

# CONDOMINIUM PLAT

SURVEYOR'S CERTIFICATE

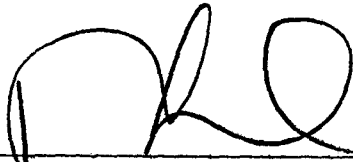
FOR:

## VENETIAN BAY A CONDOMINIUM

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT, CONSISTING OF SHEETS 1 THRU 17, INCLUSIVE, IS NOT COMPLETE, HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN IN THE ATTACHED EXHIBITS (BEING SHEETS 1 THRU 17, INCLUSIVE), TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING "VENETIAN BAY, A CONDOMINIUM", IS AN ACCURATE REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THE IDENTIFICATION AND LOCATION OF UNITS, PARKING, DRIVES, ACCESS AND COMMON AREAS CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE 5TH DAY OF SEPTEMBER, 2002, A. D.

BY:

  
9/5/02  
ROBERT M. PACKARD, PSM  
REG. FLORIDA SURVEYOR & MAPPER #3867



CFN 2004089129

OR Book/Page: 5236 / 1445

## CERTIFICATION

DRAWN BY: STG

CHK'D BY: RMP

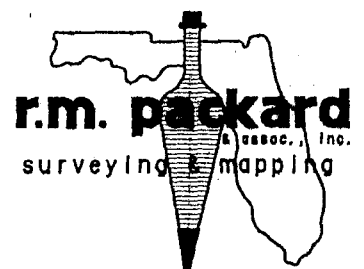
DATE: 6/17/02

JOB #: 02-156

SHEET 1 OF 17

BY "AKE DEVELOPMENT, INC."

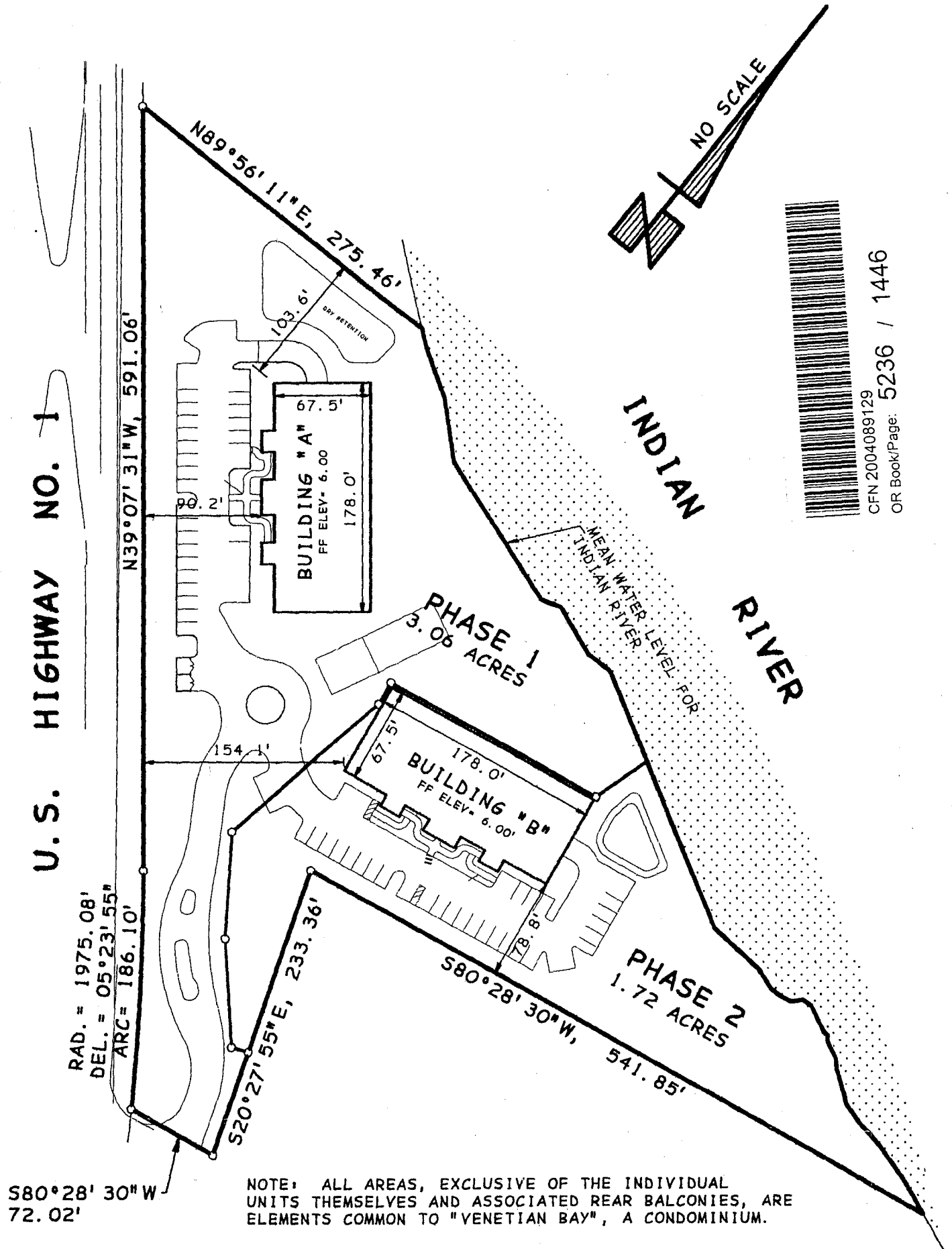
TYPICAL UNITS / 8TH FLOOR  
**VENETIAN BAY**  
A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-8335

