

NOTE: All improvements shown are proposed.

SURVEYOR'S NOTES:

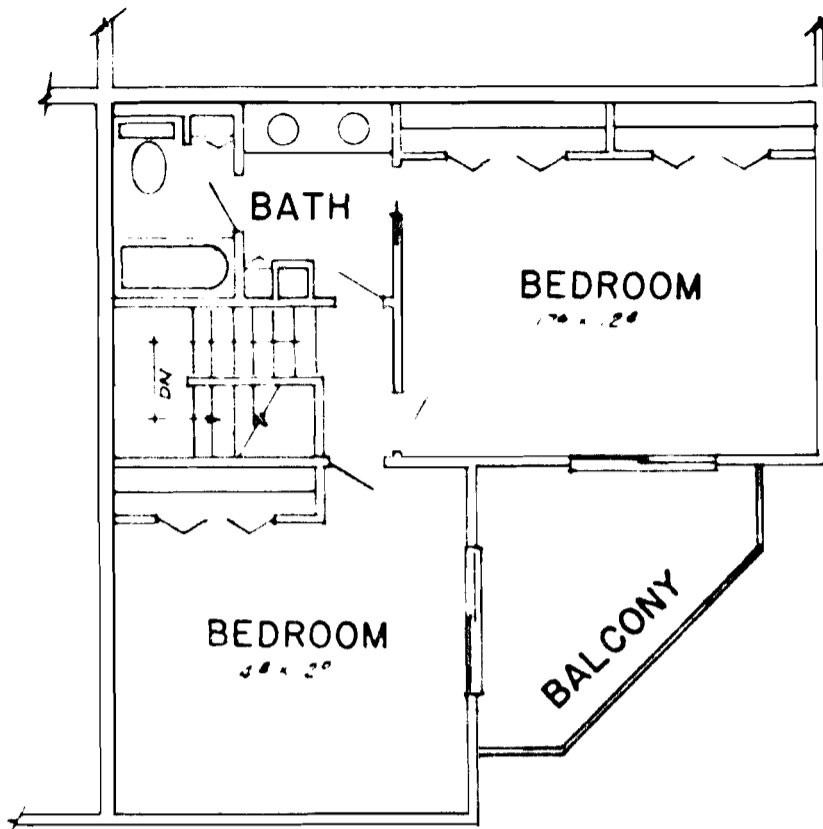
1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [2002] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**

DATE: MAY 21, 1984

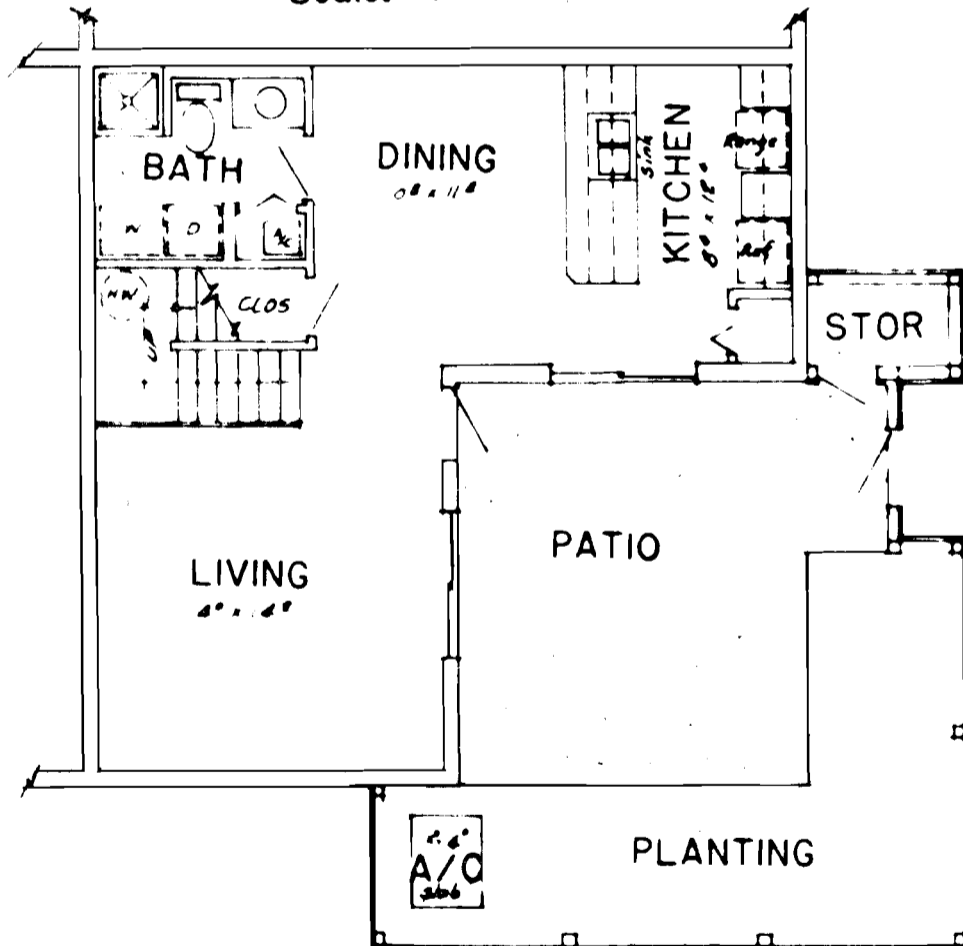
EXHIBIT X

SHEET 4 OF 7



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL

BUILDING 21

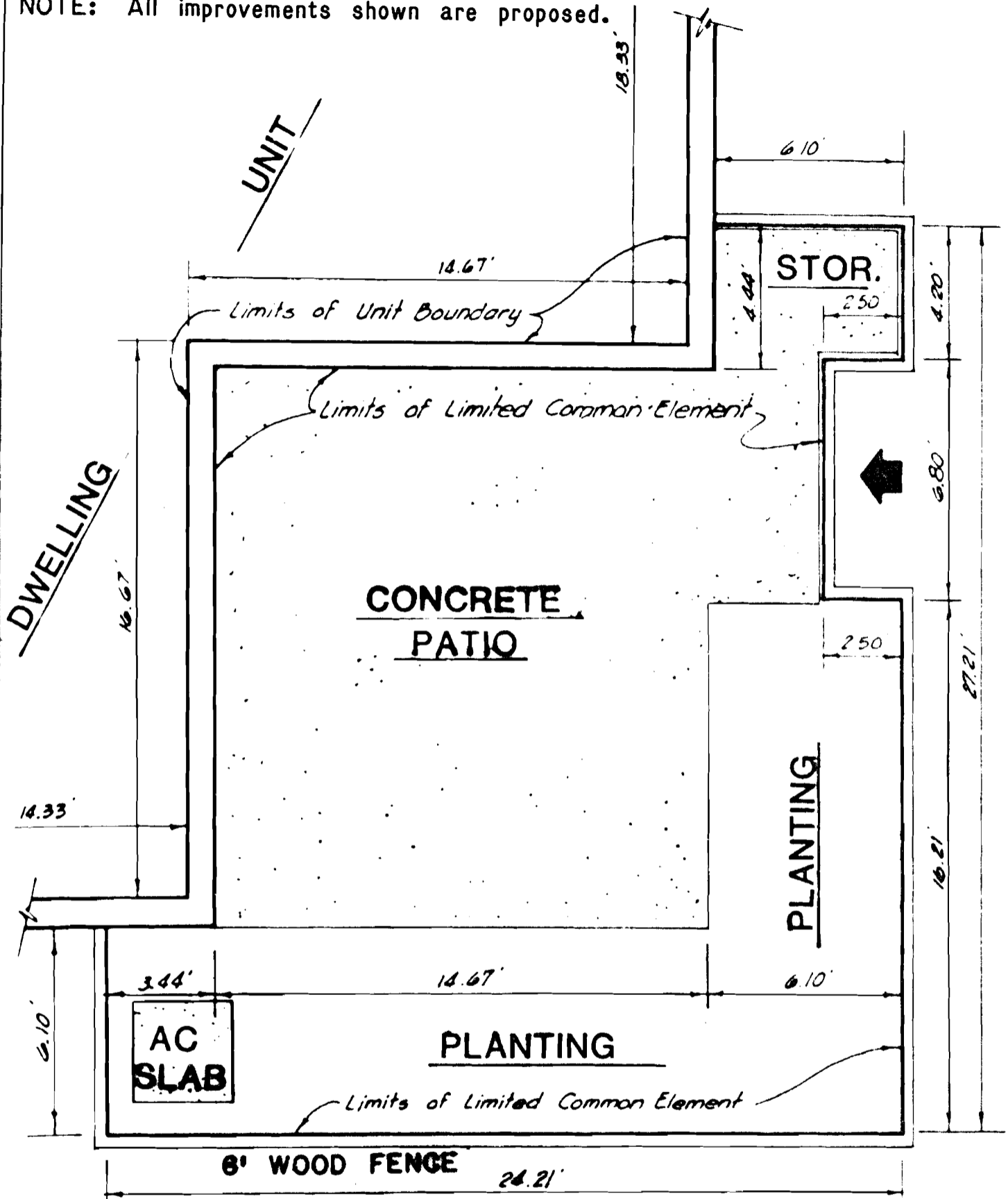
SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

NOTE: All improvements shown are proposed.

OFF. REC. **PHASE TWENTY-ONE**

BANANA BAY, A CONDOMINIUM

NOTE: All improvements shown are proposed.



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2101 THRU 2104**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

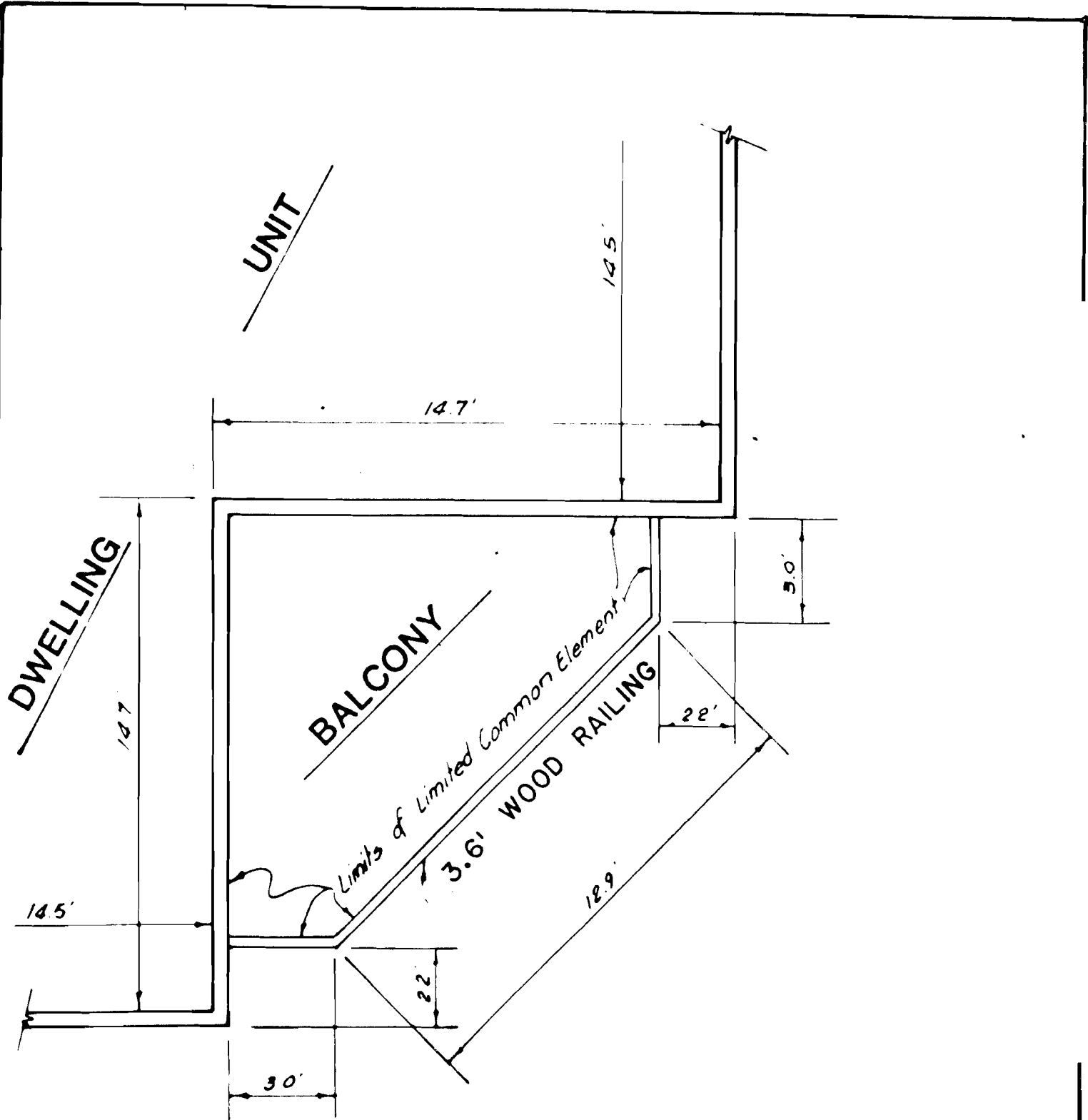
PHASE TWENTY-ONE

BANANA BAY A CONDOMINIUM

DATE: MAY 21, 1984

OFF. REC. 2550 EXHIBIT X

PAGE 1533 SHEET 6 OF 7



NOTE: All improvements shown are proposed.

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2101 THRU 2104**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "Y" OF THE PROPOSED IMPROVEMENTS DESCRIBED HEREIN IS SUFFICIENTLY DETAILED SO THAT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF THE CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 21ST DAY OF MAY, A.D., 1984

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 21ST DAY OF MAY, A.D., 1984

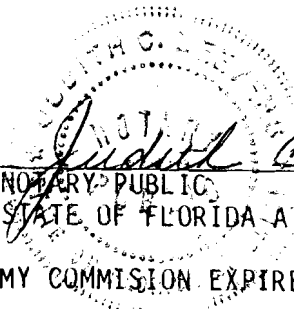
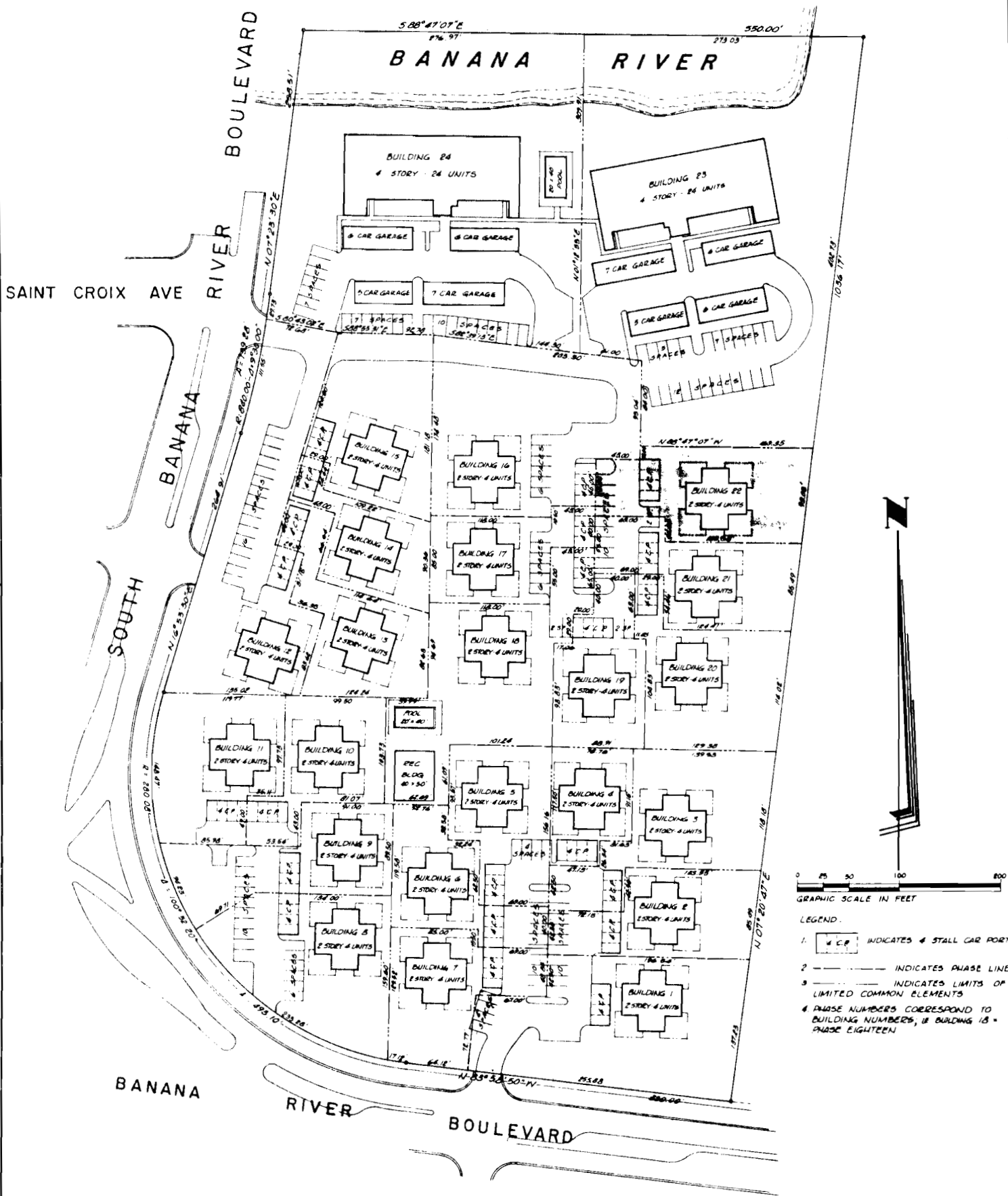

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 9-21-85

EXHIBIT "Y" SHEET 1 OF 7

OFF. REC.
2550

PAGE
1535

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



NOTE: All improvements shown are proposed.

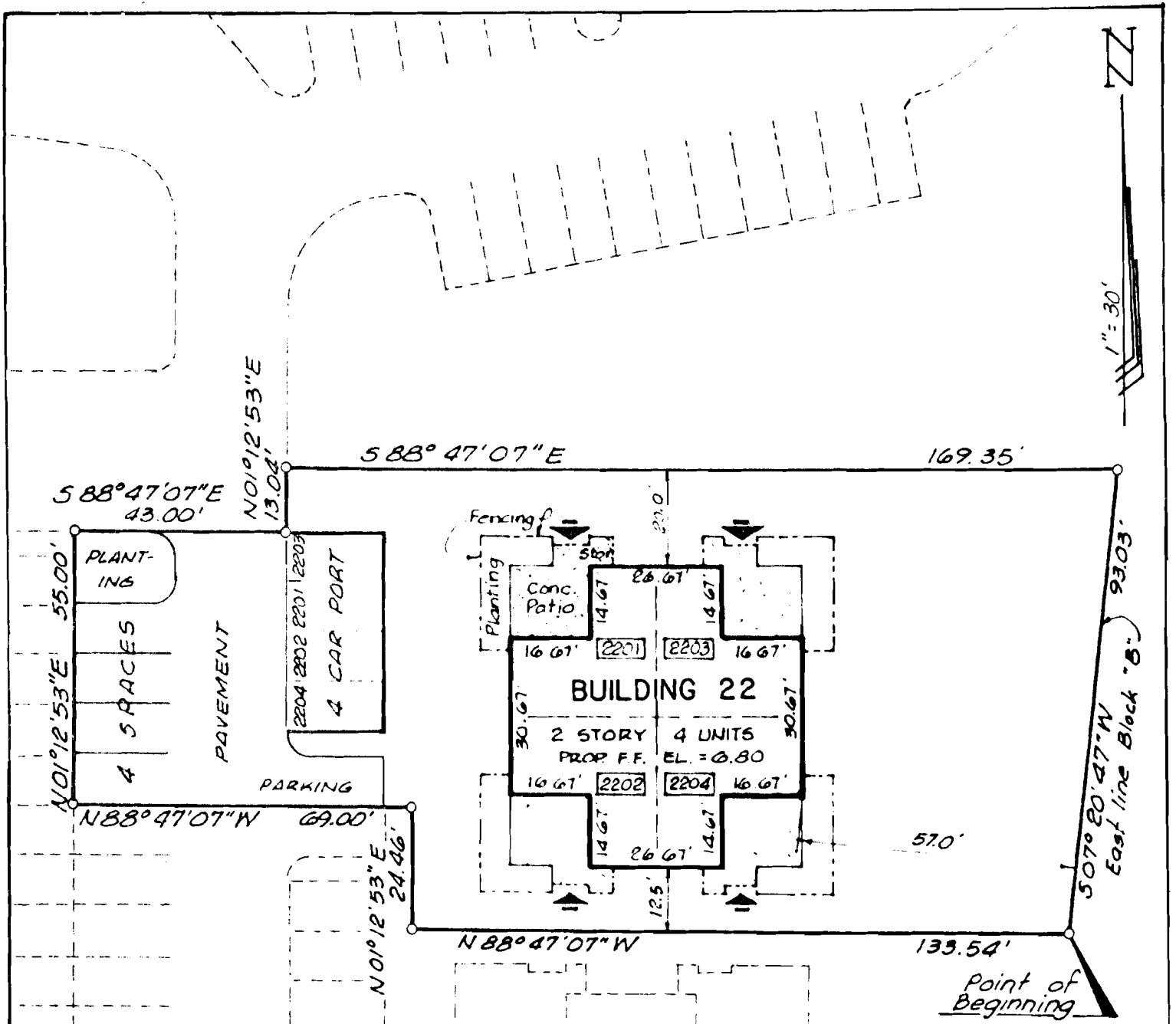
PHASE TWENTY-TWO

BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT Y

SHEET 2 OF 7



NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [2201] denotes Unit number.
3. Elevations are based on NGVDatum of 1929

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 540.41 FEET TO THE POINT OF BEGINNING; THENCE N88°47'07"W FOR A DISTANCE OF 133.54 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 24.46 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 55.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 43.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 13.04 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 169.35 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "B"; THENCE S07°20'47"W FOR A DISTANCE OF 93.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.389 ACRES MORE OR LESS.

NOTE: All improvements shown are proposed.

PHASE TWENTY-TWO
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

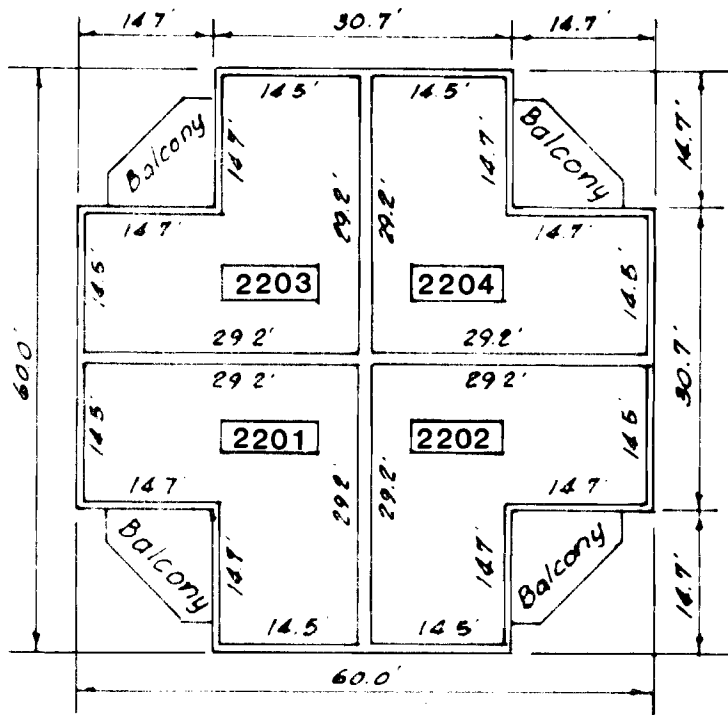
EXHIBIT Y

SHEET 3 OF 7

29

OFF. REC.
2550

PAGE
1537

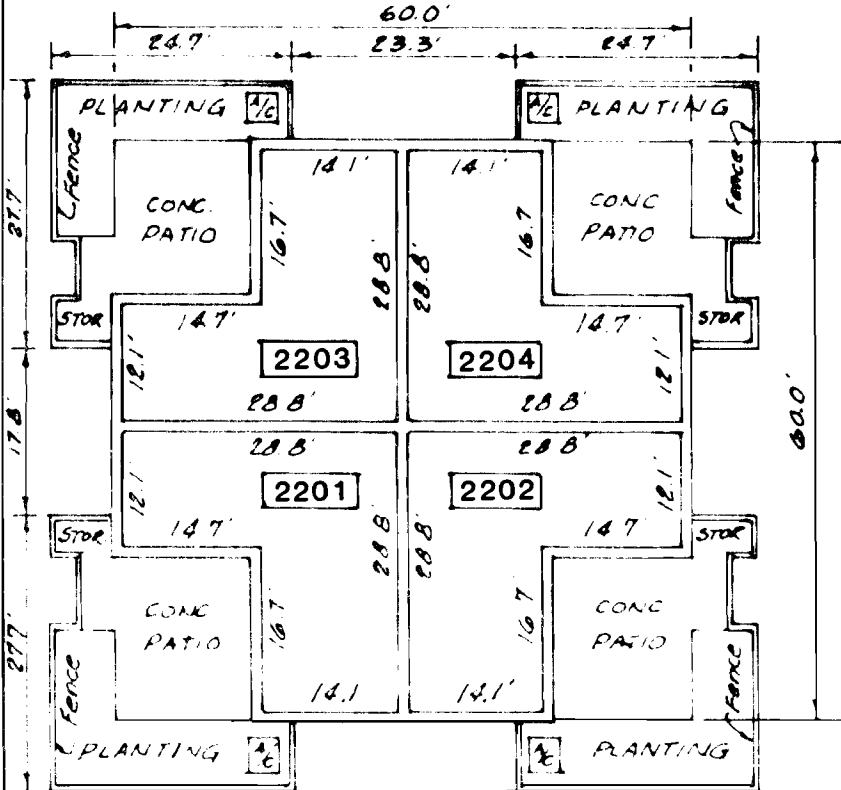


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.78 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.78 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR

Scale: 1"=20'

BUILDING 22
FLOOR PLAN

FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.80 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.80 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.