# CONDOMINIUM PLAT

U.S. HIGHWAY NO. 1



CFN 2004089129  
OR Book/Page: 5236 / 1446

RAD. = 1975.08'  
DEL. = 05°23'55"  
ARC = 186.10'

S80°28'30"W  
72.02'

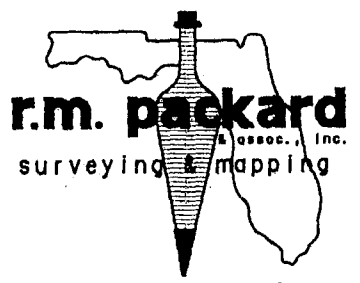
NOTE: ALL AREAS, EXCLUSIVE OF THE INDIVIDUAL UNITS THEMSELVES AND ASSOCIATED REAR BALCONIES, ARE ELEMENTS COMMON TO "VENETIAN BAY", A CONDOMINIUM.

## SITE PLAN

DRAWN BY: ST6  
CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

BY "AKE DEVELOPMENT, INC."

SITE PLAN OF  
**VENETIAN BAY**  
A CONDOMINIUM

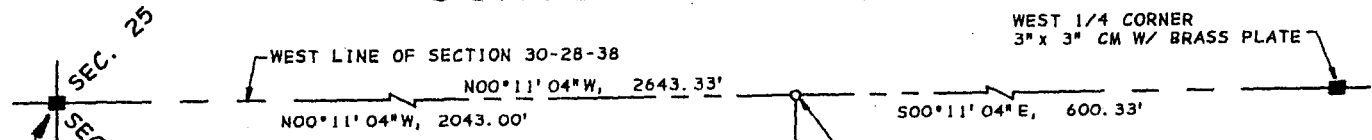


1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

SHEET 2 OF 17

# CONDOMINIUM PLAT

WEST 1/4 CORNER  
3" x 3" CM W/ BRASS PLATE



LINE	LENGTH	BEARING
L1	14.06'	N51°27'33\"W
L2	42.34'	N58°40'37\"W
L3	50.55'	N47°19'32\"W
L4	16.25'	N72°08'43\"E
L5	42.51'	S19°22'47\"E
L6	20.32'	N18°03'43\"E
L7	37.83'	S80°57'08\"E
L8	46.24'	S86°03'42\"E
L9	18.77'	S72°31'57\"E
L10	7.99'	S88°47'00\"W
L11	10.24'	S76°51'09\"W
L12	8.61'	S41°27'41\"W
L13	7.82'	S87°24'50\"W
L14	21.63'	N65°06'47\"W
L15	4.90'	N82°53'20\"W
L16	5.20'	N39°39'08\"W
L17	12.51'	N66°47'59\"W
L18	10.36'	N46°03'55\"W
L19	27.85'	N54°32'00\"W
L20	20.08'	N74°22'44\"W
L21	9.88'	N84°32'27\"W
L22	9.98'	N76°5'00\"W
L23	35.87'	N74°50'54\"W
L24	27.85'	N68°46'14\"W