NOTE: All improvements shown are proposed.

SURVEYOR'S NOTES:

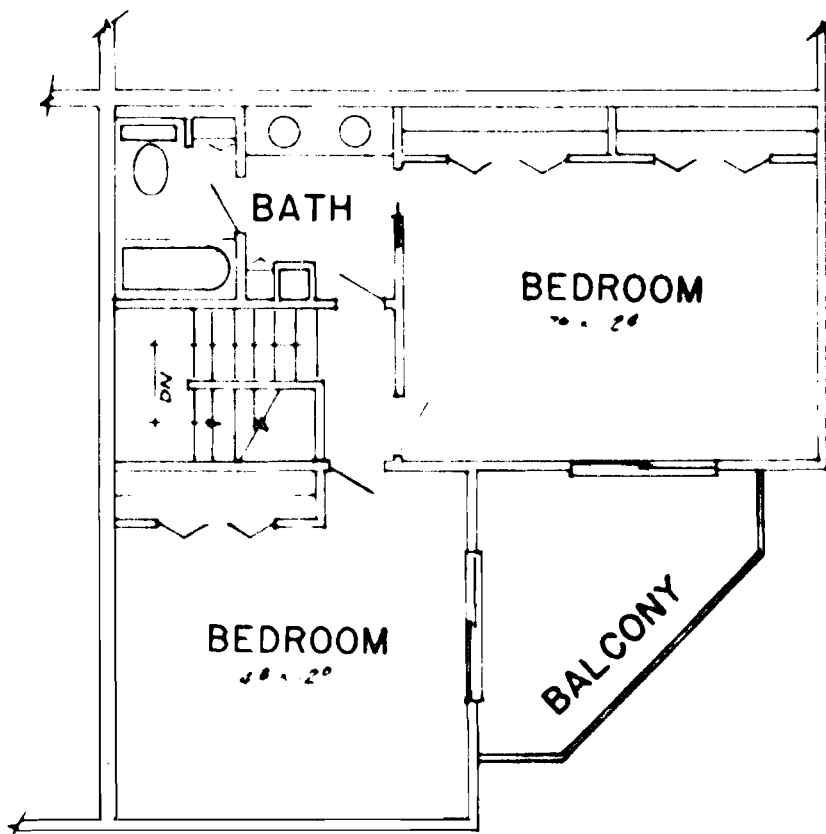
1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [2002] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE TWENTY-TWO
OFF. REC. PAGE
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

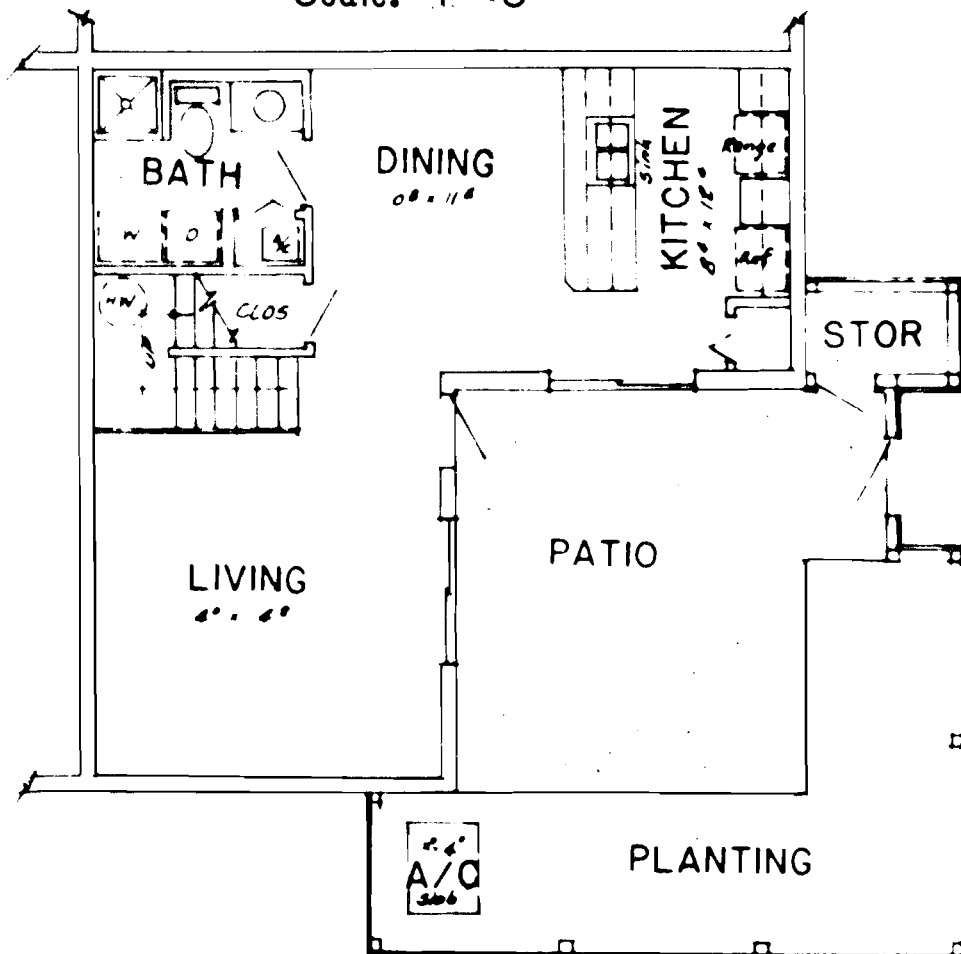
EXHIBIT Y

SHEET 4 OF 7



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

Scale: 1" = 8'



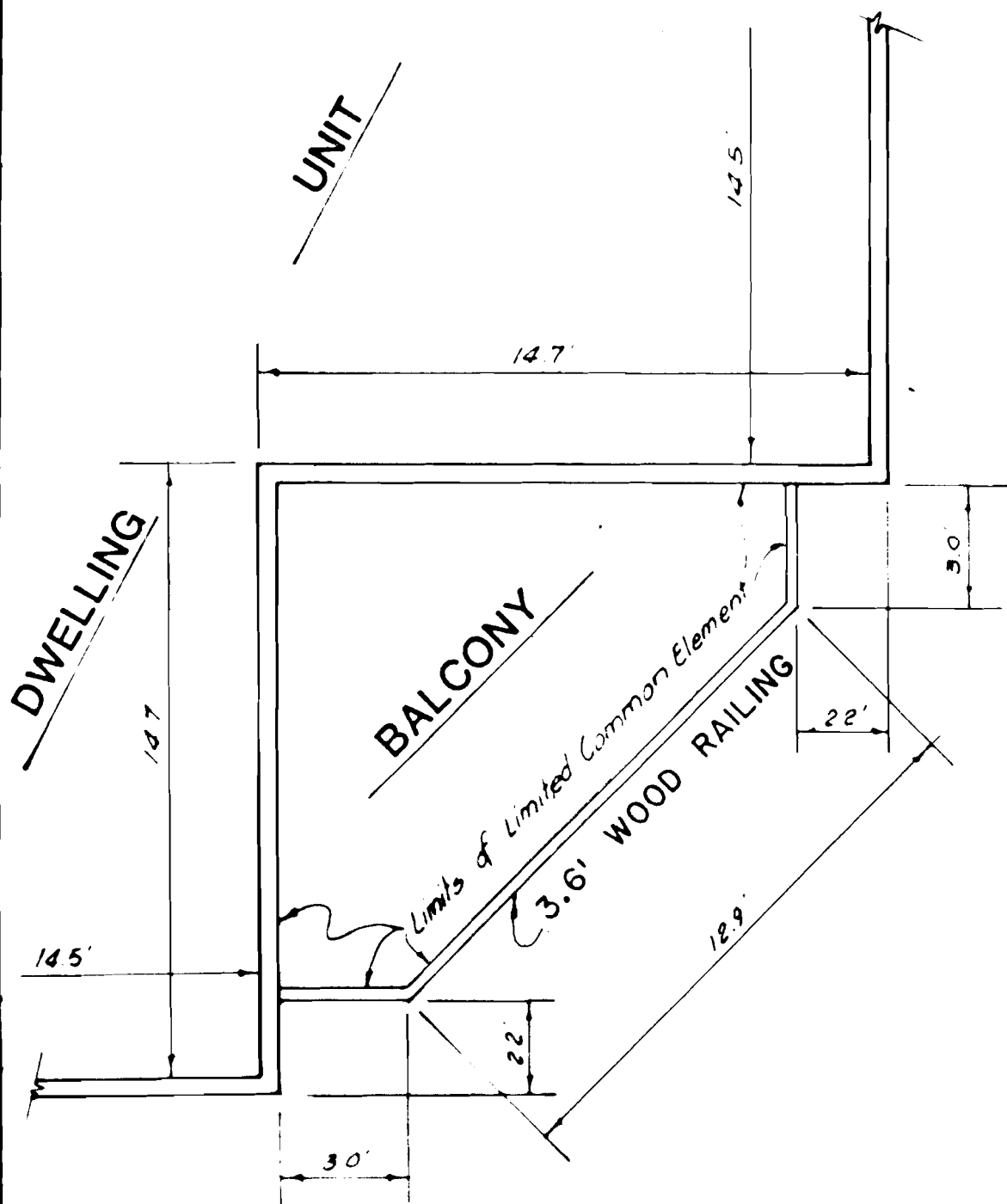
**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 22**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7 AND ARE DERIVED FROM ARCHITECT'S PLANS.

NOTE: All improvements shown are proposed.

OFF. REC. **PHASE TWENTY-TWO** PAGE

BANANA BAY, A CONDOMINIUM 1539



NOTE: All improvements shown are proposed.

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2201 THRU 2204**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7 AND WAS DERIVED FROM ARCHITECTURAL PLANS. SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

PHASE TWENTY-TWO
BANANA BAY, A CONDOMINIUM

DATE: MAY 21, 1984

EXHIBIT Y

SHEET 7 OF 7

Handwritten initials

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER VIEW DEVELOPMENT CORPORATION, pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902 and as amended in Official Records Book 2455, Page 1754, and as amended in Official Records Book 2483, Page 871, and as amended in Official Records Book 2445, Page 778, and as amended in Official Records Book 2550, Page 1490, of the Public Records of Brevard County, Florida, Article XIII, hereby amends said Declaration above described as follows:

- 1. Delete Exhibits "X" and "Y", respectively, in their entirety, and substitute attached Exhibits "X" and "Y" therefor.
2. The recreation facilities mentioned in Article II are hereby amended as follows:

RECREATION ROOM In Phase 18, delete the men's sauna and the women's sauna, and add the following:

- A) HYDRO SPA
Size 6'7 x 6'7
Depth 6'7"
Approximate Capacity 6 persons
Estimated Date of Completion March 1, 1985
B) EXERCISE ROOM
Floor Area 15' x 20'
Location Recreation Building
Capacity 15 persons
Estimated Date of Completion March 1, 1985

REC'D FEE \$ 65.00
REC'D PAYMENT AS
DEPOSIT \$
INT TAX \$
SERV CHRG \$
REFUND \$
REC'D BY: [Signature]
1985 JAN 21 PM 2:38

The exercise room will be equipped with weights, weight bench, rowing machine, and exercise bench.

In addition, the Developer will provide four tables and 16 chairs in the game room.

3. The Manager's apartment shall be Unit #1501. The Developer shall obtain mortgage financing for the unit in an amount not exceeding \$72,000.00. The Association shall receive title to the unit and shall assume the mortgage and shall make all payments due thereunder. In addition, the Association shall reimburse the Developer for all expenses incurred by the Developer in obtaining the mortgage, including points, mortgagee title insurance, etc.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed on this the 17th day of January, 1985.

Signed, sealed and delivered in the presence of:
[Signature: Jennifer Decker]

WONDER VIEW DEVELOPMENT CORPORATION
BY: [Signature: William M. Young]
WILLIAM M. YOUNG, President

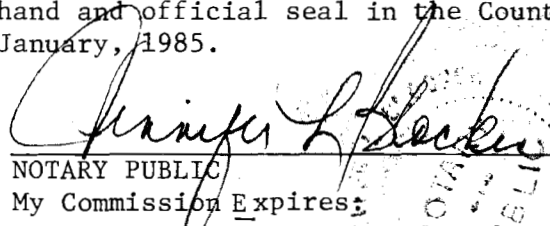
STATE OF FLORIDA :
COUNTY OF BREVARD :

I HEREBY CERTIFY that on this day before me personally appeared WILLIAM M. YOUNG, as President of WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, to me known and known to be the person described in and who executed the foregoing

OFF. REC. 7571 PAGE 0326

instrument for the uses and purposes therein mentioned, with full corporate authority,
and the said instrument is the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County
and State last aforesaid, on this 17th day of January, 1985.


NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
BONDED IN FULL BY THE GRANCE UND...
MY COMMISSION EXPIRES JULY 4, 1986

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
COUNTY OF BREVARD) SS

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONNALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

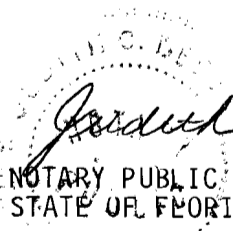
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "X" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS
16TH DAY OF JANUARY, A.D., 1985

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

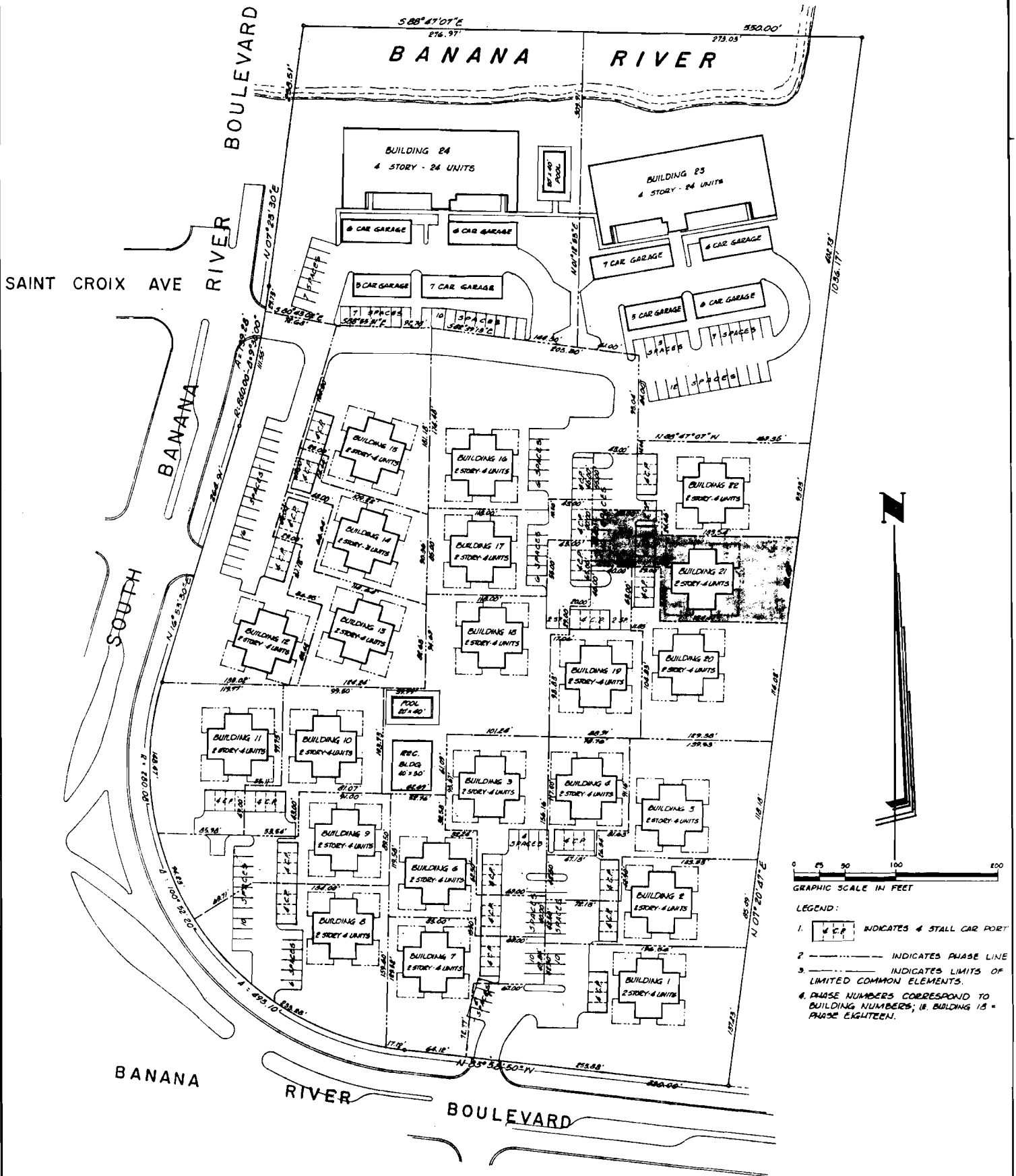
SWORN AND SUBSCRIBED BEFORE ME
THIS 16TH DAY OF JANUARY, A.D. 1985


Jessie C. Spencer
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES 9-21-85

EXHIBIT "X" SHEET 1 OF 7

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**

DATE: 15 JAN 1985

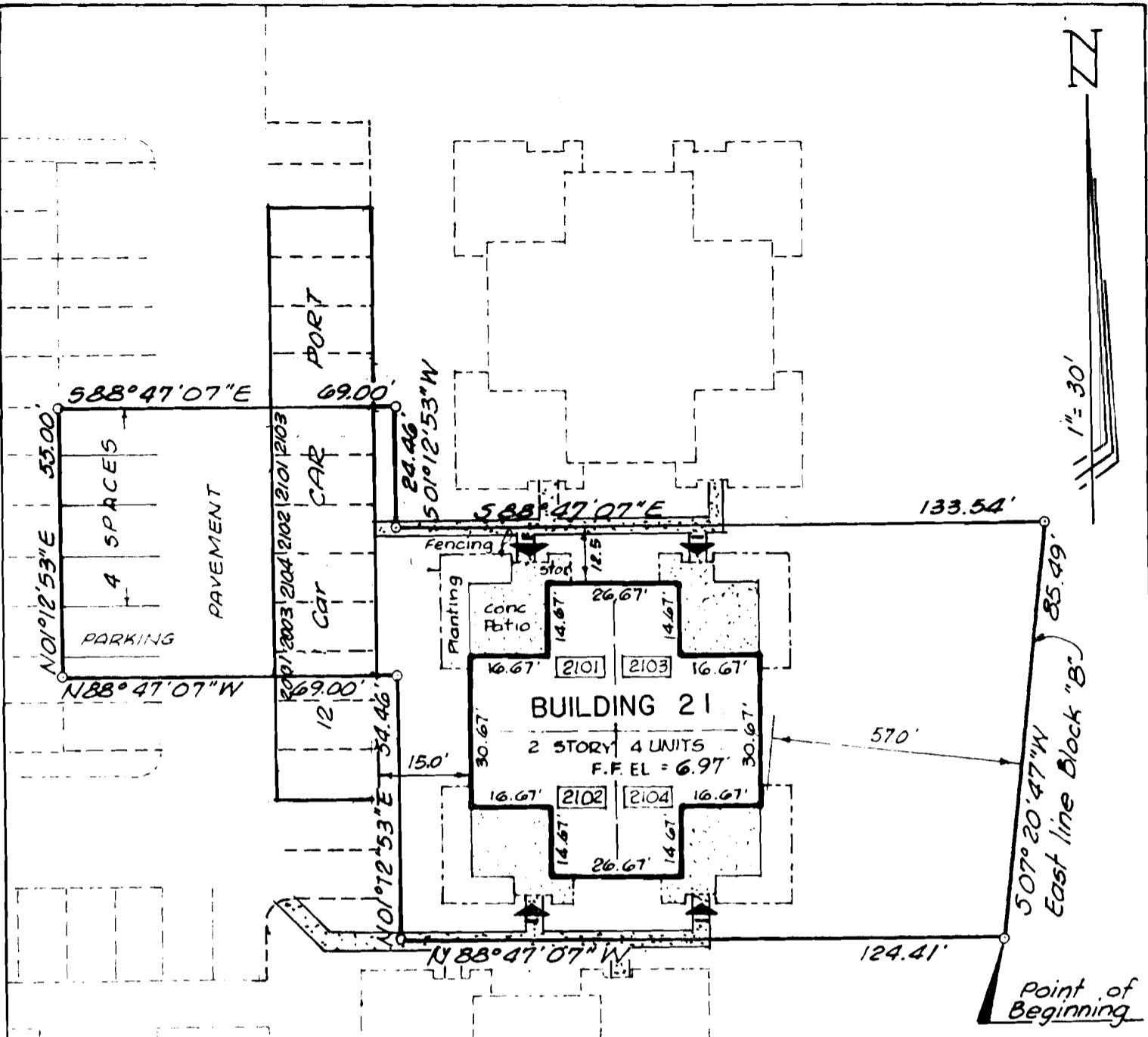
OFF EXHIBIT X

PAGE SHEET 2 OF 7

73

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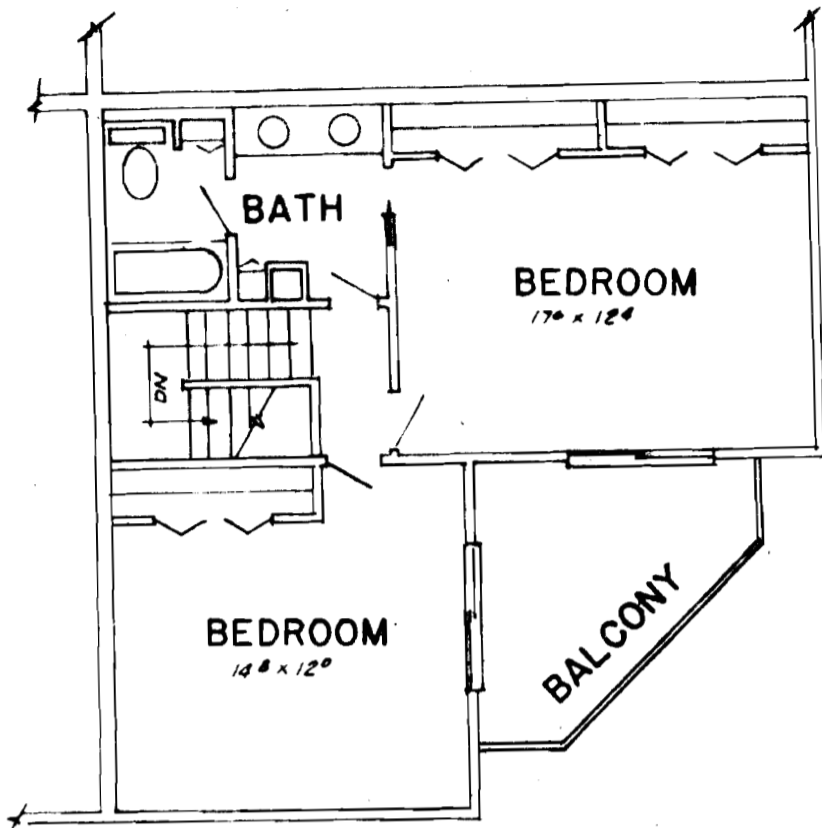


NOTE:

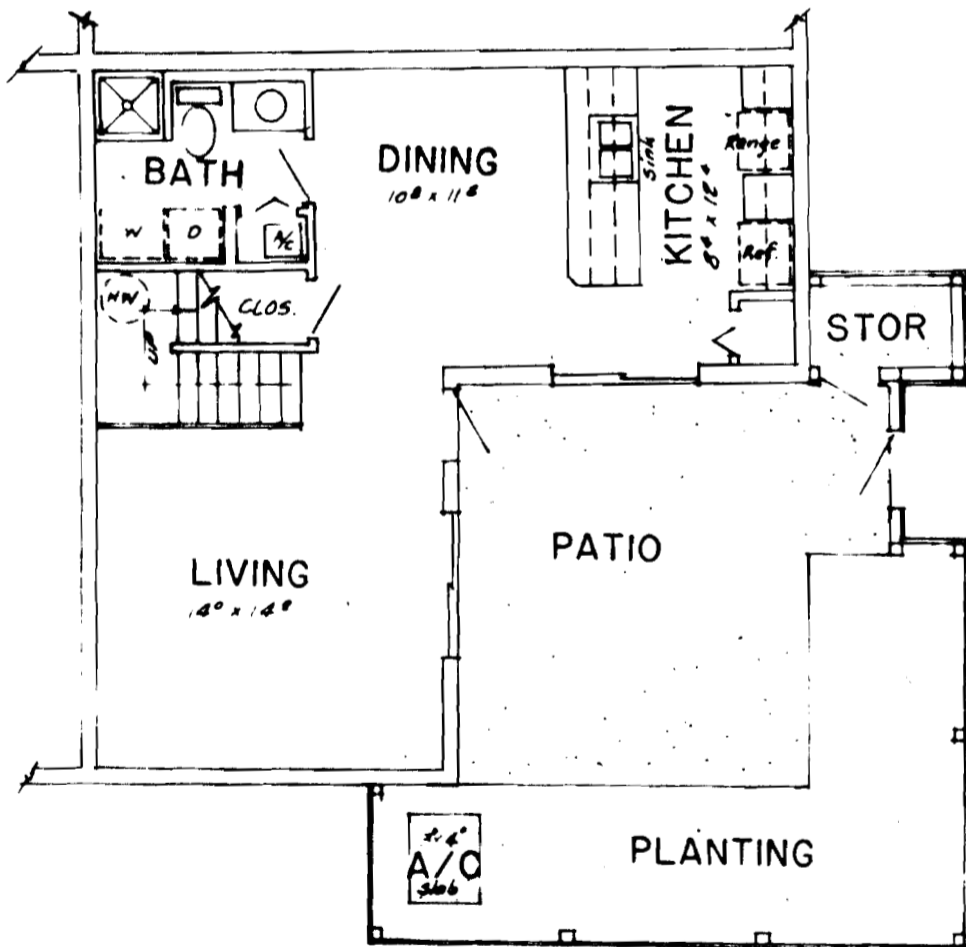
1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [2101] denotes Unit number
3. Elevations are based on NGVDatum of 1929.

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 454.92 FEET TO THE POINT OF BEGINNING; THENCE N88°47'07"W FOR A DISTANCE OF 124.41 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 54.46 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 55.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 69.00 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 24.46 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 133.54 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "B"; THENCE S07°20'47"W ALONG SAID EAST LINE FOR A DISTANCE OF 85.49 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.339 ACRES MORE OR LESS.

**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

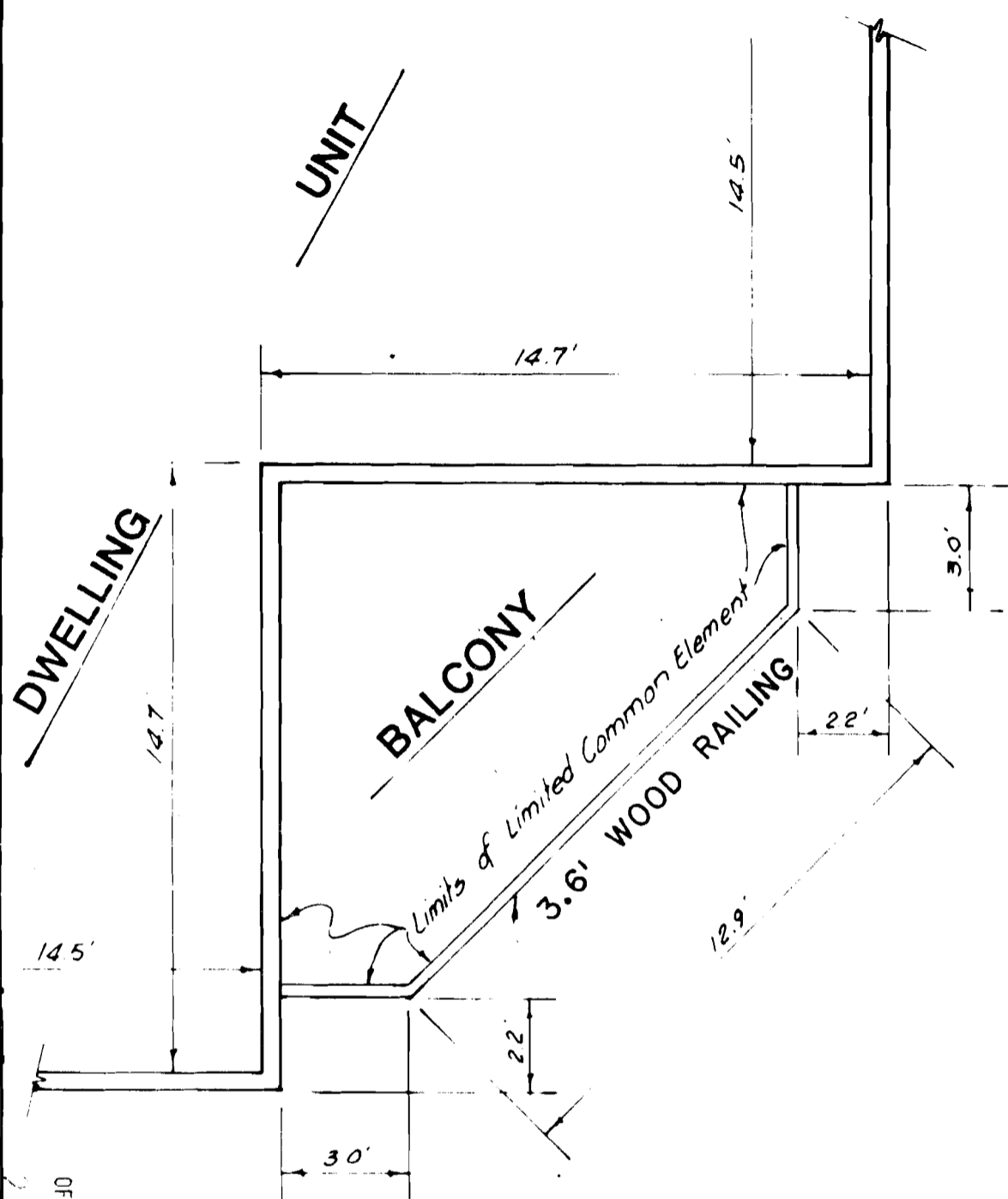


**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 21**

SURVEYOR'S NOTE:
SHEET 4 OF 7

THESE PLANS REFER TO NOTE 5 ON

**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**



OFF. REC.
2571

**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2101 THRU 2104**

SCALE 1/4" = 1'-0"

PAGE
0334

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

**PHASE TWENTY-ONE
BANANA BAY, A CONDOMINIUM**

DATE: 15 JAN 1985

EXHIBIT X'

SHEET 7 OF 7

CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

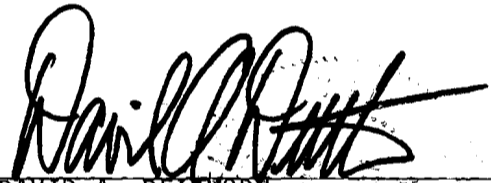
STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

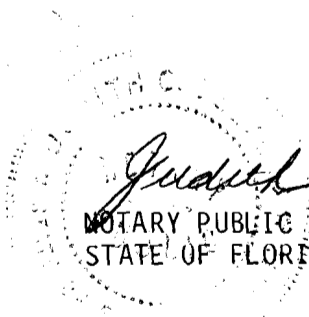
I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "Y" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS
16TH DAY OF JANUARY , A.D., 1985

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

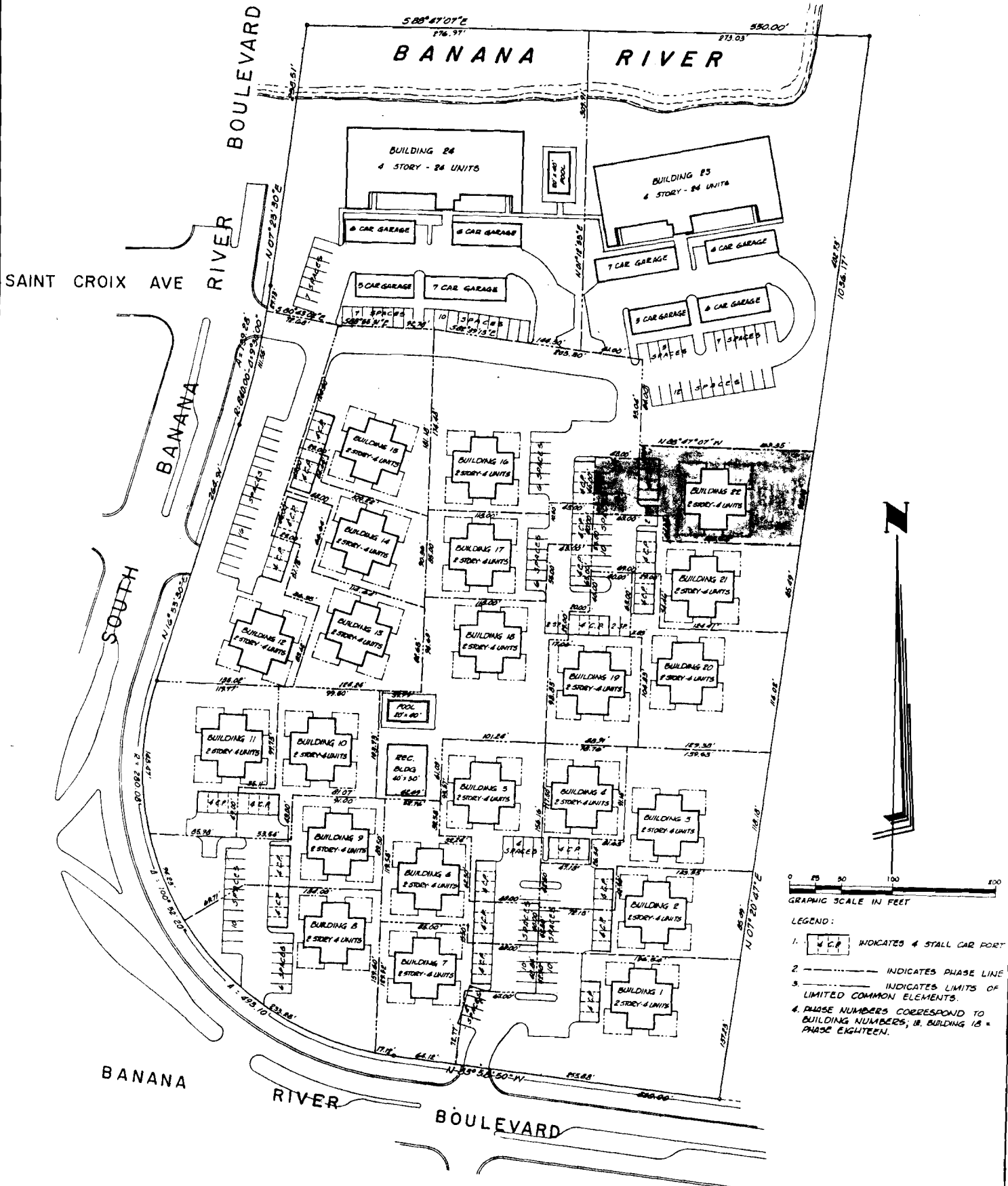
SWORN AND SUBSCRIBED BEFORE ME
THIS 16TH DAY OF JANUARY , A.D. 1985


Judith C. Dennis
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES 9-21-85

EXHIBIT "Y" SHEET 1 OF 7

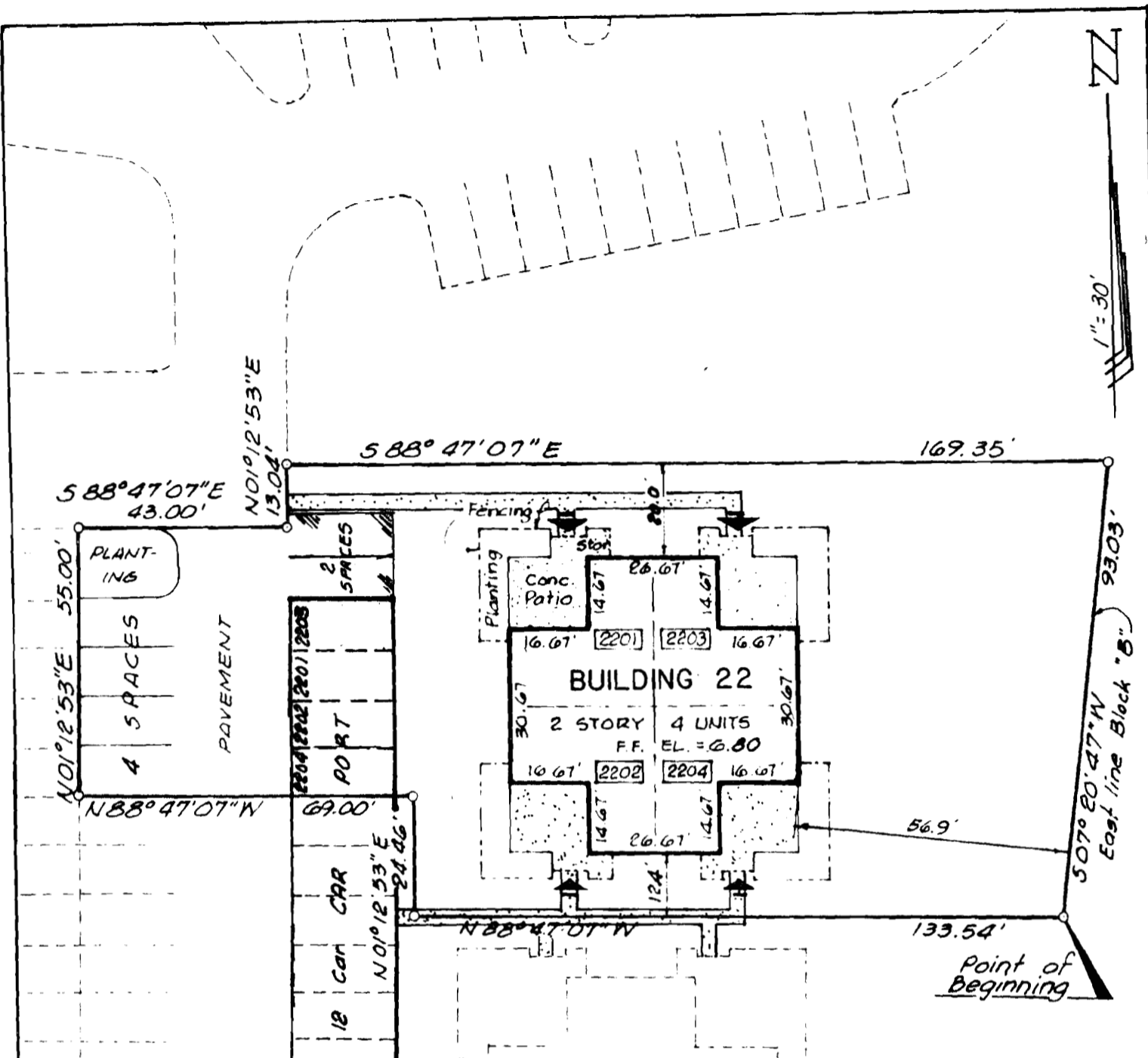
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



**PHASE TWENTY-TWO
BANANA BAY, A CONDOMINIUM**

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NOTE:

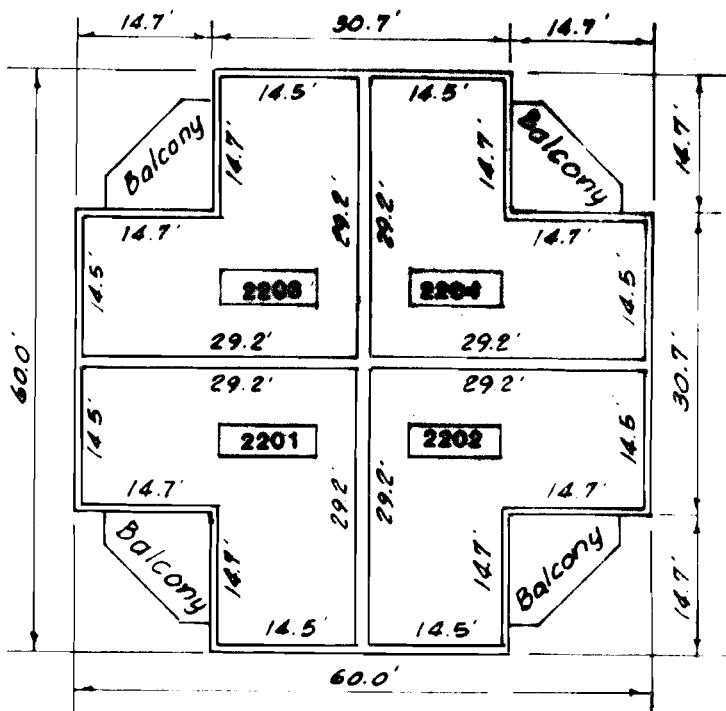
1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [2201] denotes Unit number.
3. Elevations are based on NGVDatum of 1929

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 540.41 FEET TO THE POINT OF BEGINNING; THENCE N88°47'07"W FOR A DISTANCE OF 133.54 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 24.46 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 69.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 55.00 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 43.00 FEET; THENCE N01°12'53"E FOR A DISTANCE OF 13.04 FEET; THENCE S88°47'07"E FOR A DISTANCE OF 169.35 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "B"; THENCE S07°20'47"W FOR A DISTANCE OF 93.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.389 ACRES MORE OR LESS.

PHASE TWENTY-TWO BANANA BAY, A CONDOMINIUM

PAGE

0337

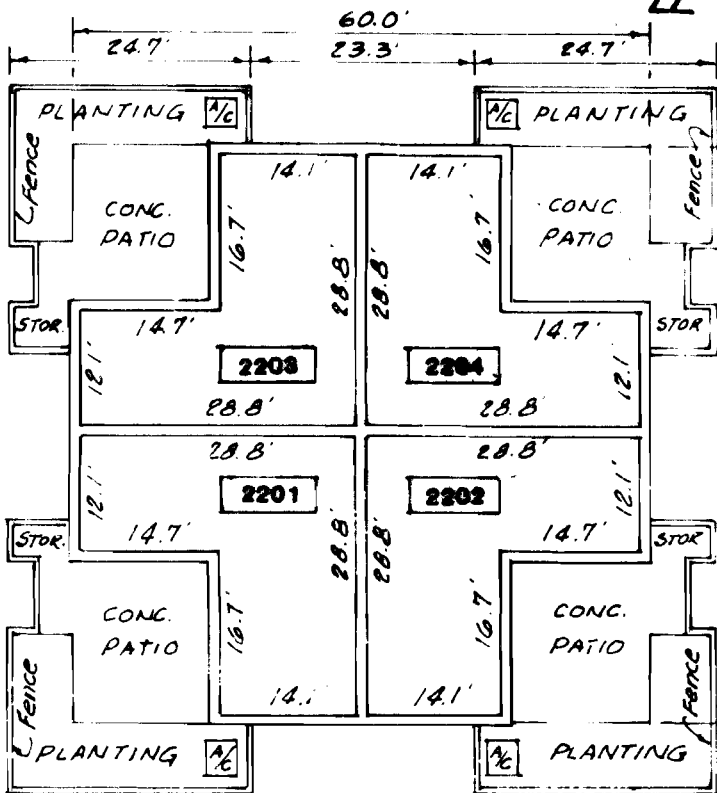
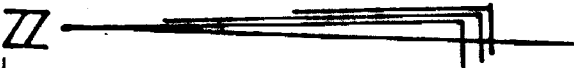


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.78 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.77 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR

FIRST FLOOR ONLY

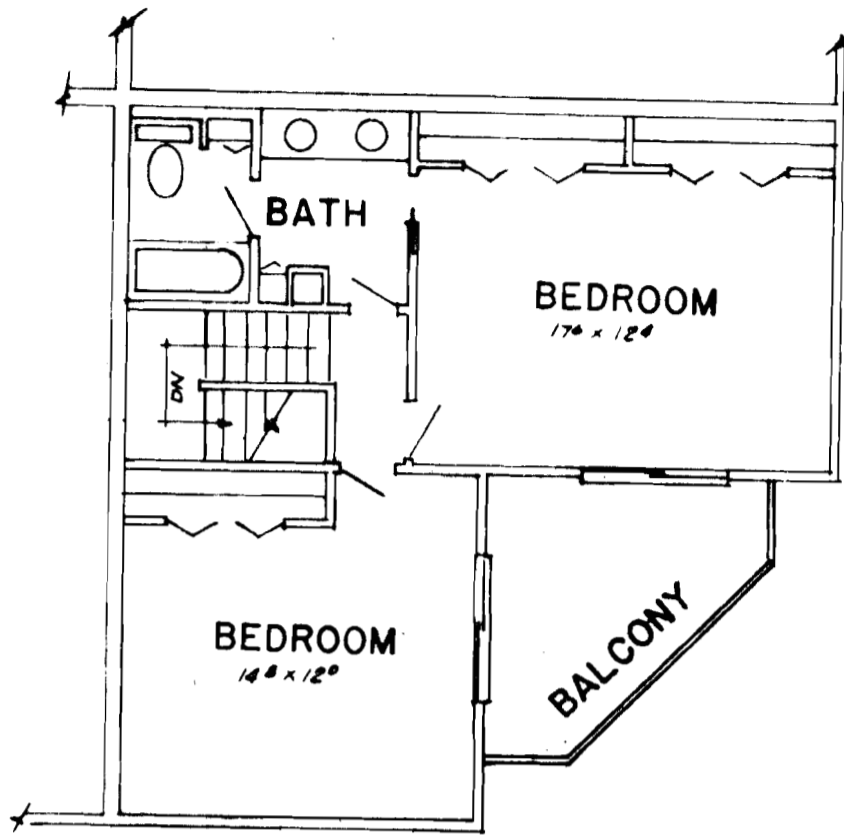
1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.80 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.77 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.

**BUILDING 22
FLOOR PLAN**

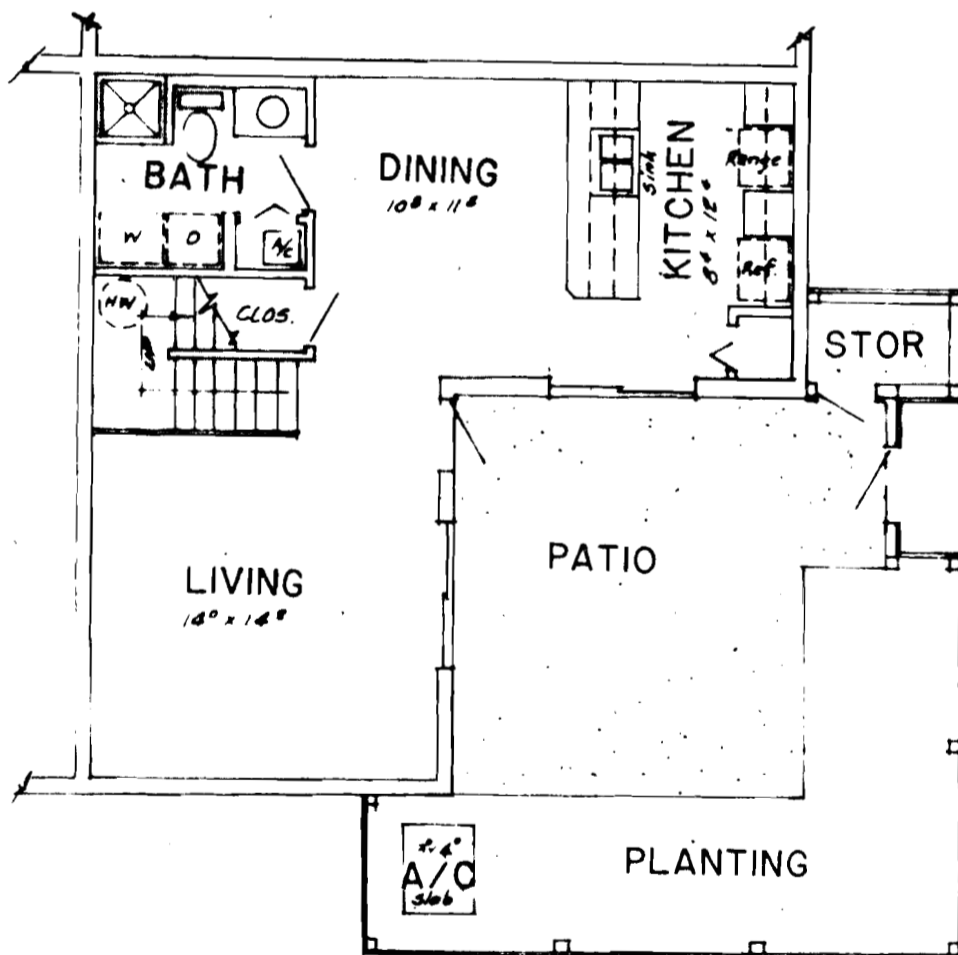
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [2201] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