POINT OF COMMENCEMENT  
S.W. CORNER OF SEC. 30-28-38  
FND. 4\" x 4\" CM  
HORIZONTAL LB 6360

S.W. CORNER OF  
DEED BOOK 297, PAGE 130

SOUTH LINE OF  
DEED BOOK 297, PAGE 130

SOUTH 100' OF  
TAX PARCEL #503.1

U.S. HIGHWAY NO. 1  
EAST R/W LINE

PARENT  
4.78 ACRES

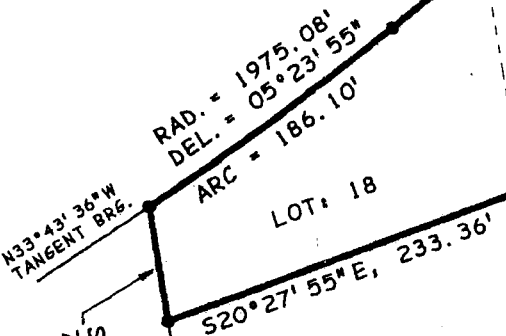
LANDS DESCRIBED PER TITLE  
COMMITMENT NO. 864-883425

MEAN WATER LEVEL LINE  
ELEV. = 0.48 FEET  
(AGVD OF 1929)  
LOCATED 5/28/01

INDIAN RIVER



CFN 2004089129  
OR Book/Page: 5236 / 1447



GRAN'S SUBDIVISION OF CAPE MALABAR  
PLAT BOOK 12, PAGE 18

LANDS PER  
O.R. 2320, PAGE 595



DRAWN BY: STG  
CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

BY "AKE DEVELOPMENT, INC."

BOUNDARY SURVEY OF  
**VENETIAN BAY**  
A CONDOMINIUM

**r.m. packard**  
& associates, Inc.  
surveying & mapping

1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

# CONDOMINIUM PLAT

WEST 1/4 CORNER  
3" x 3" CM W/ BRASS PLATE

POINT OF COMMENCEMENT  
S.W. CORNER OF SEC. 30-28-38  
FND. 4" x 4" CM  
\* HORIZON LB 6360\*

WEST LINE OF SECTION 30-28-38

N00°11'04"W, 2643.33'  
N00°11'04"W, 2043.00'

S00°11'04"E, 600.33'

S.W. CORNER OF D.B.  
297, PAGE 130

LINE	LENGTH	BEARING
L1	14.06'	N51°27'39"W
L2	42.34'	N58°40'37"W
L3	50.55'	N47°19'32"W
L4	16.25'	N72°08'43"E
L5	42.51'	S69°22'47"E
L6	20.32'	N88°03'45"E
L7	37.83'	S60°57'08"E
L8	46.24'	S86°03'42"E
L9	18.77'	S72°31'57"E
L10	7.99'	S88°47'00"W
L11	10.24'	S76°51'09"W
L12	8.61'	S41°27'41"W
L13	7.82'	S87°24'50"W
L14	21.63'	N65°06'47"W
L15	4.90'	N82°53'20"W
L16	5.20'	N39°39'09"W
L17	12.51'	N66°47'59"W
L18	10.36'	N46°03'55"W
L19	27.85'	N54°32'00"W
L20	20.08'	N74°22'44"W
L21	9.88'	N84°32'27"W
L22	9.98'	N76°5'00"W
L23	35.87'	N74°50'54"W
L24	27.85'	N68°46'14"W

L25	66.07'	N54°20'48"E
L26	33.60'	N35°39'12"W
L27	149.10'	N09°50'28"E
L28	19.29'	N09°31'30"W
L29	180.50'	N80°28'30"E
L30	47.54'	N16°40'40"E
L31	148.77'	N20°27'55"W
L32	13.45'	S67°05'02"W
L33	83.81'	N42°35'46"W
L34	49.94'	N35°39'12"W
L35	84.59'	N20°27'55"W

SOUTH LINE OF  
DEED BOOK 297, PAGE 130

N89°56'11"E, 1038.44'

LANDS DESCRIBED PER TITLE  
COMMITMENT NO. 864-883425

SOUTH 100' OF  
TAX PARCEL #503.1

U.S. HIGHWAY NO. 1

PHASE 1  
3.06 ACRES

PHASE 2  
1.72 ACRES

INDIAN RIVER

N33°43'36"W  
TANGENT BRG.  
72.02'  
580'28'30"W  
M.0E

RAD. = 1975.08'  
DEL. = 05°23'55"  
ARC = 186.10'  
LOT 18

S20°27'55"E, 233.36'

N.E. CORNER  
OF LOT 18

LANDS PER  
O.R. 2320, PAGE 595

MEAN WATER LEVEL LINE  
(ELEV. 0.48 FEET  
IN 1929)  
LOCATED 5/29/01

\* GRAN'S SUBDIVISION OF CAPE MALABAR\*  
PLAT BOOK 12, PAGE 18

NORTH LINE SUBDIVISION  
580'28'30"W, 541.85'

SCALE 1" = 120'



CFN 2004089129  
OR Book/Page: 5236 / 1448

DRAWN BY: STG  
CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

BY "AKE DEVELOPMENT, INC."