**PHASE TWENTY-TWO
BANANA BAY, A CONDOMINIUM**



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL

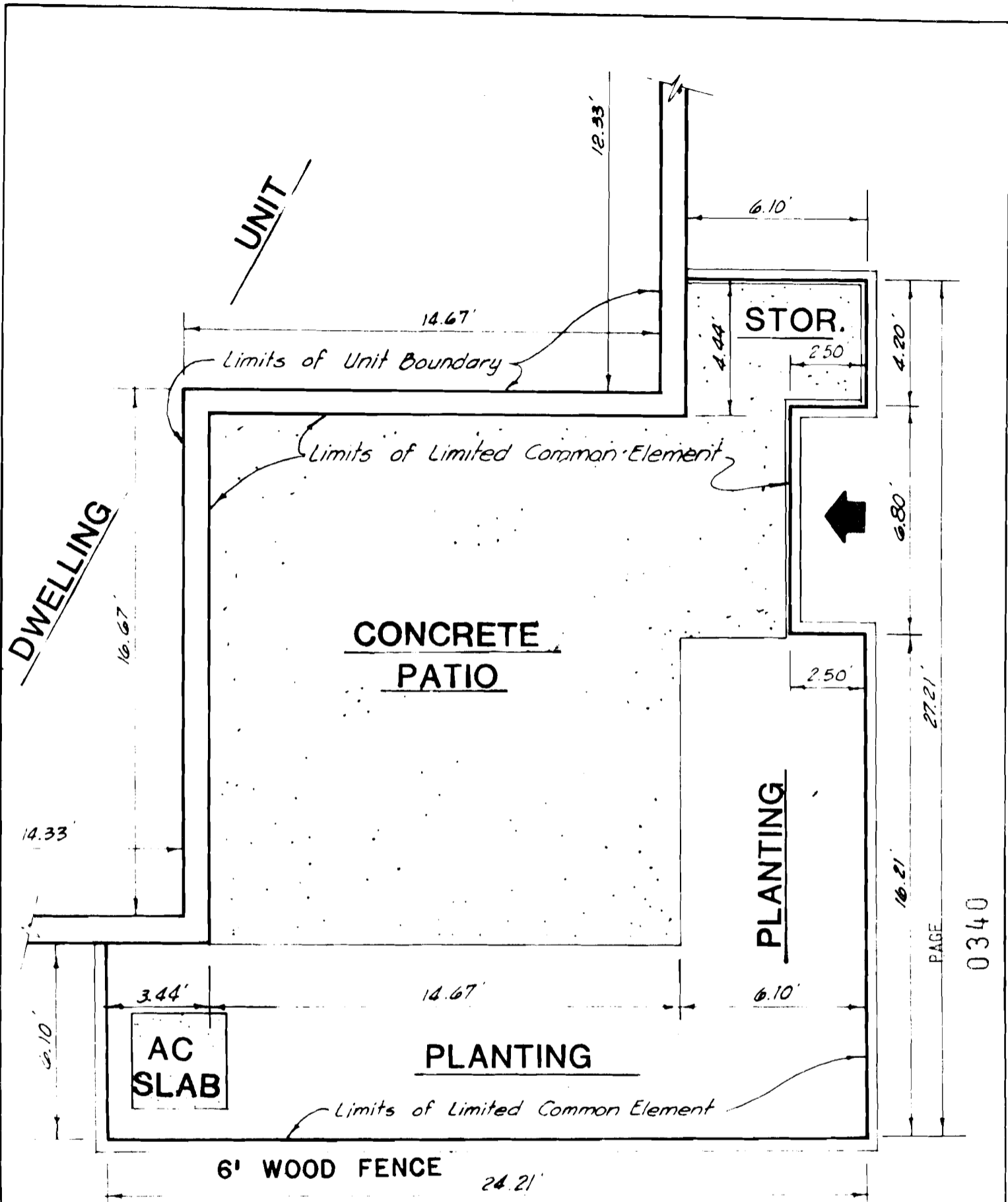


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PAGE 0339

**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 22**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7

**PHASE TWENTY-TWO
BANANA BAY, A CONDOMINIUM**



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
2201 THRU 2204**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND
SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE TWENTY-TWO

BANANA BAY, A CONDOMINIUM

DATE: 15 JAN 1985

EXHIBIT Y

SHEET 6 OF 7

PAGE 0340
OFF. REC. 2571

AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
BANANA BAY, A CONDOMINIUM

WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, pursuant to the authority reserved in the Declaration of Condominium establishing BANANA BAY, A CONDOMINIUM, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Pages 1112 through 1122, as amended in Official Records Book 2289, Pages 1196 through 1226, as amended in Official Records Book 2333, Pages 1902 through 1911, as amended in Official Records Book 2445, Pages 0778 through 0785, as amended in Official Records Book 2455, Pages 1754 through 1762, as amended in Official Records Book 2483, Pages 0871 through 0900, as amended in Official Records Book 2550, Pages 1490 through 1541, as amended in Official Records Book 2571, Pages 0326 through 0341, as amended in Official Records Book 2602, Page 2905, all of the Public Records of Brevard County, Florida, Article XIII, hereby amends and expands said Declaration above described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO ON SHEET 3 of SHEET 7 of EACH EXHIBIT

together with improvements thereon, containing four (4) two story apartment buildings, having a total of sixteen (16) apartment units and other appurtenant improvements more specifically described on Exhibits "O-1", "P-1", "Q", and "R" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as BANANA BAY, A CONDOMINIUM.

WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, as amended in Official Records Book 2270, Pages 1112 through 1122, as amended in Official Records Book 2289, Pages 1196 through 1226, as amended in Official Records Book 2333, Pages 1902 through 1911, as amended in Official Records Book 2445, Pages 0778 through 0785, as amended in Official Records Book 2455, Pages 1754 through 1762, as amended in Official Records Book 2483, Pages 0871 through 0900, as amended in Official Records Book 2550, Pages 1490 through 1541, as amended in Official Records Book 2571, Pages 0326 through 0341, as amended in Official Records Book 2602, Page 2905, all of the Public Records of Brevard County, Florida.

WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of said Declaration of Condominium by deleting the first and second paragraphs and substituting therefore the following first and second paragraphs:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of seven (7) pages, Exhibit "B", consisting of nine (9) pages, Exhibit "E" consisting of seven (7) pages, Exhibit "F", consisting of six (6) pages, Exhibit "G", consisting of seven (7) pages, Exhibit "H", consisting of seven (7) pages, Exhibit "I", consisting of seven (7) pages, Exhibit "J", consisting of seven (7) pages, Exhibit "K", consisting of six (6) pages, Exhibit "L" consisting of six (6) pages, Exhibit "M", consisting of seven (7) pages, Exhibit "N", consisting of seven (7) pages, Exhibit "O", consisting of seven (7) pages, Exhibit "P", consisting of seven (7) pages, Exhibit "S", consisting of seven (7) pages, Exhibit "V", consisting of seven (7) pages, Exhibit "W", consisting of seven (7) pages, Exhibit "X", consisting of seven (7) pages, and Exhibit "Y", consisting of seven (7) pages, Exhibit "O-1", consisting of seven (7) pages, Exhibit "P-1" consisting of seven (7) pages, Exhibit "Q", consisting of seven (7) pages, and Exhibit "R", consisting of seven (7) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located and plot plans thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

REC FEE \$ 125.00	REC'D PAYMENT AS
DOC ST. \$	INDICATED FOR CLASS
INT TAX \$	OF INALIENABLE & DOC
SER' CHG \$ 1.00	STAMP TAXES, SIGNER
REFUND \$	

OFF REC 2618

[PAGE]

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1985 JUL 24 PM 1:27

Y

Said surveys, graphic descriptions, and plot plans were prepared by:

STOTTLER, STAGG & ASSOCIATES, INC.

By: David A. Deithorn
Professional Land Surveyor
No. 2412, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheet 4 of Exhibits A, E, F, G, H, I, J, K, L, M, N, O, O-1, P, P-1, Q, R, S, T, U, V, W, X, and Y attached to this Declaration.

WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, amends Article III of the Declaration of Condominium by deleting the one one hundred twentieth (1/120) and substituting one one hundred thirty sixth (1/136th) therefor throughout Article III.

WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, amends Article IV of the Declaration of Condominium by deleting the first sentence in the paragraph and substituting therefor:

"The apartments of the condominium consist of that volume of space which is contained within the decorated or finished and exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceiling of the apartments, the boundaries of which are more specifically shown on Exhibit "A", Sheet 4, and Sheet 4 of Exhibits A, E, F, G, H, I, J, K, L, M, N, O, O-1, P, P-1, Q, R, S, T, U, V, W, X, and Y attached to this Declaration",

and by deleting the last sentence in the second paragraph and substituting therefor:

"In addition, there are eighty-eight (88) carports and eighty-eight (88) parking spaces, the boundaries of which are more specifically shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "M", Exhibit "N", Exhibit "O", Exhibit "O-1", Exhibit "P", Exhibit "P-1", Exhibit "Q", Exhibit "R", Exhibit "S", Exhibit "T", Exhibit "U", and Exhibit "V", Exhibit "W", Exhibit "X", and Exhibit "Y" attached hereto, and twenty-four (24) garages and twenty-four (24) parking spaces, the boundaries of which are more specifically shown in Exhibit "K", and twenty-four (24) garages and twenty-four (24) parking spaces, the boundaries of which are more specifically shown in Exhibit "L", which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said carports, garages and parking spaces are hereby made limited common elements",

and by deleting the third paragraph and substituting therefor:

"The balconies and the fenced areas adjacent to the units as shown in Exhibit "A", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", Exhibit "J", Exhibit "M", Exhibit "N", Exhibit "O", Exhibit "O-1", Exhibit "P", Exhibit "P-1", Exhibit "Q", Exhibit "R", Exhibit "S", Exhibit "T", Exhibit "U", Exhibit "V", Exhibit "W", Exhibit "X", and Exhibit "Y", are limited common elements and the expense of maintenance, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual owner."

WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration by deleting one hundred twenty (120) from Paragraph Two and substituting one hundred thirty six (136) therefor.

WONDER VIEW DEVELOPMENT CORPORATION, a Florida Corporation, amends Article VII of the Declaration by deleting one one hundred twentieth (1/120) from Paragraph One and substituting one one hundred thirty sixth (1/136) therefor.

WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting one one hundred twentieth from Paragraph Four and substituting one one hundred thirty sixth (1/136) therefor.

OFF REC.
2618

PAGE
2574

IN WITNESS WHEREOF, WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, has caused these presents to be signed and sealed on this the 3rd day of July, 1985.

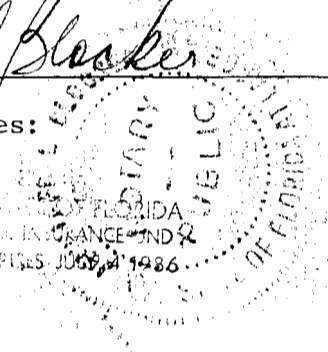
Signed, sealed and delivered
in the presence of:
Sharon M. Maguire
Jeanette L. Blocker

WONDER VIEW DEVELOPMENT CORPORATION
BY: William M. Young
WILLIAM M. YOUNG, President

STATE OF FLORIDA :
COUNTY OF BREVARD :

I HEREBY CERTIFY that on the 3rd day of July, 1985, before me personally appeared WILLIAM M. YOUNG, as President of WONDER VIEW DEVELOPMENT CORPORATION, a Florida corporation, to me known to be the person described in and who executed the foregoing and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 3rd day of July, 1985.

Jeanette L. Blocker
NOTARY PUBLIC
My Commission Expires:


CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM


STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

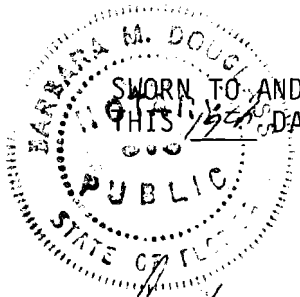
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENT, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "0-1" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

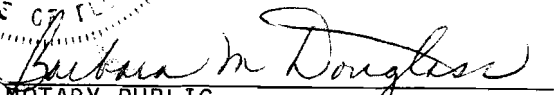
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS
19th DAY OF July, A.D., 1985

STOTTLER STAGG & ASSOCIATES

BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA



SWORN TO AND SUBSCRIBED BEFORE ME
THIS 19th DAY OF July, A.D., 1985

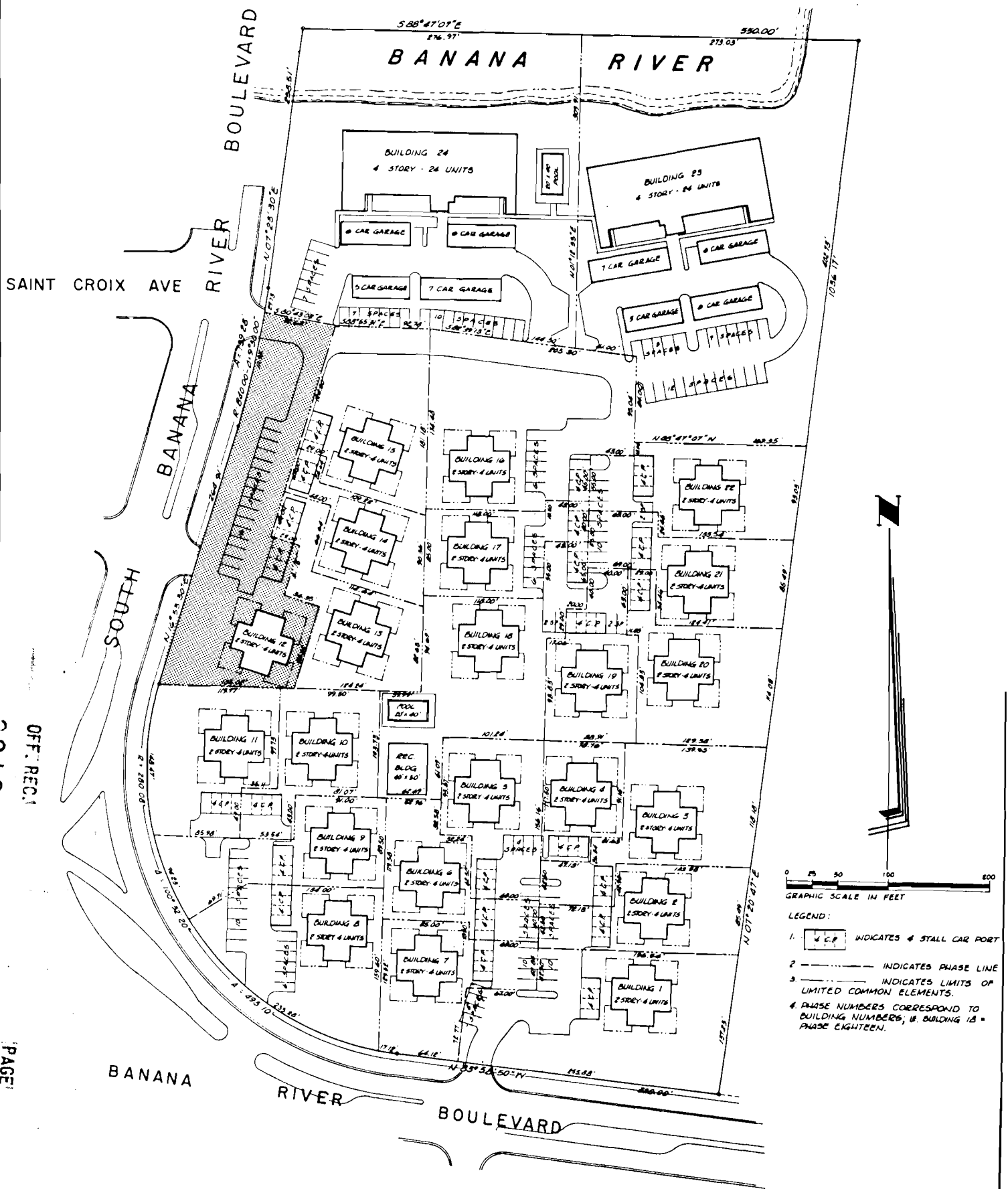

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES _____

Notary Public, State of Florida at Large
My Commission Expires Apr. 25, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

EXHIBIT "0-1" SHEET 1 OF 7

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



PHASE TWELVE
BANANA BAY, A CONDOMINIUM

DATE: 12 JULY 1985

EXHIBIT O-1

SHEET 2 OF 7

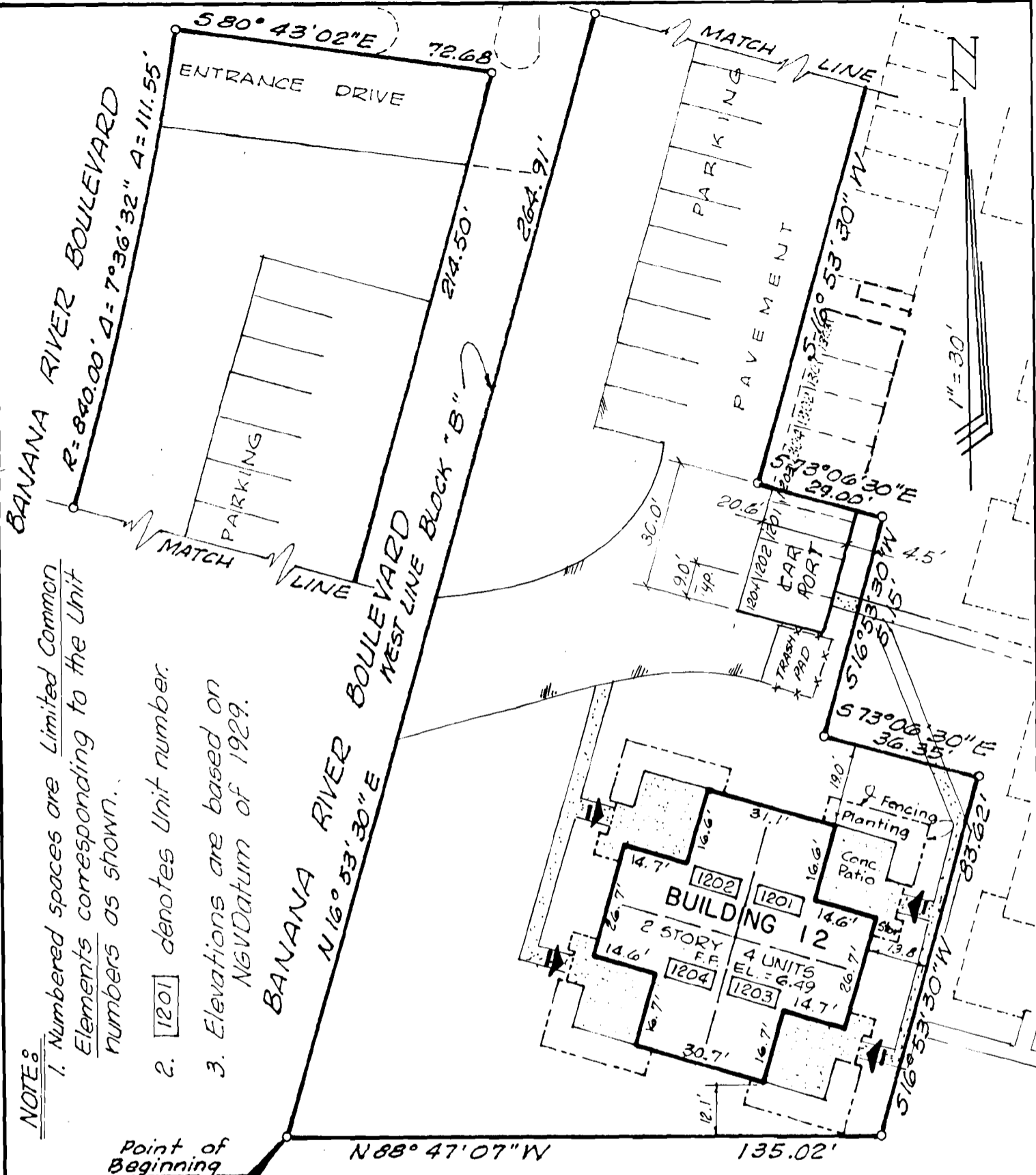
JUL 19 1985

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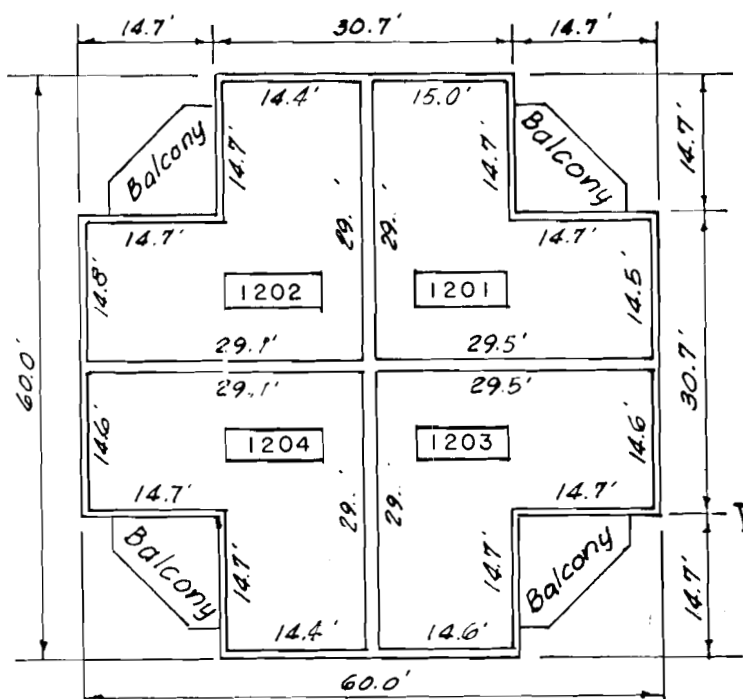
077-



- NOTE:**
1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
 2. [1201] denotes Unit number.
 3. Elevations are based on NGVDatum of 1929.

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N83°58'50"W ALONG THE SOUTH LINE OF SAID BLOCK "B" FOR A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.08 FEET; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 100°52'20" FOR A DISTANCE OF 493.10 FEET TO POINT OF BEGINNING; SAID POINT BEARS N73°06'30"W FROM THE CENTER OF SAID CURVE; THENCE N16°53'30"E ALONG THE WEST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 264.91 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 840.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 7°36'32" FOR A DISTANCE OF 111.55 FEET; THENCE S80°43'02"E FOR A DISTANCE OF 72.68 FEET; THENCE S16°53'30"W FOR A DISTANCE OF 214.50 FEET; THENCE S73°06'30"E FOR A DISTANCE OF 29.00 FEET; THENCE S16°53'30"W FOR A DISTANCE OF 51.15 FEET; THENCE S73°06'30"E FOR A DISTANCE OF 36.35 FEET; THENCE S16°53'30"W FOR A DISTANCE OF 83.62 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 135.02 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.732 ACRES MORE OR LESS.

PHASE TWELVE JUL 19 1985
BANANA BAY, A CONDOMINIUM

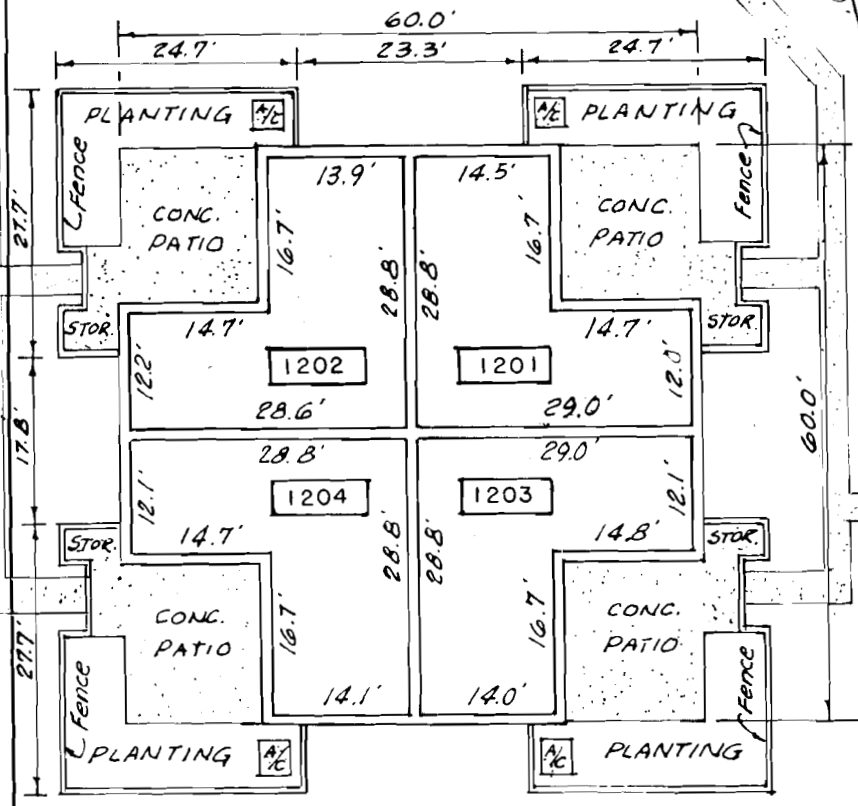


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.48 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.48 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR

FIRST FLOOR ONLY

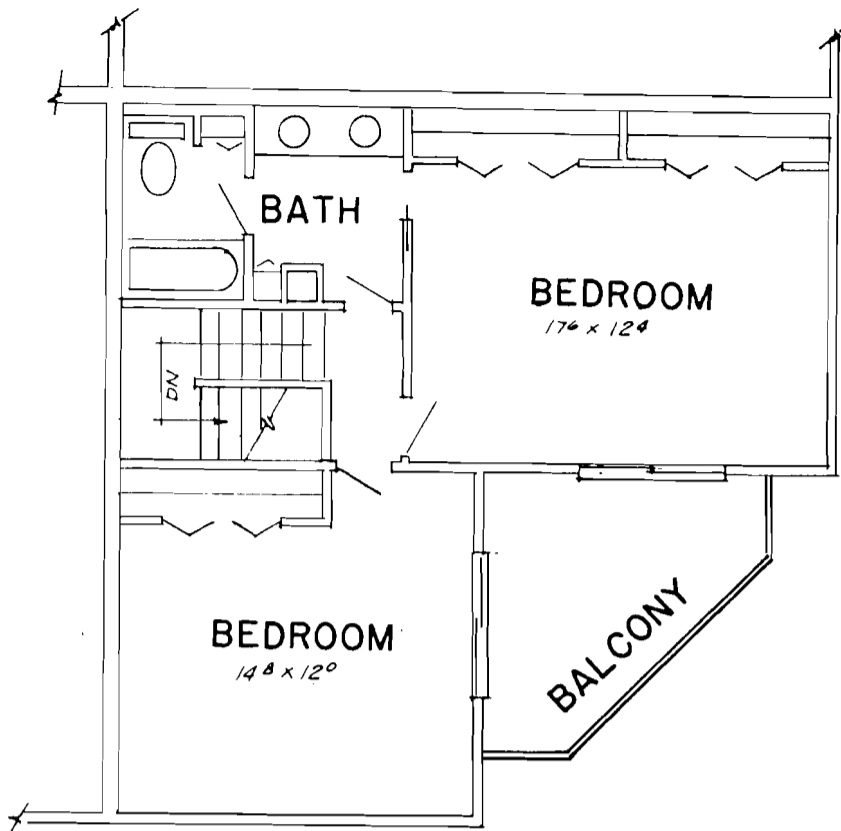
1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.49 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.52 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.

BUILDING 12
FLOOR PLAN

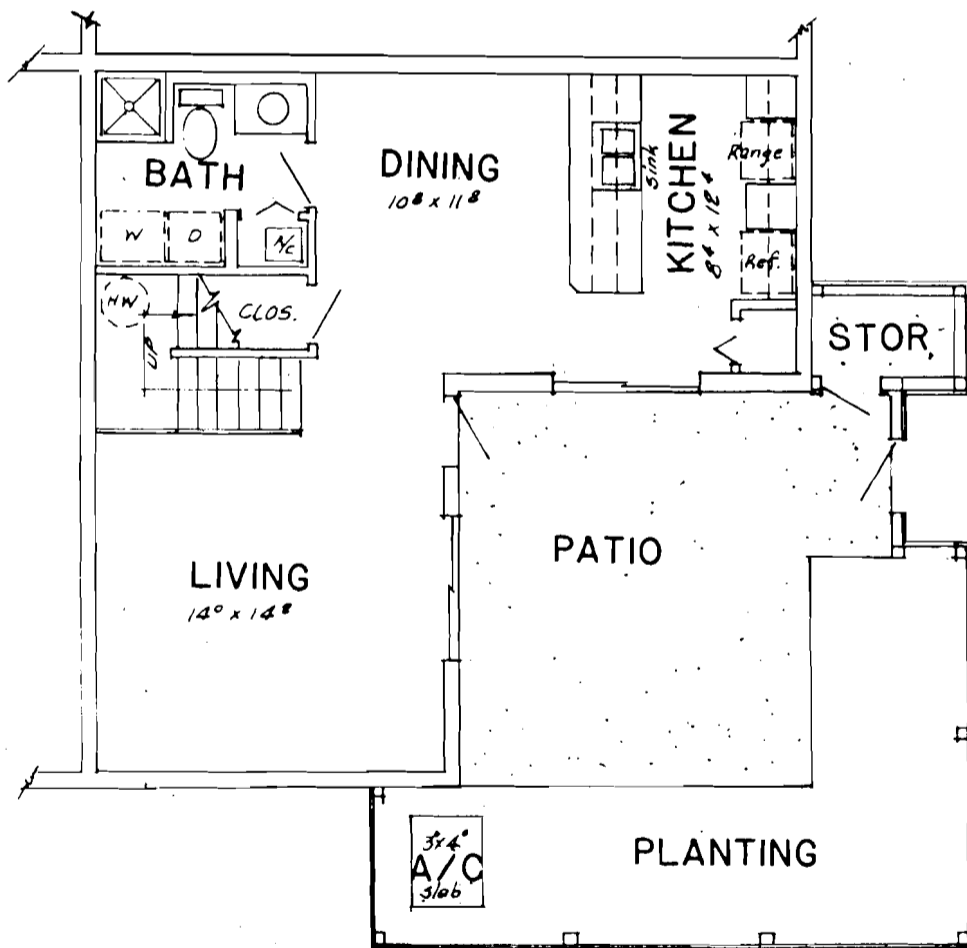
SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [1202] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE TWELVE
BANANA BAY, A CONDOMINIUM



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 12**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7

**PHASE TWELVE
BANANA BAY, A CONDOMINIUM**

DATE: 12 JULY 1985

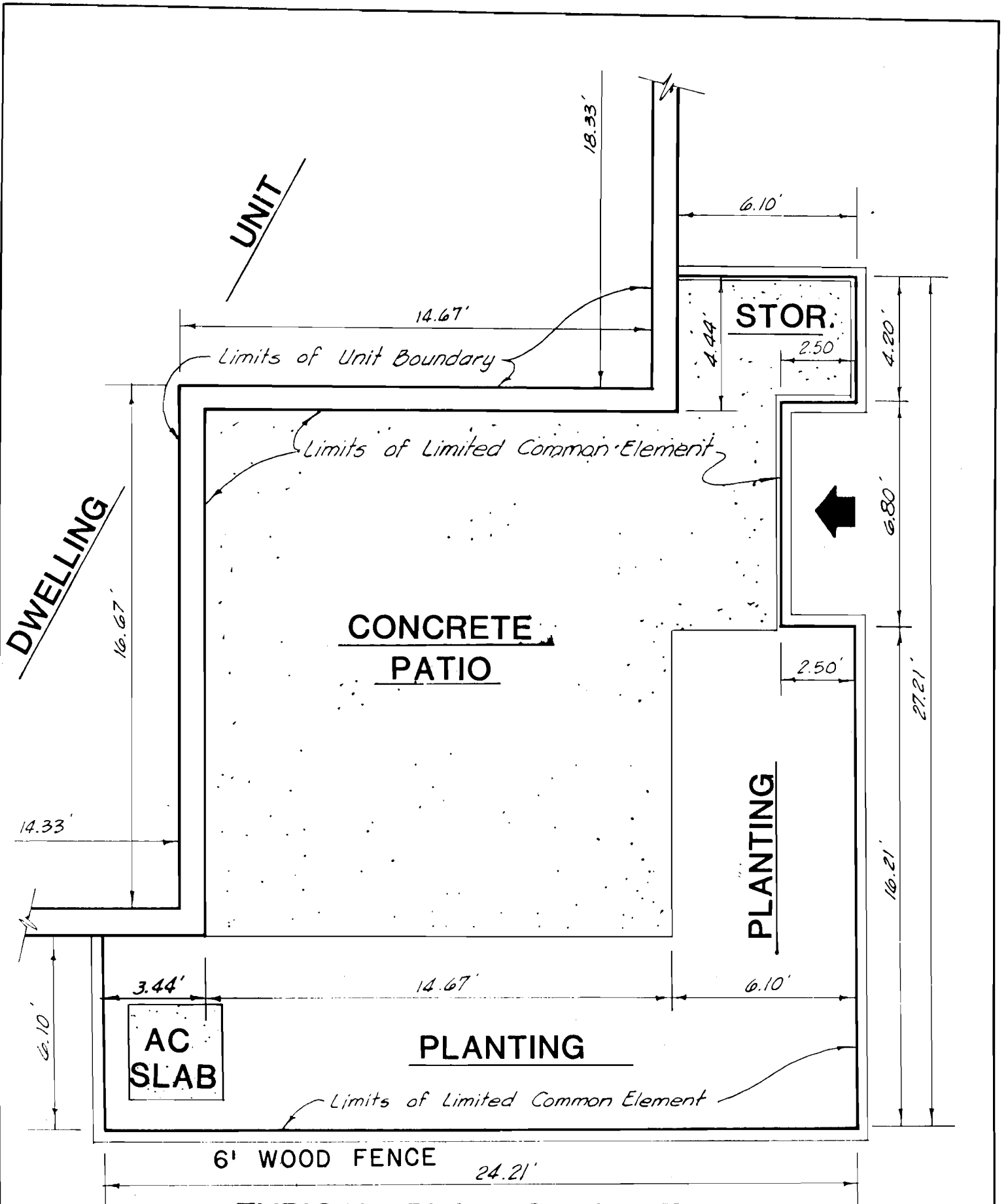
EXHIBIT 0-1

SHEET 5 OF 7

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JUL 19 1985



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1201 THRU 1204**

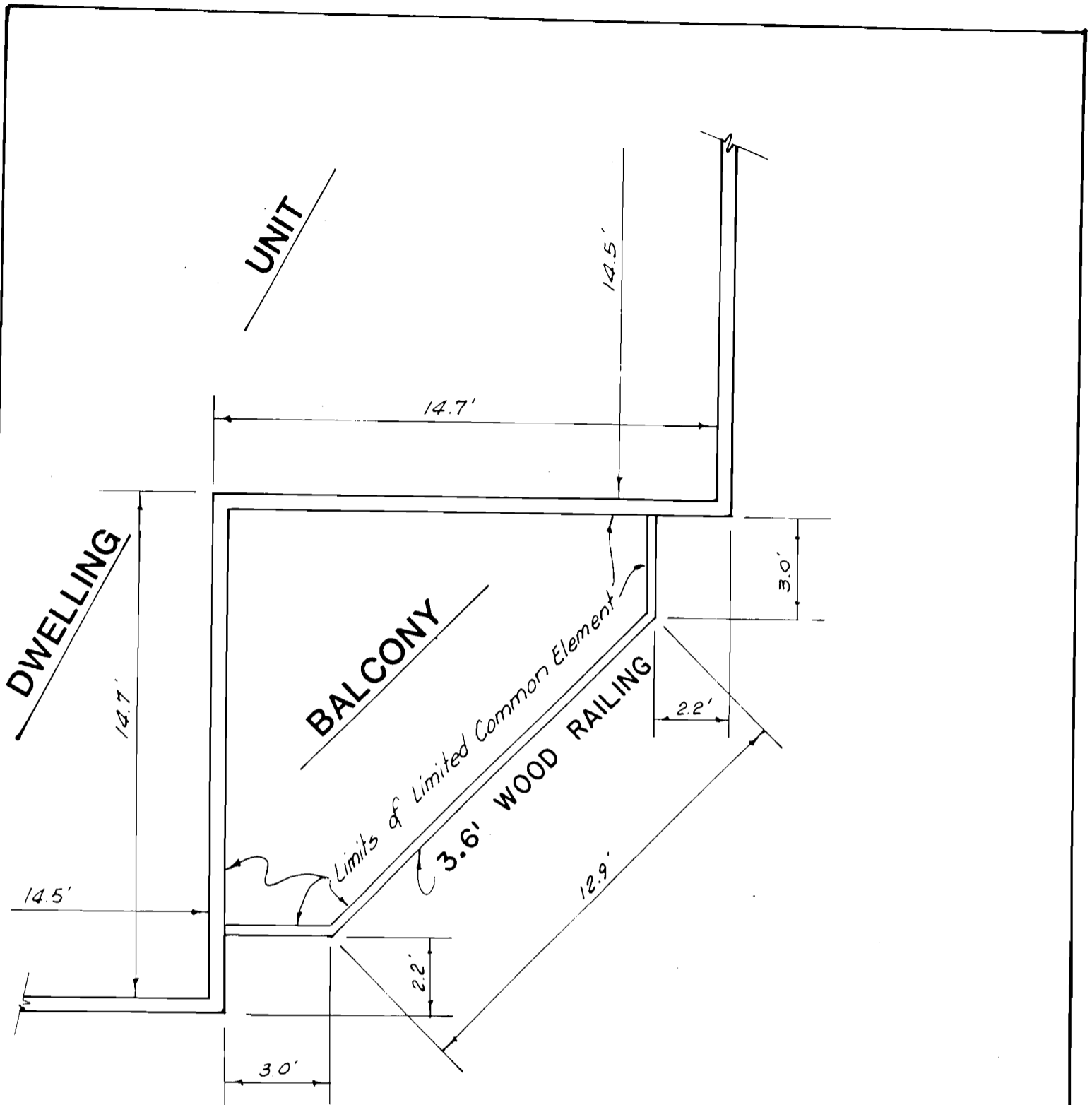
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7.
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE TWELVE

BANANA BAY, A CONDOMINIUM



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1201 THRU 1204**

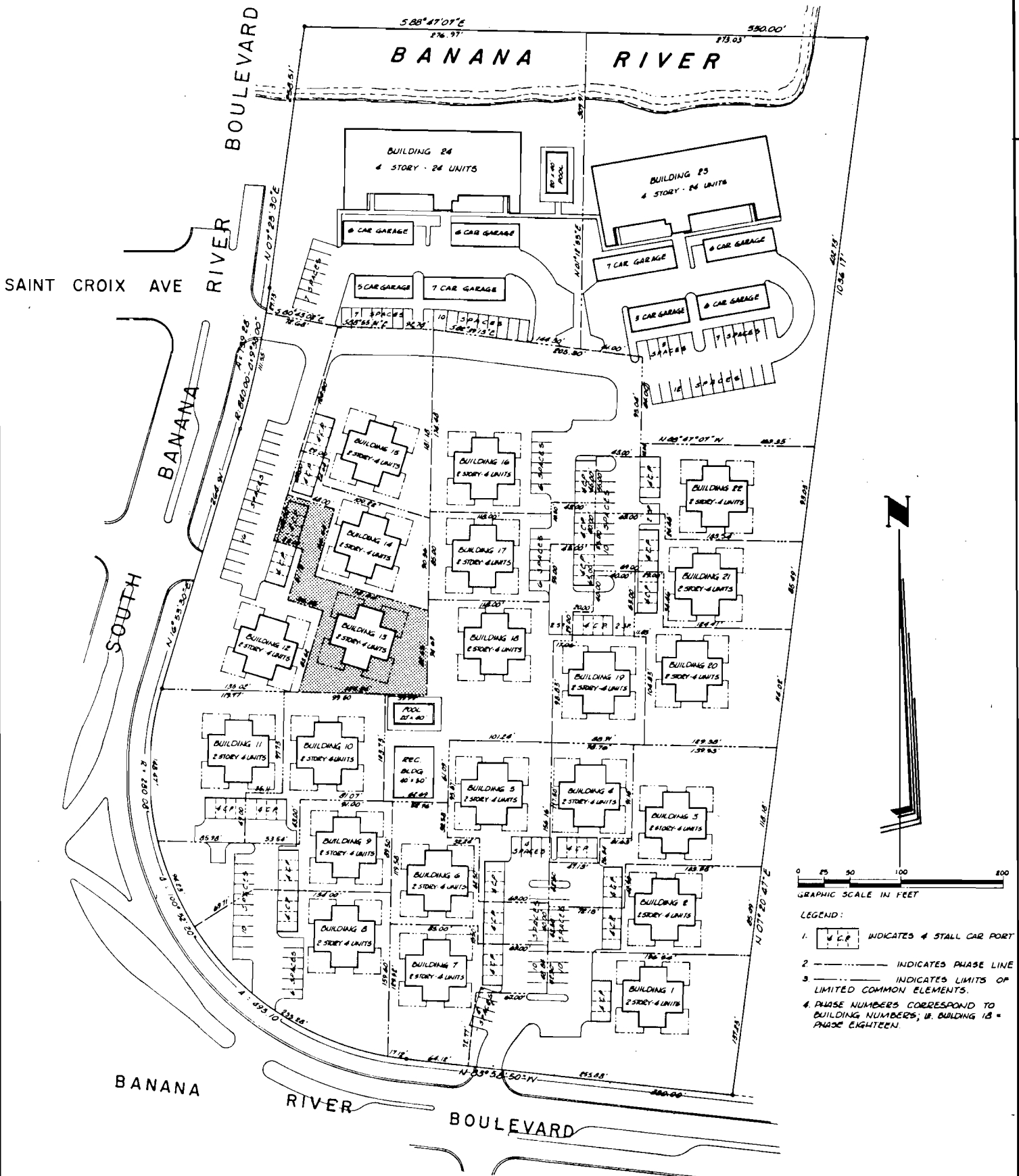
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

**PHASE TWELVE
BANANA BAY, A CONDOMINIUM**

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



PHASE THIRTEEN
BANANA BAY, A CONDOMINIUM

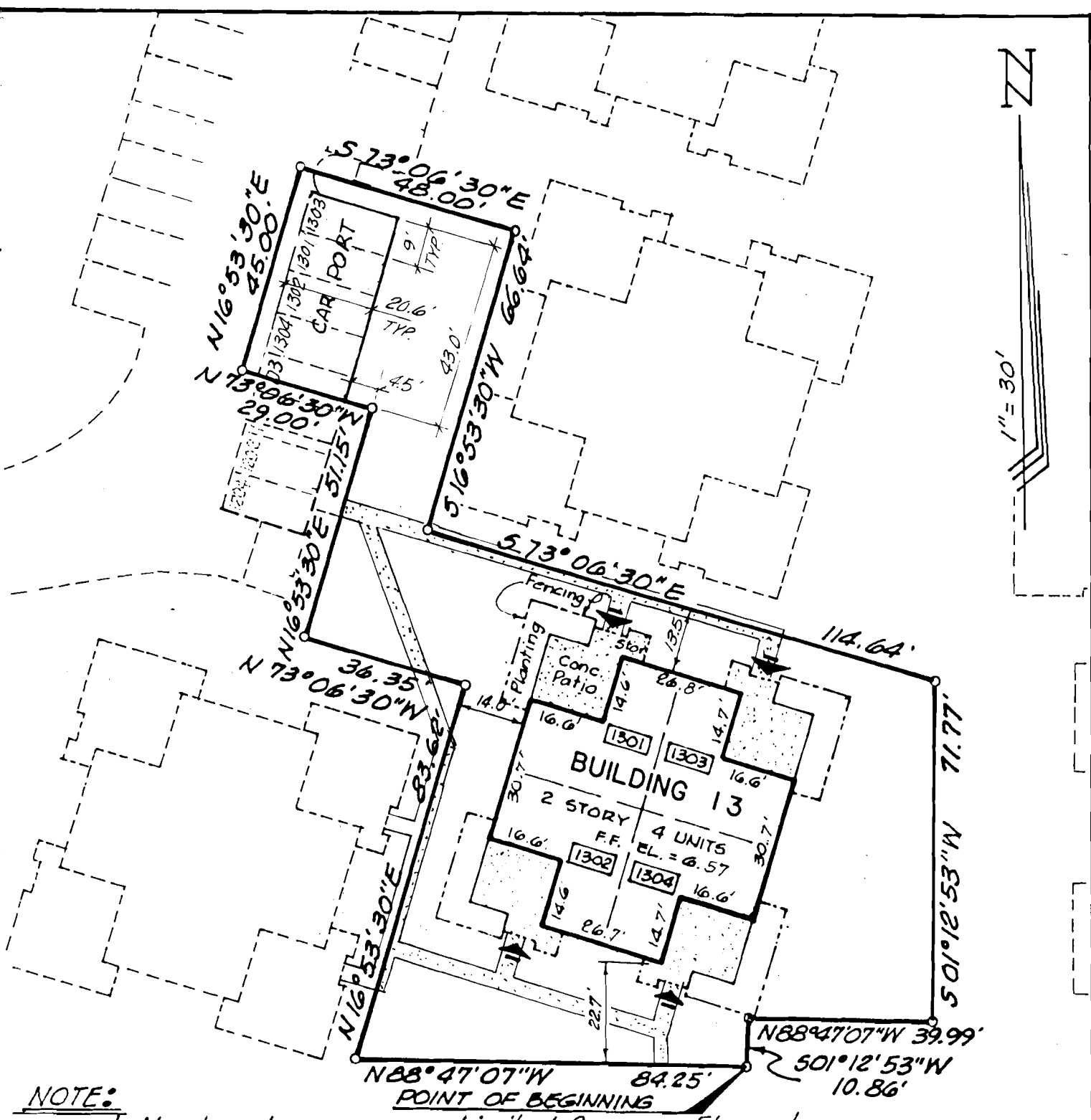
DATE: 12 JULY 1985

EXHIBIT P-1

SHEET 2 OF 7

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PAGE 2501 JUL 19 1985



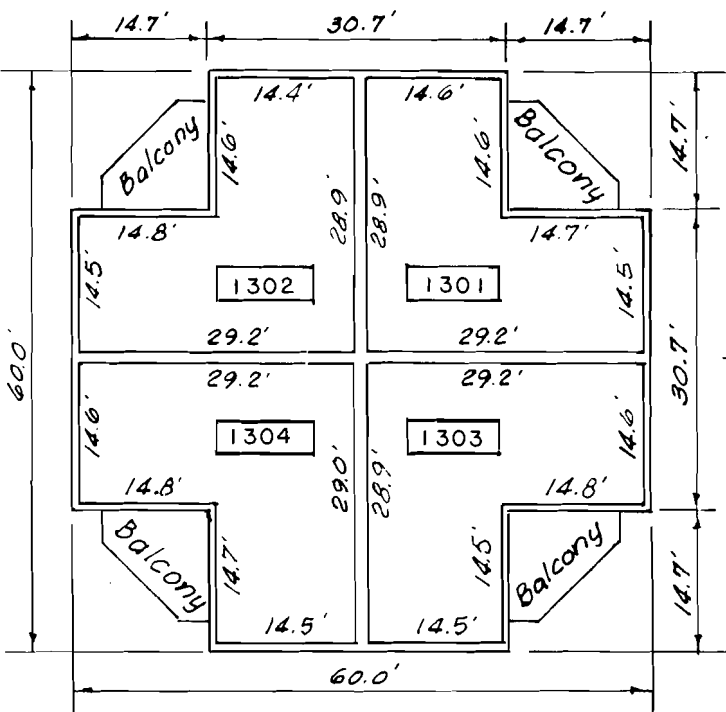
NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. 1301 denotes Unit number.

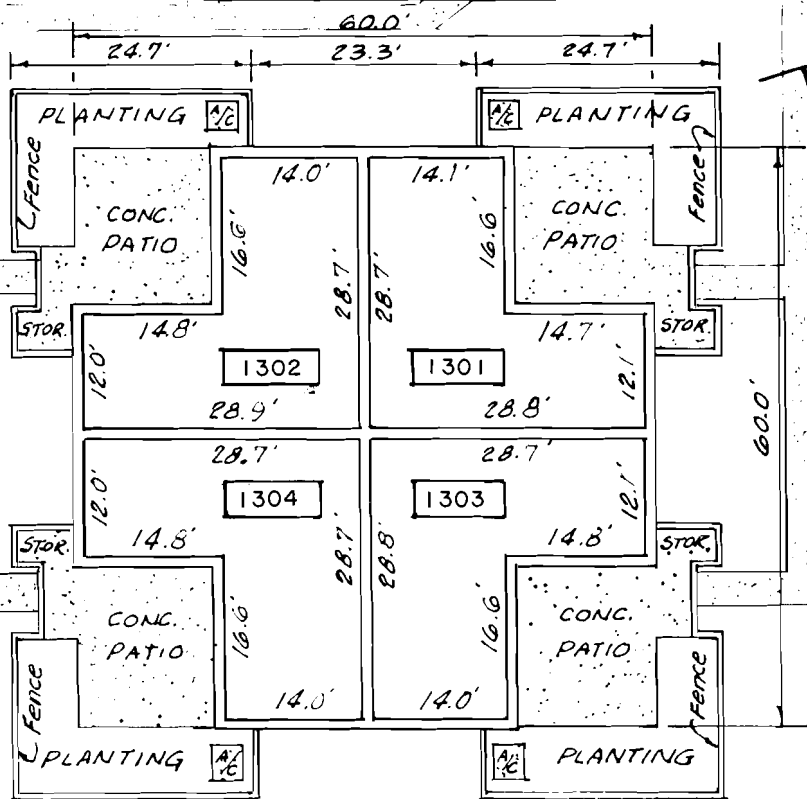
A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 383.78 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 386.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°47'07"W FOR A DISTANCE OF 84.25 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 83.62 FEET; THENCE N73°06'30"W FOR A DISTANCE OF 36.35 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 51.15 FEET; THENCE N73°06'30"W FOR A DISTANCE OF 29.00 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 45.00 FEET; THENCE S73°06'30"E FOR A DISTANCE OF 48.00 FEET; THENCE S16°53'30"W FOR A DISTANCE OF 66.64 FEET; THENCE S73°06'30"E FOR A DISTANCE OF 114.64 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 71.77 FEET; THENCE N88°47'07"W FOR A DISTANCE OF 39.99 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 10.86 FEET TO THE POINT OF BEGINNING.

Elevations are based on NGVDatum of 1929.

**PHASE THIRTEEN
BANANA BAY, A CONDOMINIUM**



SECOND FLOOR



FIRST FLOOR

BUILDING 13
FLOOR PLAN

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. 1303 INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE THIRTEEN
BANANA BAY, A CONDOMINIUM

DATE: 12 JULY 1985

EXHIBIT P -1 PAGE

SHEET 4 OF 7

2618

2586

JUL 19 1985

NOTES:

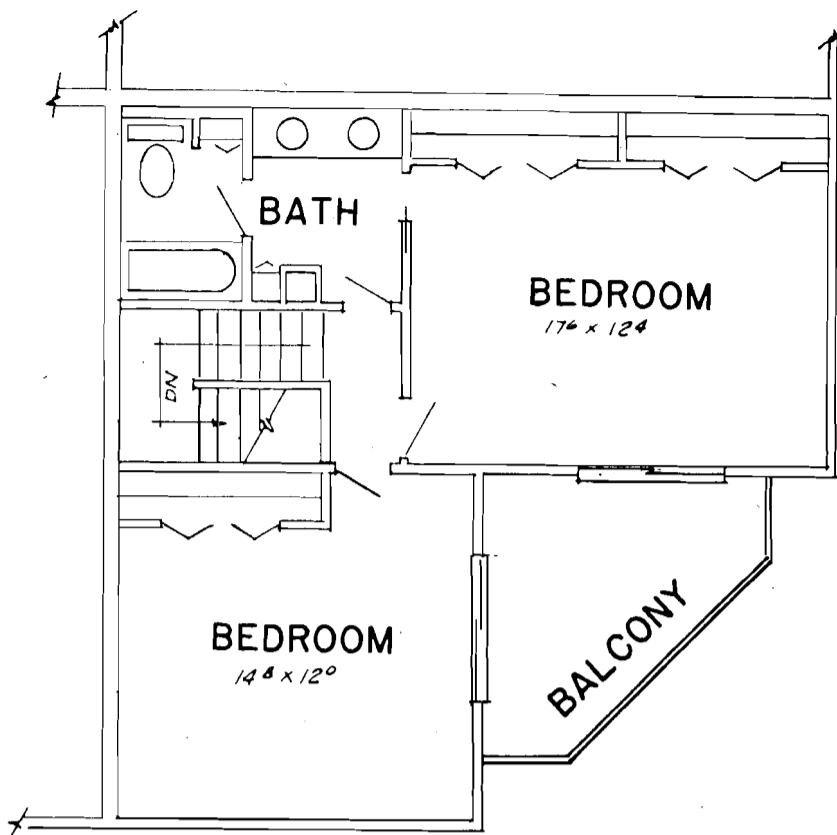
SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.62 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.61 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.

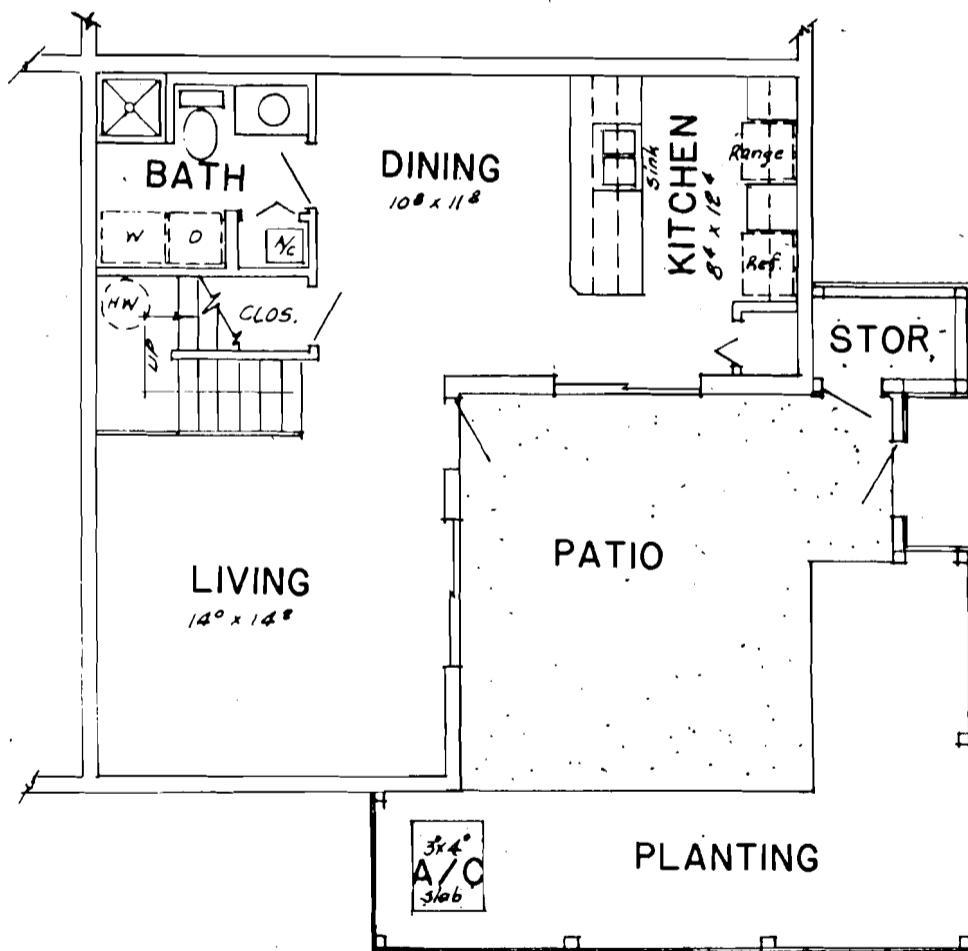
1" = 20'

FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.57 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.63 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.



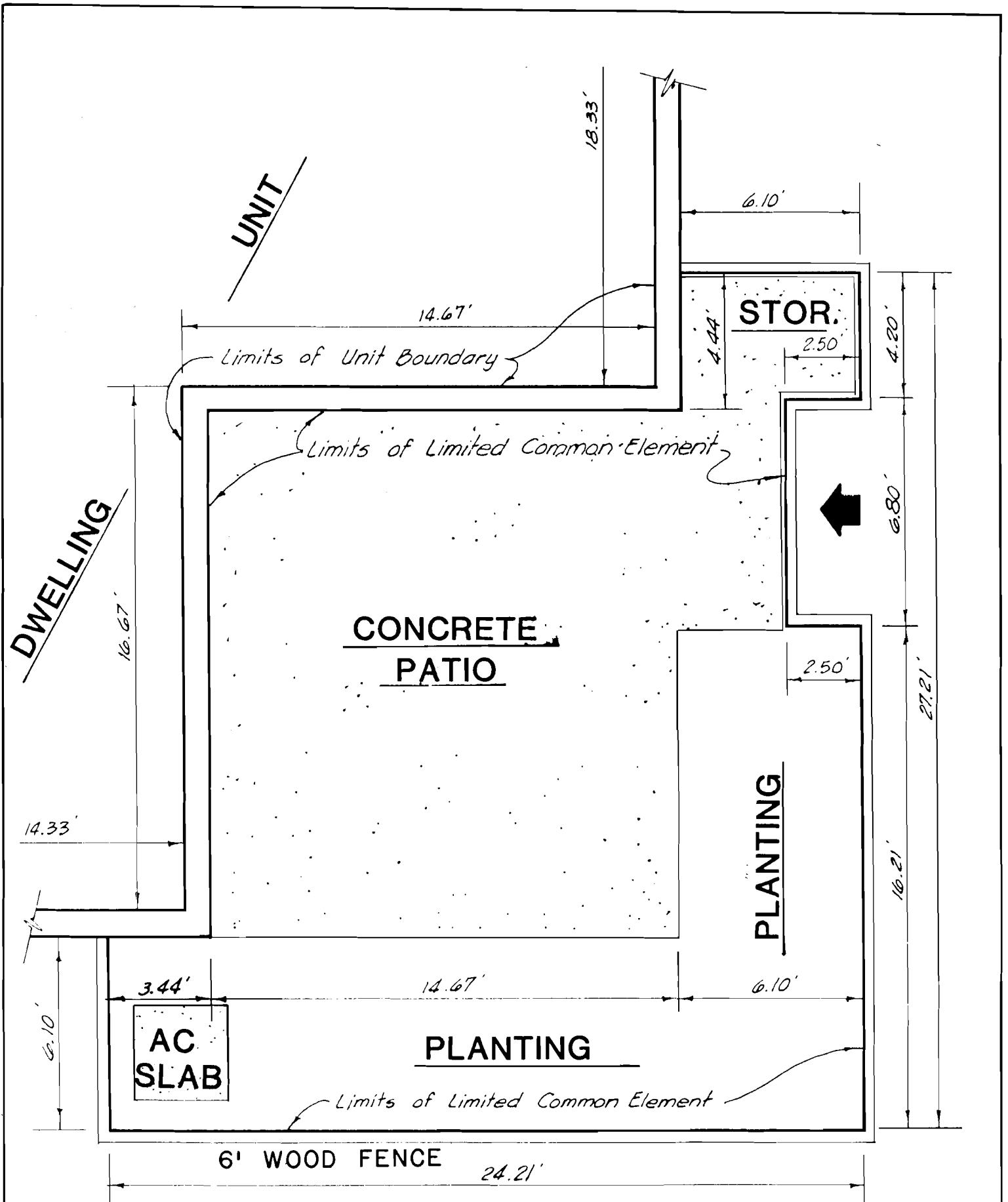
SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 13**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7

**PHASE THIRTEEN
BANANA BAY, A CONDOMINIUM**



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1301 THRU 1304**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7.
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE THIRTEEN

BANANA BAY, A CONDOMINIUM


CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

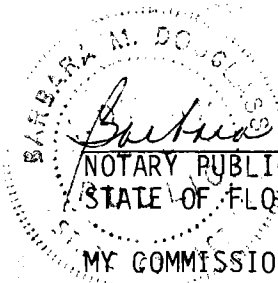
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENT, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "Q" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 19th DAY OF July, A.D., 1985.

STOTTLER STAGG & ASSOCIATES
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR NO. 2412
STATE OF FLORIDA

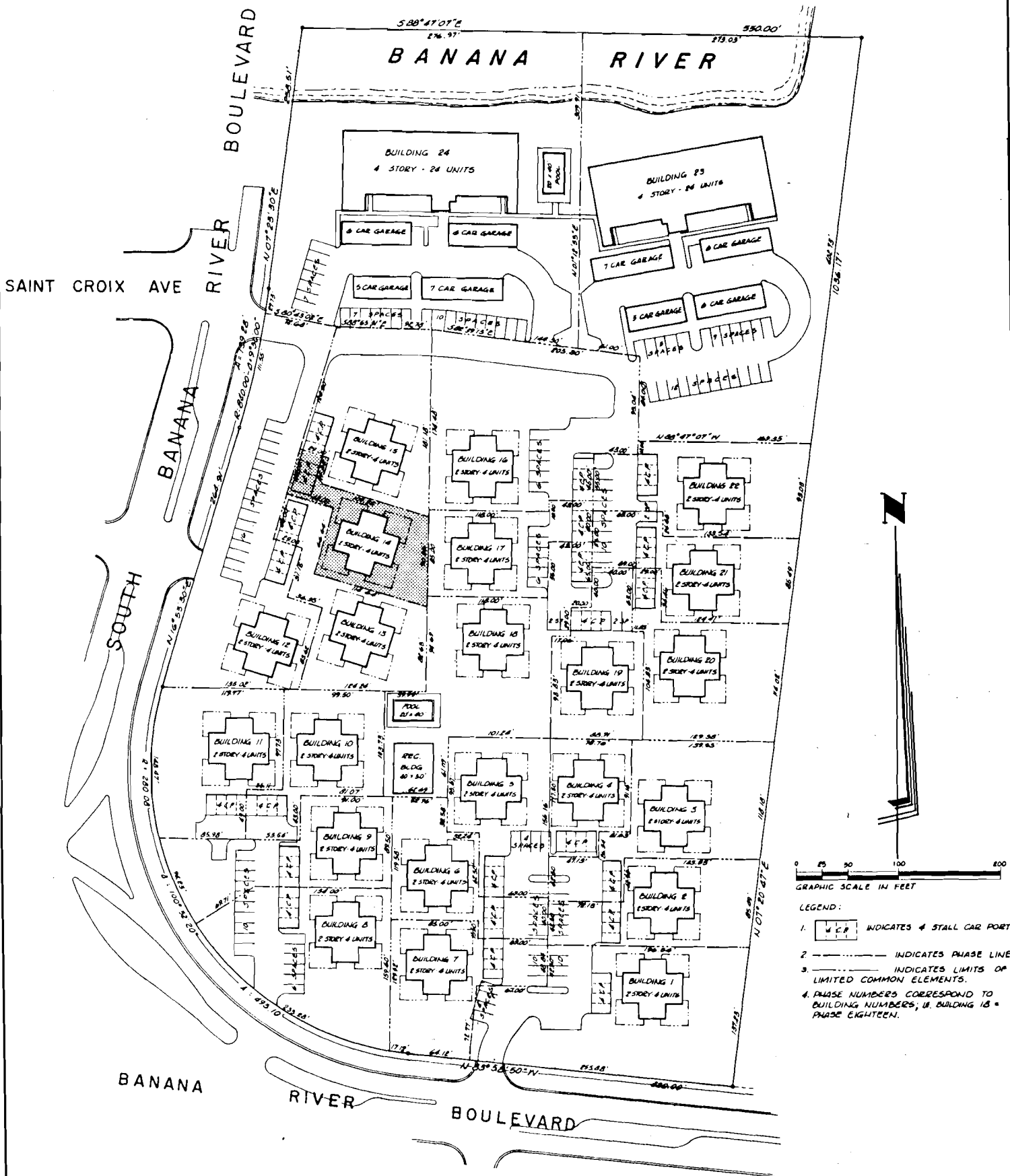
SWORN TO AND SUBSCRIBED BEFORE ME
THIS 19th DAY OF July, A.D., 1985


Barbara M. Douglas
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES _____

Notary Public, State of Florida at Large
My Commission Expires Apr. 25, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

EXHIBIT "Q" SHEET 1 OF 7

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

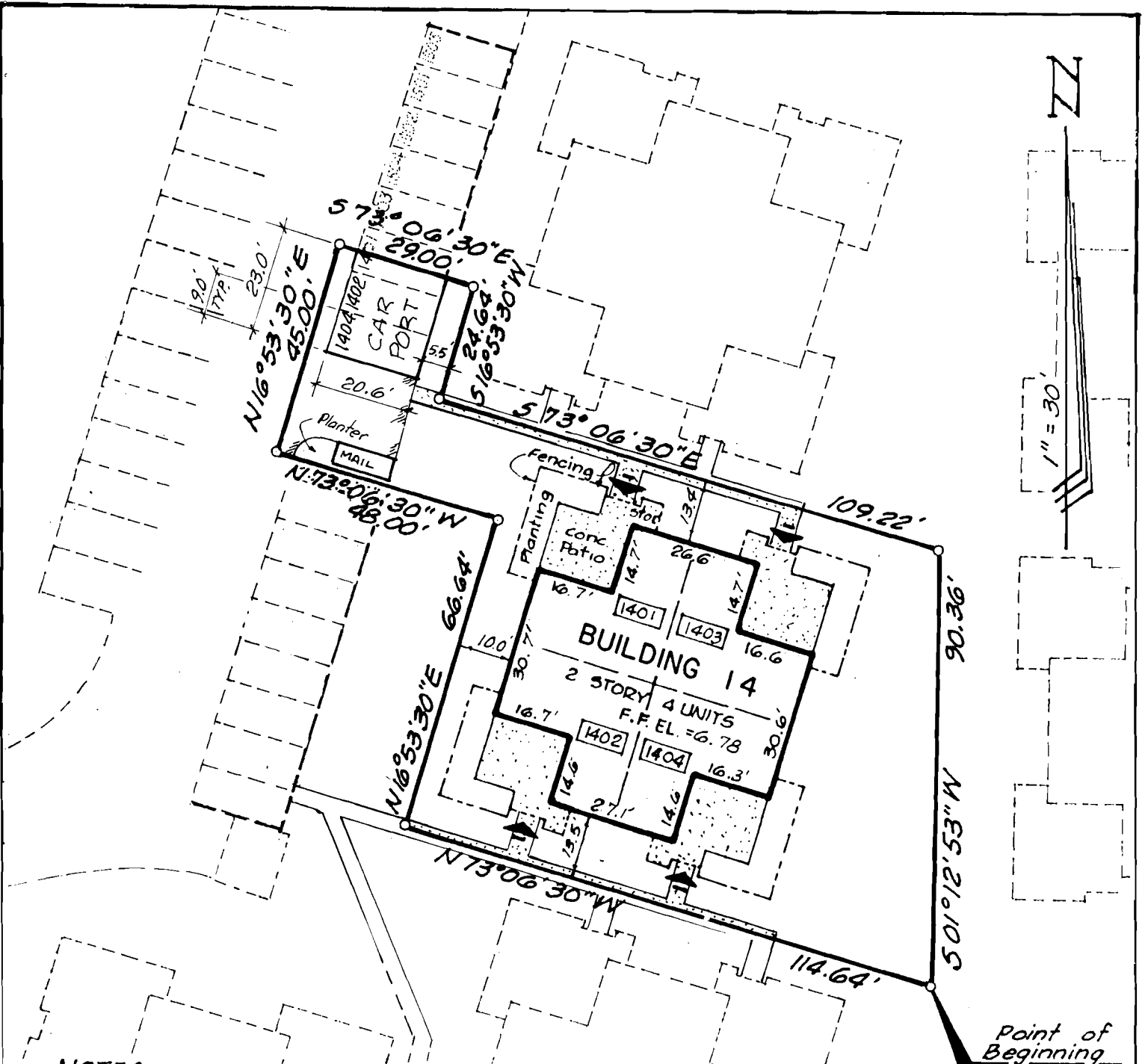


PHASE FOURTEEN
BANANA BAY, A CONDOMINIUM

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2618

2591 JUL 19 1985



NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [1401] denotes Unit number.
3. Elevations are based on NGVDatum of 1929.

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 369.42 FEET; THENCE N73°06'30"W FOR A DISTANCE OF 358.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N73°06'30"W FOR A DISTANCE OF 114.64 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 66.64 FEET; THENCE N73°06'30"W FOR A DISTANCE OF 48.00 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 45.00 FEET; THENCE S73°06'30"E FOR A DISTANCE OF 29.00 FEET; THENCE S16°53'30"W FOR A DISTANCE OF 24.64 FEET; THENCE S73°06'30"E FOR A DISTANCE OF 109.22 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 90.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.243 ACRES MORE OR LESS.

PHASE FOURTEEN BANANA BAY, A CONDOMINIUM

NOTES:

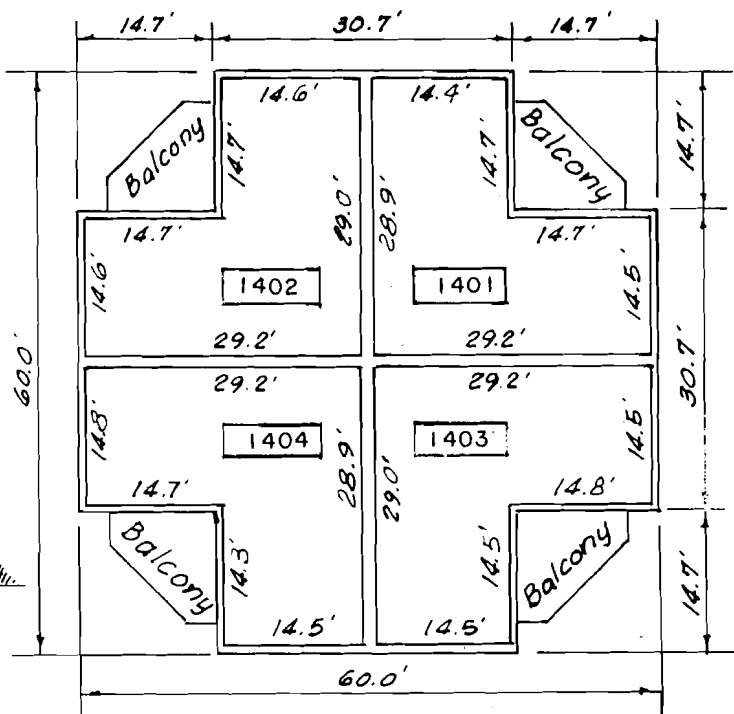
SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.71 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.75 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.

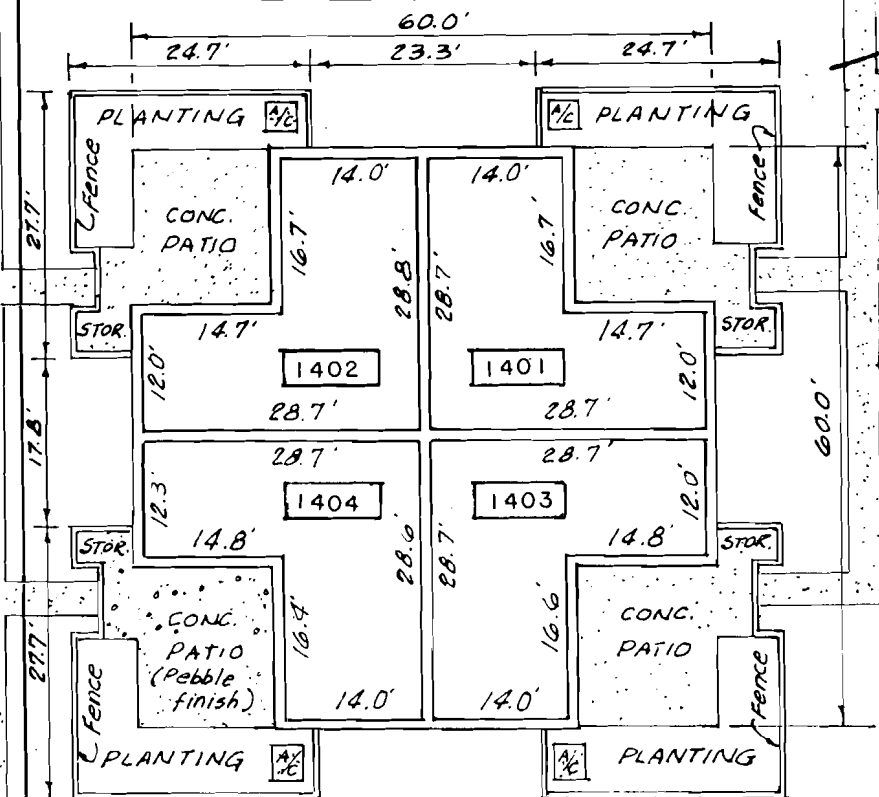
1" = 20'

FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.78 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.75 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.



SECOND FLOOR



FIRST FLOOR

BUILDING 14
FLOOR PLAN

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. 1404 INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE FOURTEEN
BANANA BAY, A CONDOMINIUM

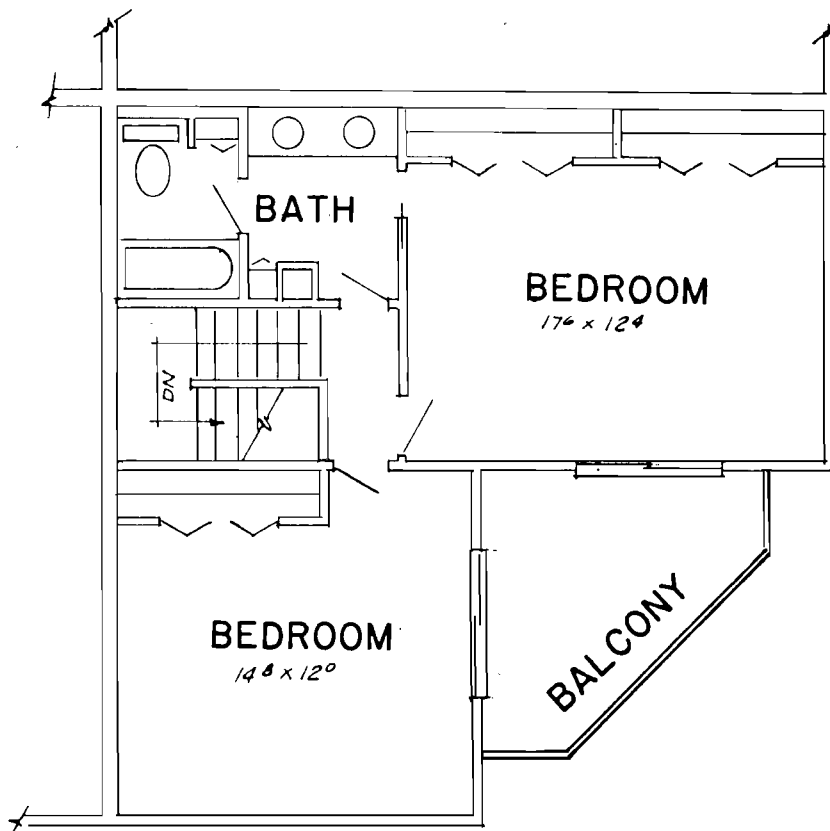
DATE: 12 JULY 1985

EXHIBIT Q PAGE

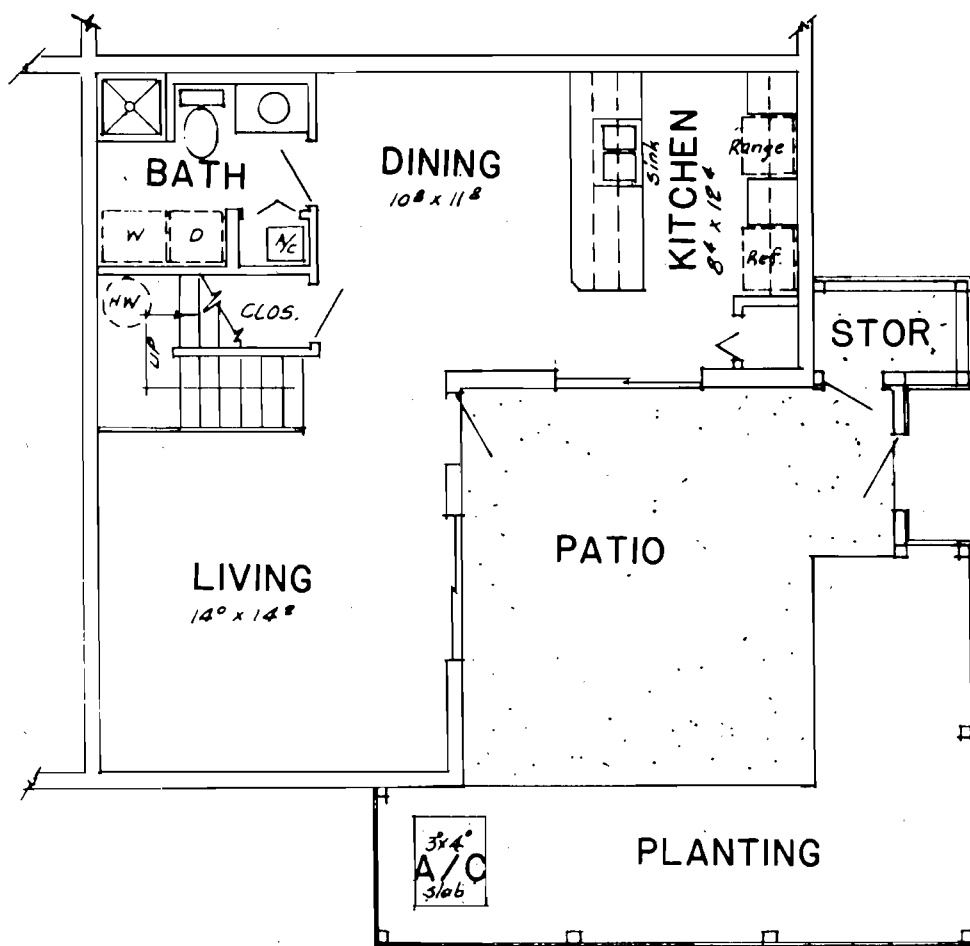
SHEET 4 OF 7

2618

2593 JUL 19 1985



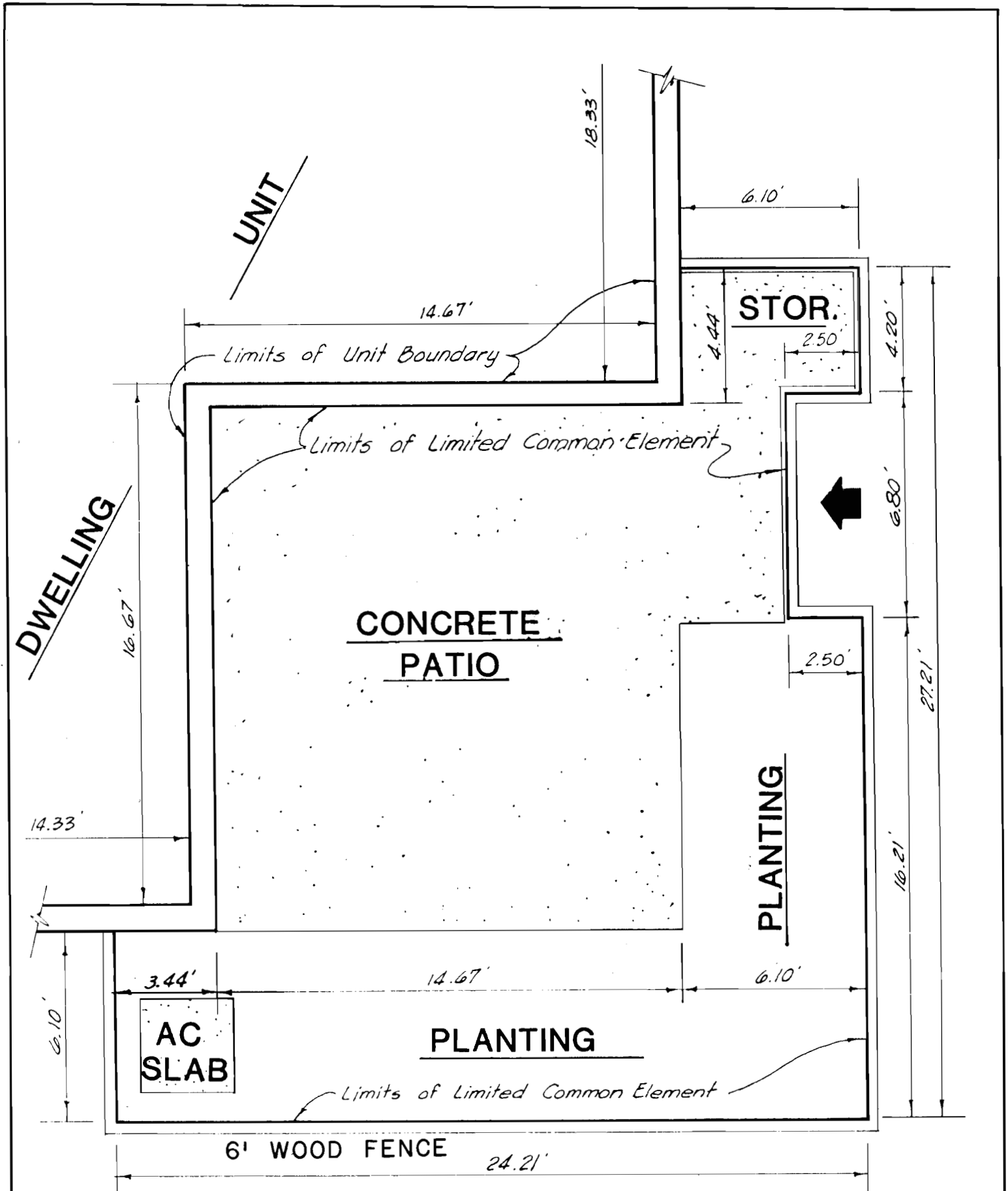
SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 14**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7

**PHASE FOURTEEN
BANANA BAY, A CONDOMINIUM**



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1401 THRU 1404**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7.

SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

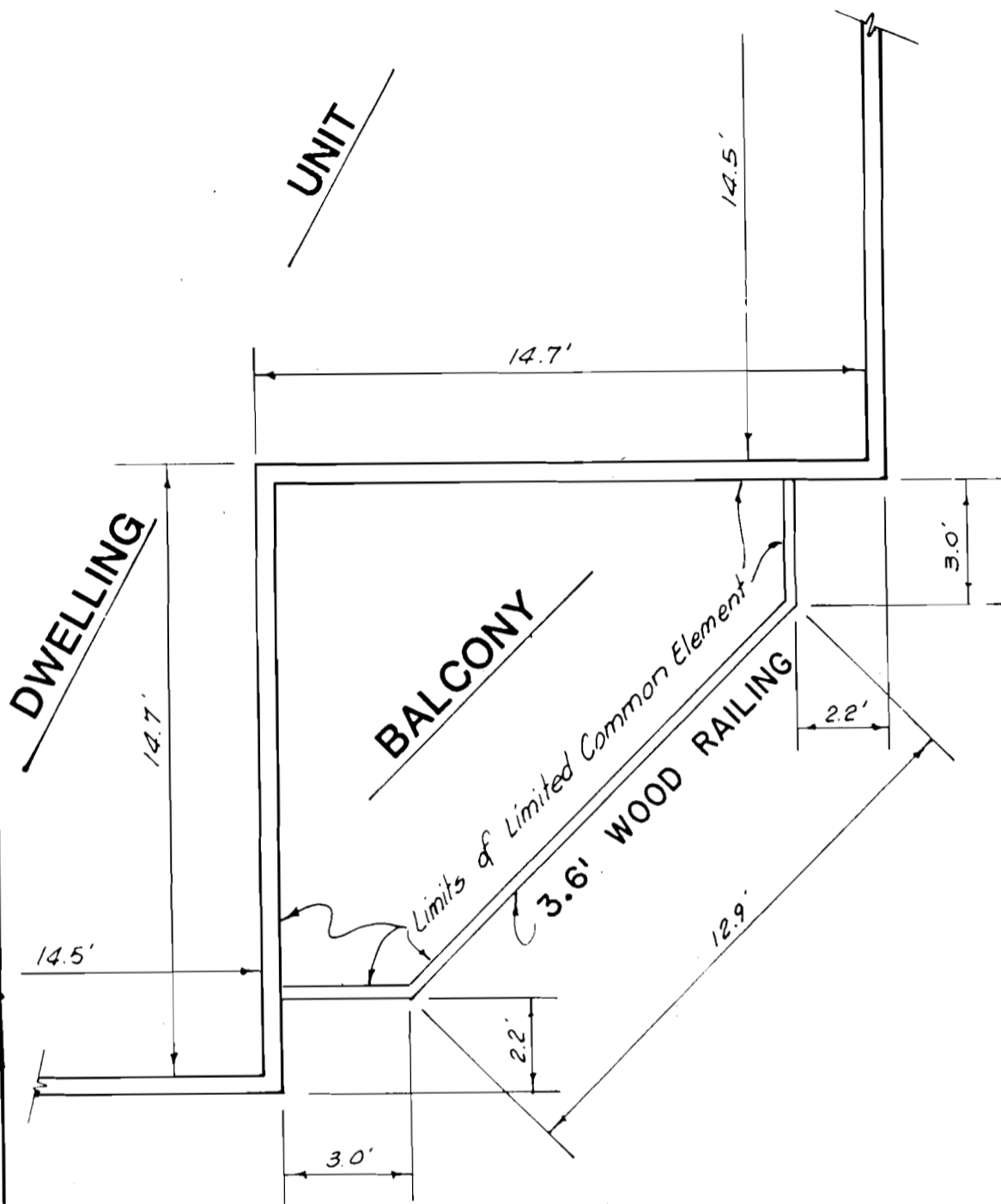
PHASE FOURTEEN

BANANA BAY, A CONDOMINIUM

DATE: 12 JULY 1985

EXHIBIT Q PAGE

SHEET 6 OF 7



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1401 THRU 1404**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7

SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

**PHASE FOURTEEN
BANANA BAY, A CONDOMINIUM**


CERTIFICATE OF SURVEYOR
FOR
BANANA BAY, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENT, PERSONALLY APPEARED DAVID A. DEITHORN, BY ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT;

I HEREBY CERTIFY: THAT THE ATTACHED EXHIBIT "R" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN: AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF BANANA BAY, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY AND RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS
19th DAY OF July, A.D., 1985.

STOTTLER STAGG & ASSOCIATES
BY: 
DAVID A. DEITHORN
PROFESSIONAL LAND
SURVEYOR, NO. 2412
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 19th DAY OF July, A.D., 1985

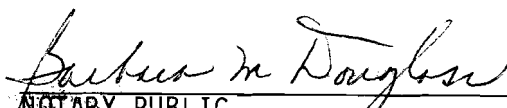
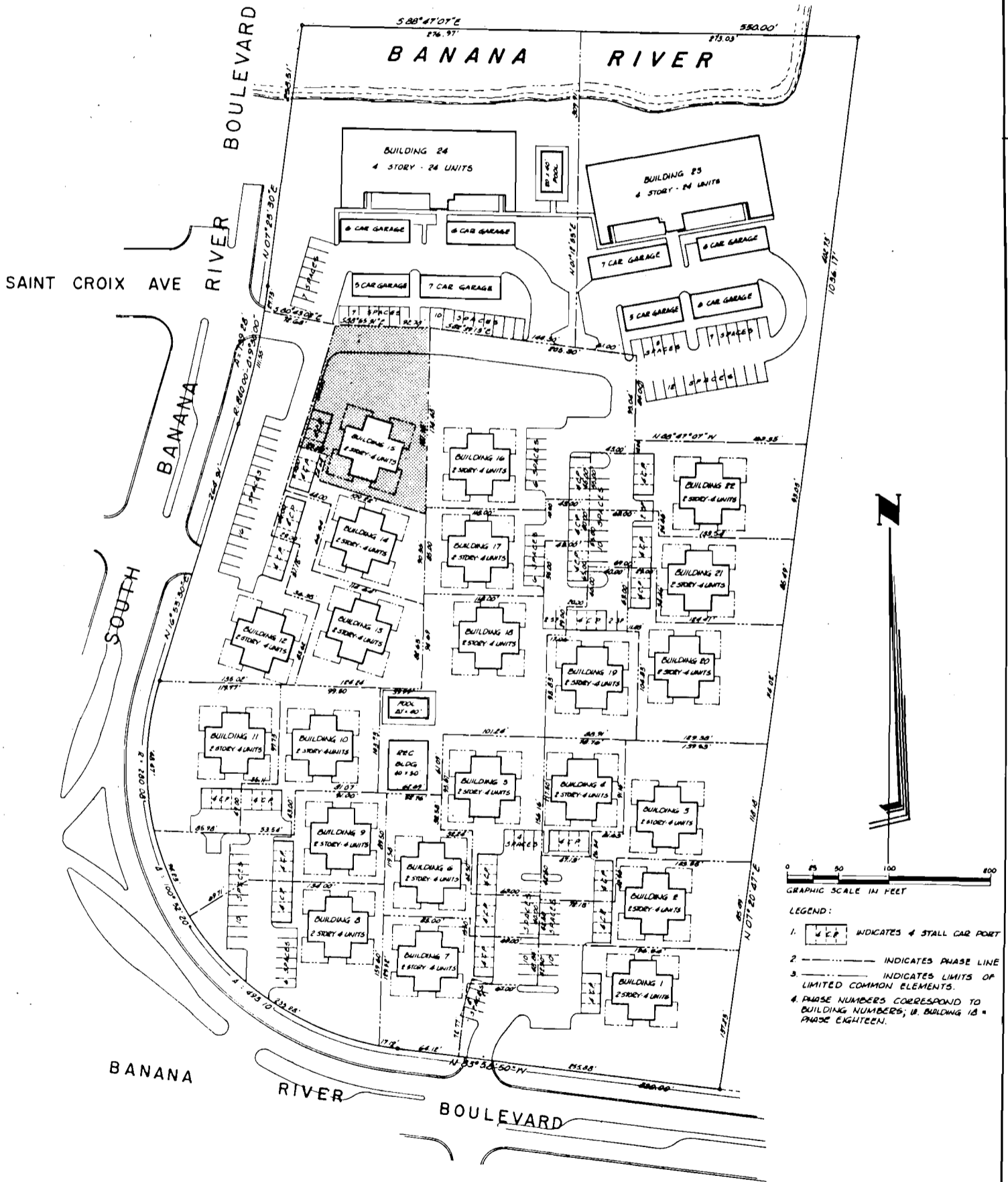
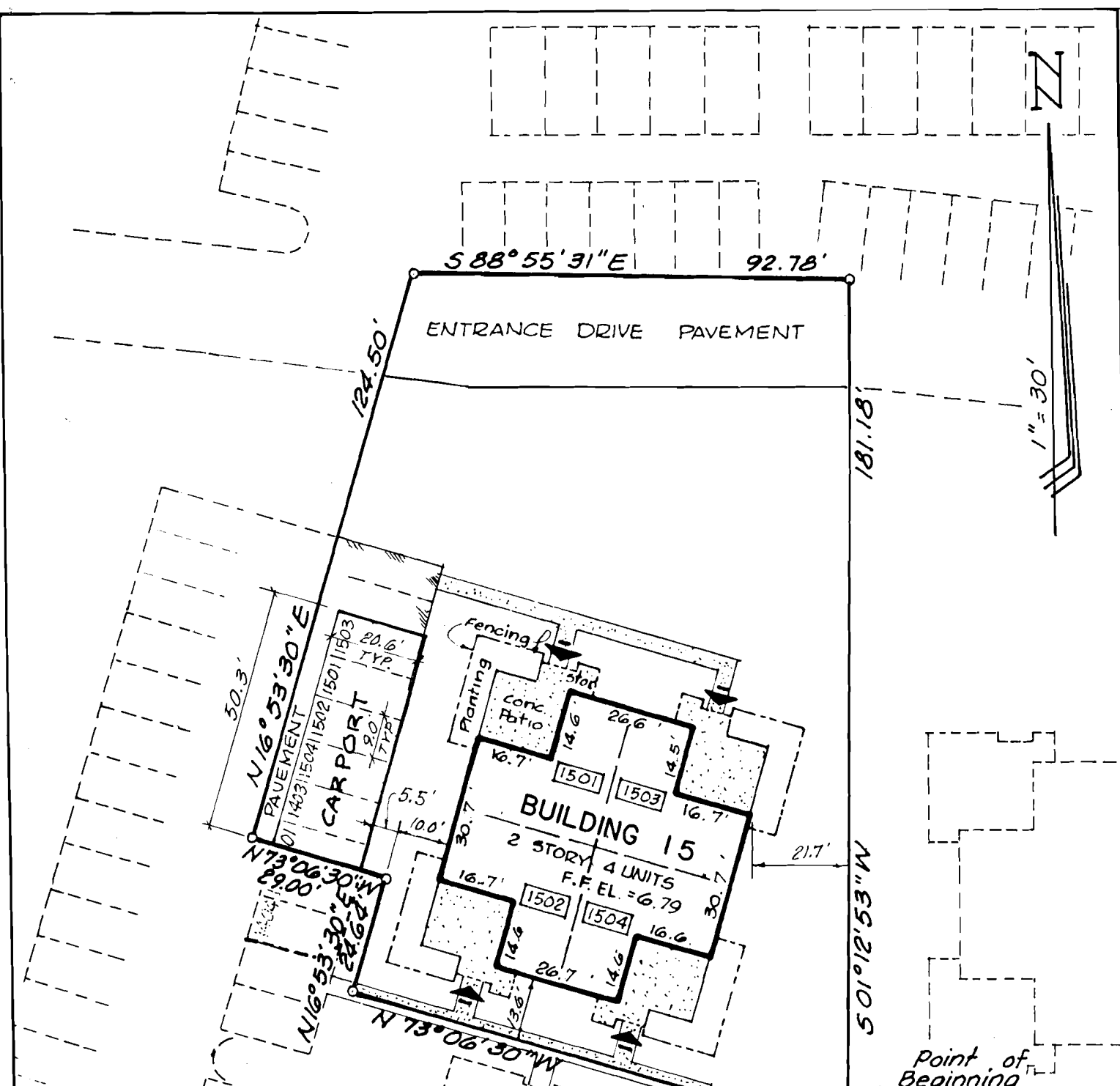

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES _____
Notary Public, State of Florida at Large
My Commission Expires Apr. 25, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

EXHIBIT "R" SHEET 1 OF 7

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS



PHASE FIFTEEN
BANANA BAY, A CONDOMINIUM

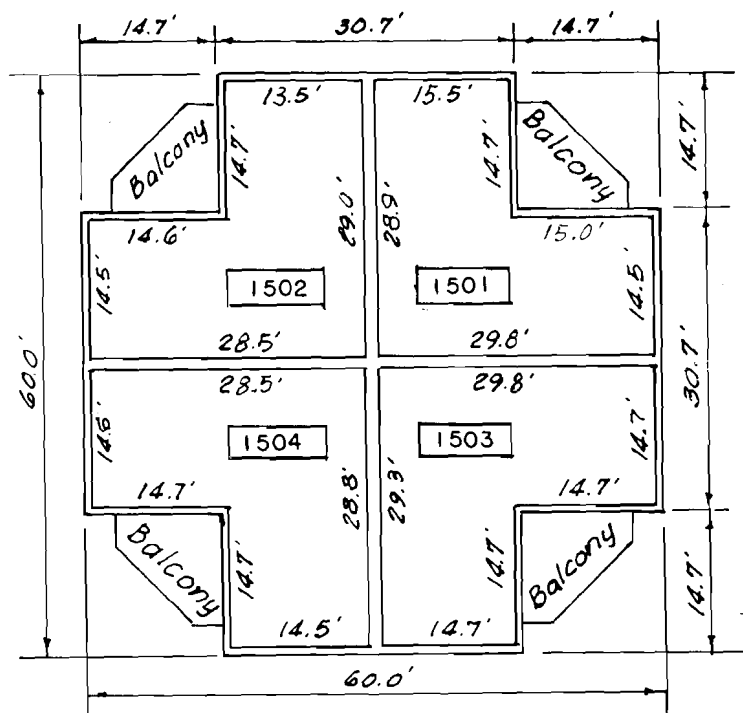


NOTE:

1. Numbered spaces are Limited Common Elements corresponding to the Unit numbers as shown.
2. [1501] denotes Unit number.
3. Elevations are based on NGVDatum of 1929

A PARCEL OF LAND LYING IN BLOCK "B" OF COCOA ISLES 11TH (CAPE ROYAL) ADDITION, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGES 50 AND 51 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK "B"; THENCE N07°20'47"E ALONG THE EAST LINE OF SAID BLOCK "B" FOR A DISTANCE OF 457.64 FEET; THENCE N73°06'30"W FOR A DISTANCE OF 368.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N73°06'30"W FOR A DISTANCE OF 109.22 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 24.64 FEET; THENCE N73°06'30"W FOR A DISTANCE OF 29.00 FEET; THENCE N16°53'30"E FOR A DISTANCE OF 124.50 FEET; THENCE S88°55'31"E FOR A DISTANCE OF 92.78 FEET; THENCE S01°12'53"W FOR A DISTANCE OF 181.18 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.413 ACRES MORE OR LESS.

**PHASE FIFTEEN
BANANA BAY, A CONDOMINIUM**

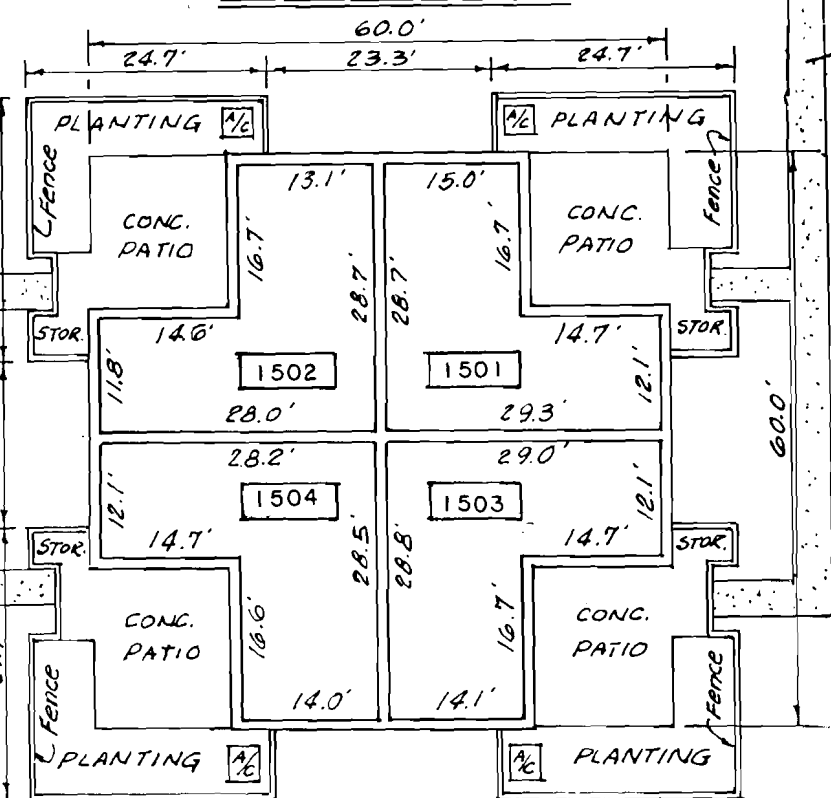


SECOND FLOOR

NOTES:

SECOND FLOOR ONLY

1. INTERIOR COMMON WALLS ARE 8" WALLS.
2. ALL EXTERIOR WALLS ARE 4" WALLS.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 15.70 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 23.70 FEET.
5. THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENT LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 7 OF 7 FOR LIMITS OF THE LIMITED COMMON ELEMENTS.



FIRST FLOOR

FIRST FLOOR ONLY

1. ALL WALLS ARE 8" WALLS.
2. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 6.79 FEET.
3. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 14.73 FEET.
4. THE FENCED PATIO AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS, SEE SHEET 6 OF 7 FOR LIMITS OF LIMITED COMMON ELEMENTS.

BUILDING 15
FLOOR PLAN

SURVEYOR'S NOTES:

1. THE UNITS ARE LOCATED AS SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS, EXCEPT AS INDICATED IN THE ABOVE NOTES.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. [1501] INDICATES UNIT NUMBERS.
5. SEE SHEET 5 OF 7 FOR THE INTERIOR PLANS OF THE INDIVIDUAL UNITS.

PHASE FIFTEEN
BANANA BAY, A CONDOMINIUM

DATE: 12 JULY 1985

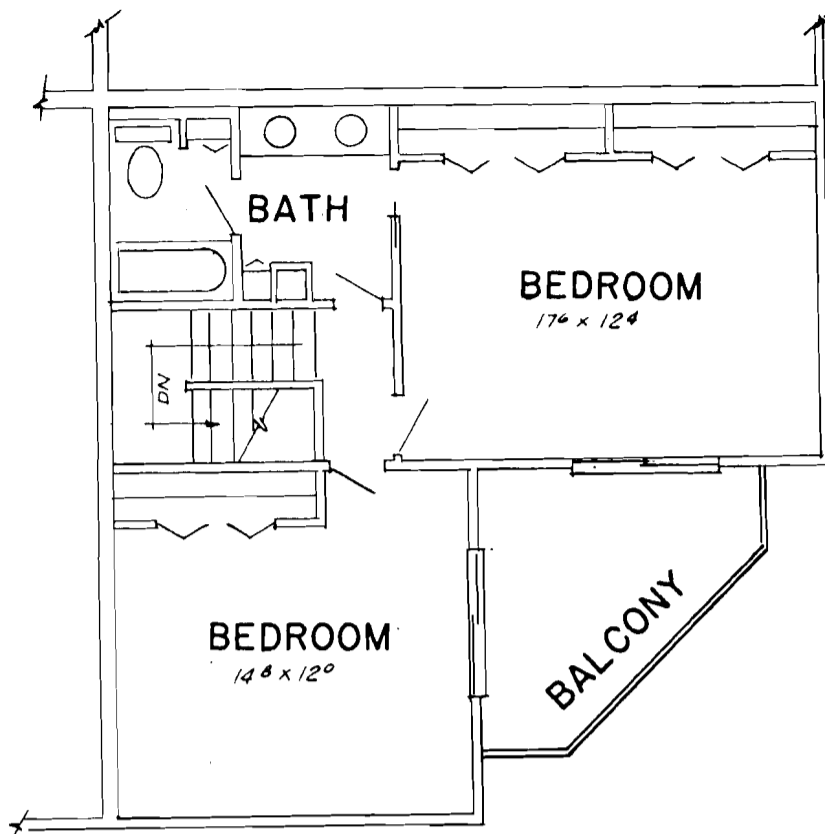
EXHIBIT R (PAGE)

SHEET 4 OF 7

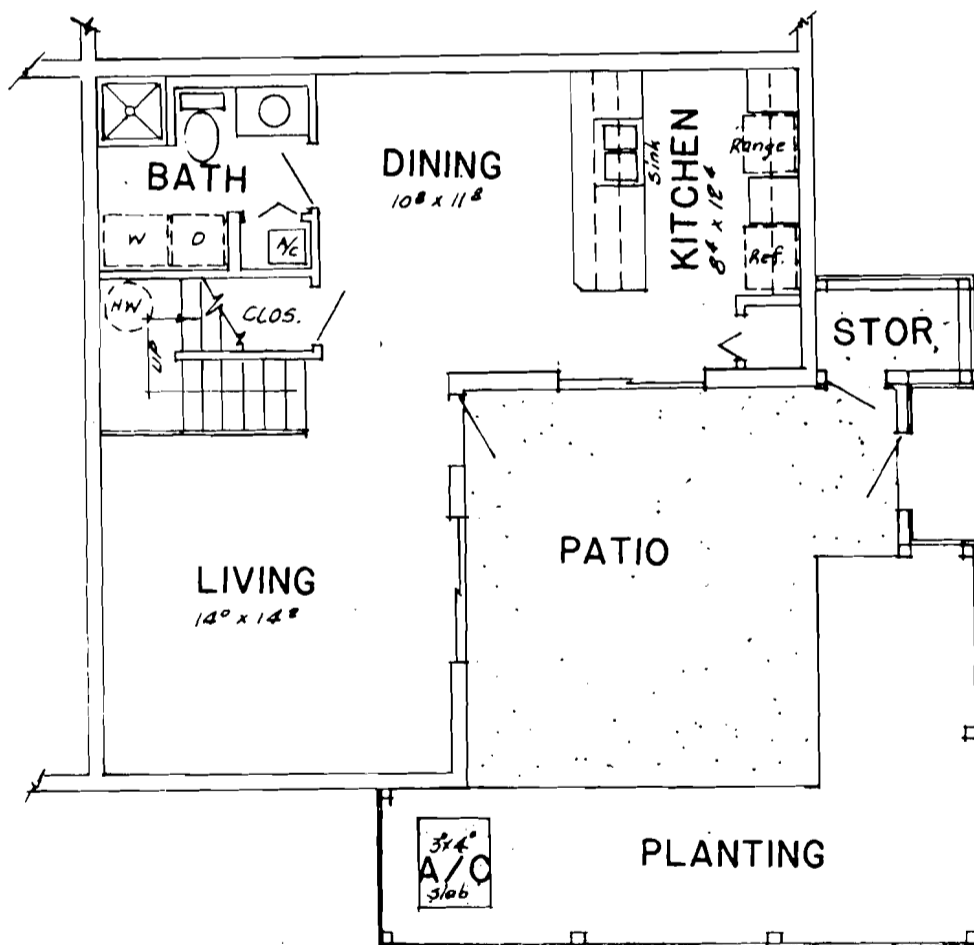
2618

2600

JUL 19 1985



SECOND FLOOR ARCHITECTURAL PLAN - TYPICAL



**FIRST FLOOR ARCHITECTURAL PLAN - TYPICAL
BUILDING 15**

SURVEYOR'S NOTE: THESE PLANS REFER TO NOTE 5 ON SHEET 4 OF 7

**PHASE FIFTEEN
BANANA BAY, A CONDOMINIUM**

DATE: 12 JULY 1985

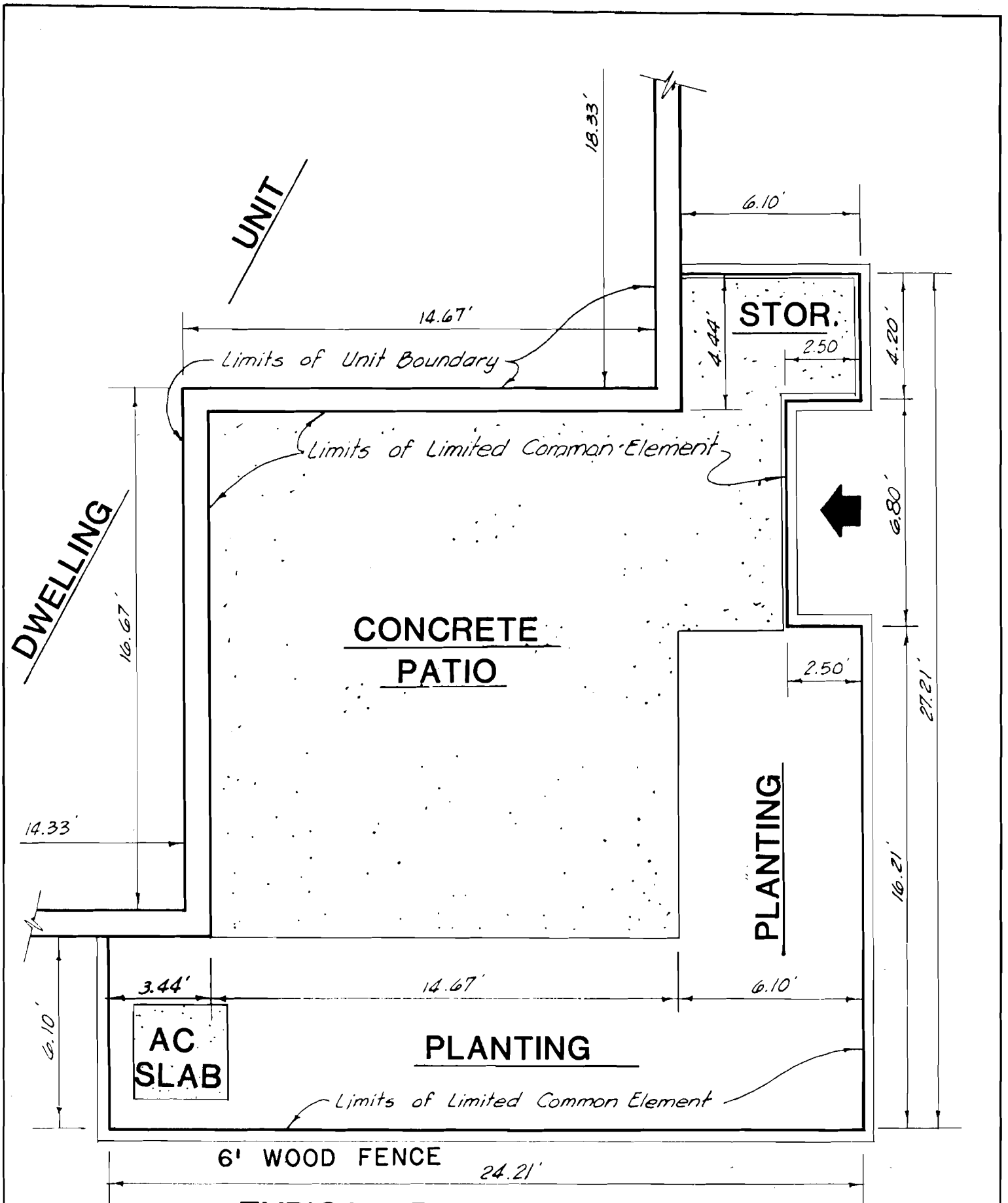
EXHIBIT R

SHEET 5 OF 7

2618

2601

JUL 19 1985



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1501 THRU 1504**

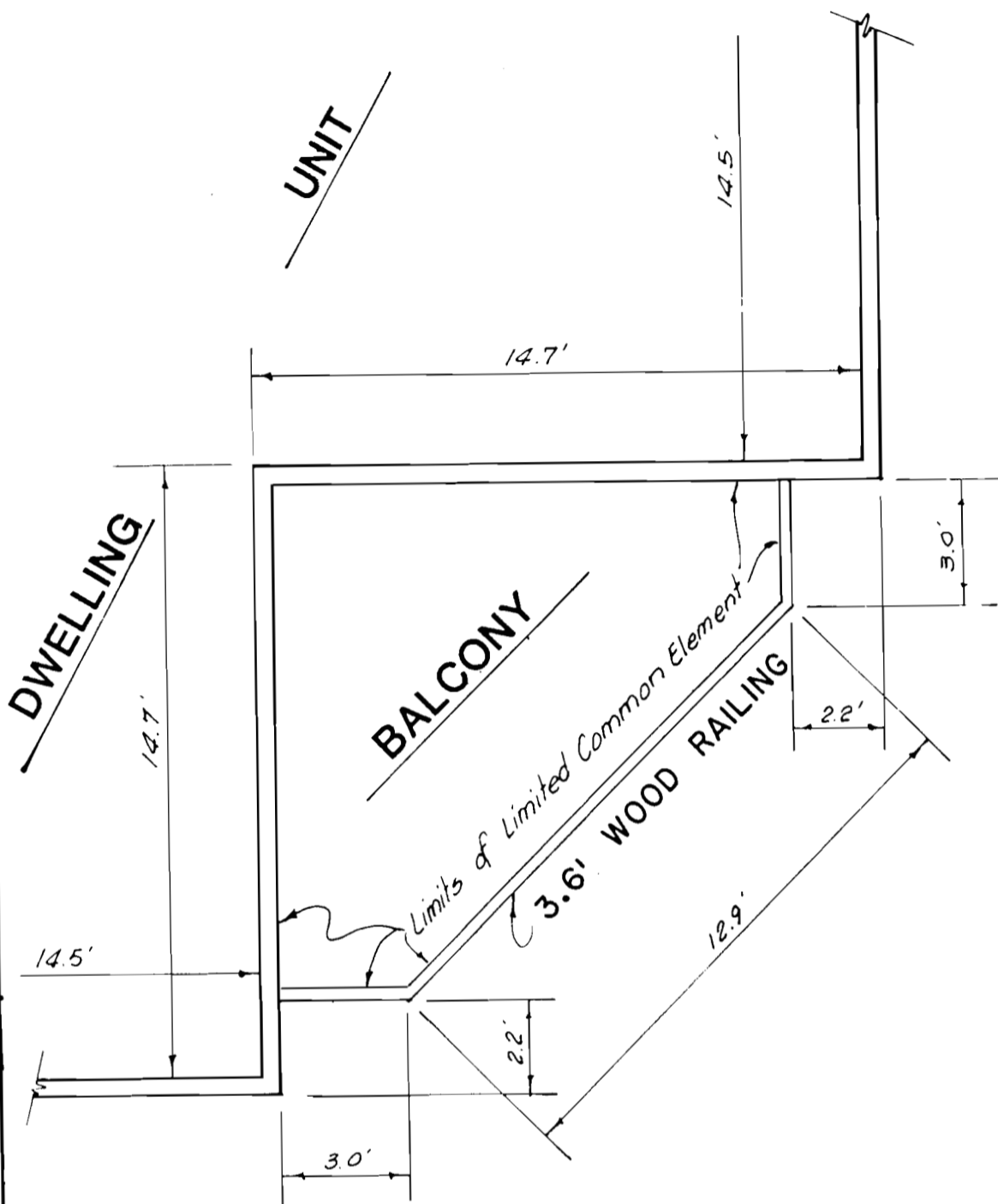
SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 4, "FIRST FLOOR ONLY", ON SHEET 4 OF 7.
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR BALCONY LOCATIONS.

PHASE FIFTEEN

BANANA BAY, A CONDOMINIUM



**TYPICAL PLAN OF LIMITED
COMMON ELEMENT FOR UNITS
1501 THRU 1504**

SCALE 1/4" = 1'-0"

SURVEYOR'S NOTE:

THIS PLAN REFERS TO NOTE 5, "SECOND FLOOR ONLY", ON SHEET 4 OF 7
SEE SHEET 3 OF 7 FOR CAR PARKING SPACE LOCATIONS, AND SEE SHEET 4 OF 7 FOR PATIO LOCATIONS.

**PHASE FIFTEEN
BANANA BAY, A CONDOMINIUM**

ROSE AND WELLER

ATTORNEYS AT LAW
101 N. ATLANTIC AVENUE
COCOA BEACH, FLORIDA 32931

WALTER T. ROSE, JR., P.A.
WILLIAM E. WELLER

POST OFFICE BOX 321255
TELEPHONE 784-0147
AREA CODE 407
(FAX) 784-4364

January 28, 1992

Donald Porteous, President
Banana Bay Condo. Assoc.
200 S. Banana River Blvd., #2205
Cocoa Beach, FL. 32931

Dear Mr. Porteous:

Please find enclosed:

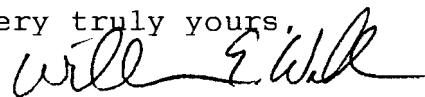
1) Original of a 1 page Amendment to Declaration of Condominium of Banana Bay, a Condominium signed by Donald C. Porteous on January 17, 1992, and recorded in OR Bk. 3174, pg.0173, Public Records of Brevard County, Florida.

2) Original of a 2 page Amendment to Declaration of Condominium of Banana Bay, a Condominium signed by Donald C. Porteous on January 17, 1992, and recorded in O.R. Bk. 3174, pgs.0174-0175, Public Records of Brevard County, Florida.

I have enclosed my billing for costs.

Should you need me further, please do not hesitate to do so.

Very truly yours,



William E. Weller

WEW/bvc

RETURN TO:
William E. Weller, Esq.
P.O. Box 321255
Cocoa Beach, FL. 32931

1
1.0
5.0
2

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
BANANA BAY
A CONDOMINIUM

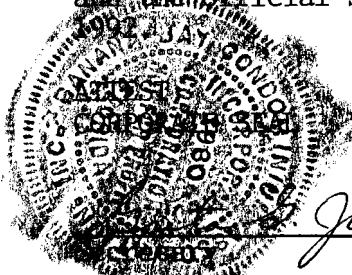
We, Donald C. Porteous and Greta G. Jones, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a meeting of the Board of Administration held the 13th day of November 1991, the Board of Directors did approve and recommend to the members of the Association a revision of Article IV of the Declaration of Condominium as recorded in Official Records Book 2264, Page 0240 of the Public Records of Brevard County, Florida and at a specially called meeting of the members of the Association held on the 15th day of January 1992 by an affirmative vote of more than sixty-seven percent (67%) of the entire membership of the Association, did approve the following amendment to the Declaration of Condominium of Banana Bay Condominium Association, Inc.

118107
RECORDED & VERIFIED
BREVARD COUNTY, FL
1992 JAN 21 PM 4:11

ARTICLE IV (APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS), third paragraph, to be amended as follows:

The balconies and the fenced area adjacent to the units as shown in Exhibit "A" are limited common elements. ~~(and the expenses of maintaining, repair or replacement relating to these limited common elements shall be borne by and assessed against the individual unit owner.)~~

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 17 day of January,

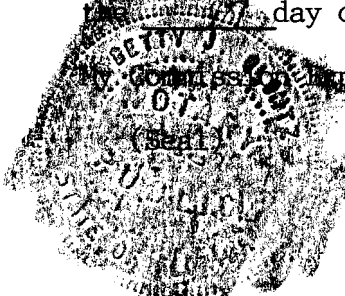

Greta G. Jones

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

Donald C. Porteous
President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS and GRETA G. JONES, who are known by me to be the persons described in and who executed the foregoing instrument as President and secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. Executed and sealed by me at Cocoa Beach, Florida, on the 17 day of January, 1992.


Betty J. Cloutz

STATE OF FLORIDA.
MY COMMISSION EXPIRES: Sep. 13, 1995.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

Betty J. Cloutz

ROSE AND WELLER
ATTORNEYS AT LAW
101 N. ATLANTIC AVENUE
COCOA BEACH, FLORIDA 32931

WALTER T. ROSE, JR., P.A.
WILLIAM E. WELLER

POST OFFICE BOX 321255
TELEPHONE 784-0147
AREA CODE 407
(FAX) 784-4364

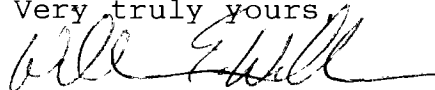
February 26, 1991

Banana Bay Condominium
Don Porteous
200 S. Banana River Blvd., #2205
Cocoa Beach, FL. 32931

Dear Mr. Porteous:

Please find enclosed original recorded Amendment to Declaration of Condominium which was recorded in OR Book 3110, page 0411-0412, Public Records of Brevard County, Florida.

Very truly yours,



William E. Weller

WEW/bvc

2
 1.50
 9.00
 NAMES
 BREVARD COUNTY
 CLERK'S OFFICE

AMENDMENT TO
DECLARATION OF CONDOMINIUM
BANANA BAY CONDOMINIUM ASSOCIATION, INC.
 A Condominium
 COCOA BEACH, FLORIDA
 (A Corporation Not For Profit)

We, Donald C. Porteous and Wilbur M. Young, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a meeting of the members of BANANA BAY CONDOMINIUM ASSOCIATION, INC., duly held in accordance with the Bylaws and Articles of Incorporation of the Association, the following amendment to the Declaration of the Condominium establishing BANANA BAY, a condominium, recorded in Official Records Book 2264, Pages 0239 through 0285, as amended in Official Records Book 2268, Pages 1372 through 1381, and as further amended in Official Records Book 2270, Page 1112, and as amended in Official Records Book 2289, Page 1196, and as amended in Official Records Book 2333, Page 1902, and as amended in Official Records Book 2455, Page 1754, and as amended in Official Records Book 2483, Page 871, and as amended in Official records Book 2445, Page 778, and as amended in Official Records Book 2550, Page 1490, and as amended in Official Records Book 2571, Page 0326, and as amended in Official Records Book 2602, Page 2905 of the Public Records of Brevard County, Florida, to wit:

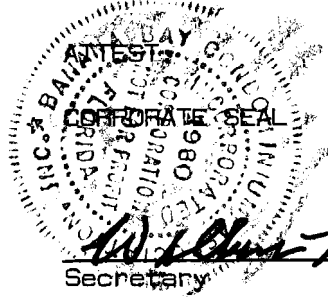
AMENDMENT TO DECLARATION OF CONDOMINIUM

The Declaration of Condominium establishing BANANA BAY, a condominium, and the amendments thereto, all of which are recorded in the Public Records of Brevard County, Florida, with particular reference to that certain amendment recorded in Official Records Book 2571, Page 0326, Public Records of Brevard County, Florida, is hereby amended as follows:

1. All references to the hydrosipa and exercise room are deleted.

was approved by the owners of 76% of the units whose votes were cast in person, by mail or by proxy at the meeting, the meeting having been held on the 6th day of March, 1990, and, pursuant to Article XIII the Declaration above described stands amended as herein set forth. As required by said Article XIII this Amendment has been submitted to each institutional first mortgagee and the written record of such notification is maintained in the official books and records of BANANA BAY CONDOMINIUM ASSOCIATION, INC.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 14th day of February, 1991.



Wilbur M. Young
 Secretary

Donald C. Porteous
 President

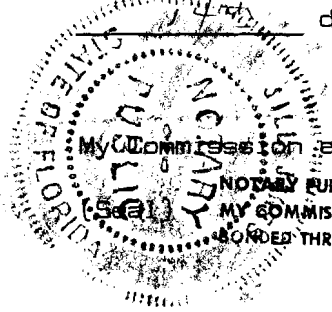
ROSE AND WELLER
 ATTORNEYS AT LAW
 101 N. ATLANTIC AVENUE
 COCOA BEACH, FLORIDA 32931

RECORDED & VERIFIED
 961612
 91 FEB 20 PM 1:20
Handwritten signature

RK 211 P. 11

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS AND WILBUR M. YOUNG, who are known by me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida Corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation. Executed and sealed by me at Cocoa Beach, Florida, on the 4th day of February, 1991.



My Commission expires _____

Julie Jones
Notary Public

ROSE AND WELLER
ATTORNEYS AT LAW
101 N. ATLANTIC AVENUE
COCOA BEACH, FLORIDA 32931

WALTER T. ROSE, JR., P.A.
WILLIAM E. WELLER

POST OFFICE BOX 321255
TELEPHONE 784-0147
AREA CODE 407
(FAX) 784-4364

January 28, 1992

Donald Porteous, President
Banana Bay Condo. Assoc.
200 S. Banana River Blvd., #2205
Cocoa Beach, FL. 32931

Dear Mr. Porteous:

Please find enclosed:

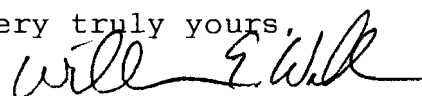
1) Original of a 1 page Amendment to Declaration of Condominium of Banana Bay, a Condominium signed by Donald C. Porteous on January 17, 1992, and recorded in OR Bk. 3174, pg.0173, Public Records of Brevard County, Florida.

2) Original of a 2 page Amendment to Declaration of Condominium of Banana Bay, a Condominium signed by Donald C. Porteous on January 17, 1992, and recorded in O.R. Bk. 3174, pgs.0174-0175, Public Records of Brevard County, Florida.

I have enclosed my billing for costs.

Should you need me further, please do not hesitate to do so.

Very truly yours,



William E. Weller

WEW/bvc

ROSE AND WELLER
ATTORNEYS AT LAW
101 N. ATLANTIC AVENUE
COCOA BEACH, FLORIDA 32931

WALTER T. ROSE, JR., P.A.
WILLIAM E. WELLER

POST OFFICE BOX 321255
TELEPHONE 784-0147
AREA CODE 407
(FAX) 784-4364

January 28, 1992

Donald Porteous, President
Banana Bay Condo. Assoc.
200 S. Banana River Blvd., #2205
Cocoa Beach, FL. 32931

Dear Mr. Porteous:

Please find enclosed:

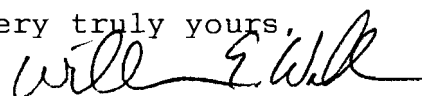
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I have enclosed my billing for costs.

Should you need me further, please do not hesitate to do so.

Very truly yours,



William E. Weller

WEW/bvc

RETURN TO:

William E. Weller, Esq.
P.O. Box 321255
Cocoa Beach, FL. 32931

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
BANANA BAY
A CONDOMINIUM

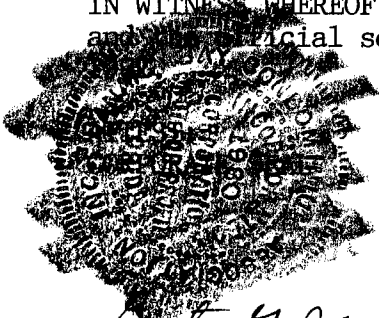
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We, Donald C. Porteous and Greta G. Jones, as President and Secretary respectively of Banana Bay Condominium Association, Inc., a corporation not for profit, do hereby certify that at a meeting of the Board of Administration held the 13th day of November 1991, the Board of Directors did approve and recommend to the members of the Association a revision of Article IX of the Declaration of Condominium as recorded in Official Records Book 2264, Page 0240 of the Public Records of Brevard County, Florida and at a specially called meeting of the members of the Association held on the 15th day of January, 1992, by an affirmative vote of more than sixty-seven percent (67%) of the entire membership of the Association, did approve the following amendment to the Declaration of Condominium of Banana Bay Condominium Association, Inc.

ARTICLE IX (RESPONSIBILITY FOR MAINTENANCE AND REPAIRS), Paragraph b to be amended as follows:

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other utility services to the apartments and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, but excluding sliding glass doors and screen windows and screens, shall be the Association's responsibility. The Association's responsibility for maintenance of limited common elements inside fenced areas at townhouses (reference Article IV) shall not include the grounds, i.e., the concrete slab, shrubbery, plantings, etc. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as such officers and the official seal of the corporation, this the 17 day of January,



Greta G. Jones
Secretary

BANANA BAY CONDOMINIUM ASSOCIATION, INC.

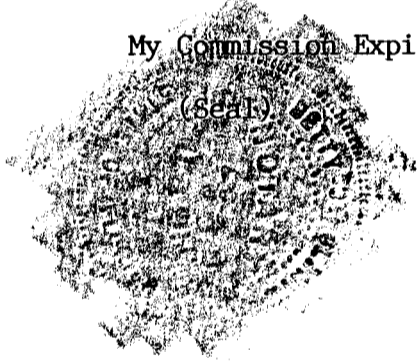
Donald C. Porteous
President

116103
1992 JAN 21 PM 6:11
RECORDED & VERIFIED
BREVARD CO. FL.

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS and GRETA G. JONES, who are known by me to be the persons described in and who executed the foregoing instrument as President and secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. Executed and sealed by me at Cocoa Beach, Florida, on the 17 day of January, 1992.

My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: FEB. 13, 1995
IN THE PRESENCE OF THE NOTARY PUBLIC UNDERWRITING Betty J. Clouty



STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this date before me personally appeared DONALD C. PORTEOUS and GRETA G. JONES, who are known by me to be the persons described in and who executed the foregoing instrument as President and secretary, respectively, of Banana Bay Condominium Association, Inc., a Florida corporation not for profit. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. Executed and sealed by me at Cocoa Beach, Florida, on the 17 day of January, 1992.

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: SEP. 13, 1995
BY THE NOTARY PUBLIC UNDERWRITERS

Betty J. Clouty