PHASE BOUNDARIES OF  
**VENETIAN BAY**  
A CONDOMINIUM

**r.m. packard**  
surveying & mapping

1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

SHEET 4 OF 17

# CONDOMINIUM PLAT

## DESCRIPTION OF PARENT (AS FURNISHED):

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING LANDS DESCRIBED ON EXHIBIT "A" OF TITLE COMMITMENT NO. 864-883425 PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, TOGETHER WITH LANDS DESCRIBED IN O.R.B. 2320, PAGE 595, TOGETHER WITH LOT 18, "GRANS SUBDIVISION OF CAPE MALABAR", PLAT BOOK 12, PAGE 18, AS RECORDED IN THE PUBLIC RECORDS OF SAID BREVARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 30 AND RUN N.00°11'04"W., ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 2043.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DEED BOOK 297, PAGE 130 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY; THENCE N.89°56'11"E., ALONG THE SOUTH LINE OF SAID DEED BOOK 297, PAGE 130, A DISTANCE OF 1038.44 FEET TO THE EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 1 AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 70010-2277 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N.39°07'31"W., ALONG THE EAST RIGHT OF WAY, A DISTANCE OF 258.68 FEET; THENCE N.89°56'11"E., A DISTANCE OF 275.46 FEET TO THE "MEAN WATER LEVEL LINE" OF THE INDIAN RIVER; THENCE RUN SOUTHEASTERLY, ALONG SAID "MEAN WATER LEVEL LINE" THE FOLLOWING CALLS: S.51°27'33"E., A DISTANCE OF 14.06 FEET; S.58°40'37"E., A DISTANCE OF 42.34 FEET; S.47°19'32"E., A DISTANCE OF 50.55 FEET; S.71°06'47"E., A DISTANCE OF 125.64 FEET; S.72°08'43"W., A DISTANCE OF 16.25 FEET; S.69°22'47"E., A DISTANCE OF 42.51 FEET; S.88°03'45"W., A DISTANCE OF 20.32 FEET; S.61°14'05"E., A DISTANCE OF 177.40 FEET; S.60°57'08"E., A DISTANCE OF 37.83 FEET; S.86°03'42"E., A DISTANCE OF 46/24 FEET; S.72°31'57"E., A DISTANCE OF 18.77 FEET; S.88°47'00"W., A DISTANCE OF 7.99 FEET; S.76°56'01"W., A DISTANCE OF 10.24 FEET; S.41°27'41"W., A DISTANCE OF 8.61 FEET; S.87°24'50"W., A DISTANCE OF 7.82 FEET; S.65°06'47"E., A DISTANCE OF 21.63 FEET; S.82°53'20"E., A DISTANCE OF 4.90 FEET; S.39°39'09"E., A DISTANCE OF 5.20 FEET; S.66°47'59"E., A DISTANCE OF 12.51 FEET; S.46°03'55"E., A DISTANCE OF 10.36 FEET; S.54°32'00"E., A DISTANCE OF 27.85 FEET; S.74°22'44"E., A DISTANCE OF 20.08 FEET; S.84°32'27"E., A DISTANCE OF 9.88 FEET; S.76°55'00"E., A DISTANCE OF 9.98 FEET; S.74°50'54"E., A DISTANCE OF 35.87 FEET; S.68°46'14"E., A DISTANCE OF 27.85 FEET TO THE INTERSECTION OF THE SAID "MEAN WATER LEVEL LINE" AND THE NORTH LINE OF "GRANS SUBDIVISION OF CAPE MALABAR", AS RECORDED IN PLAT BOOK 12, PAGE 18 OF THE SAID PUBLIC RECORDS; THENCE S.80°28'30"W., ALONG THE NORTH LINE OF SAID "GRANS SUBDIVISION", A DISTANCE OF 541.85 FEET TO THE NORTHEAST CORNER OF LOT 18 PER SAID "GRANS SUBDIVISION"; THENCE S.20°27'55"E., ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 233.36 FEET TO THE NORTH RIGHT OF WAY LINE OF GRAN AVENUE (A 30 FOOT RIGHT OF WAY PER SAID PLAT BOOK 12, PAGE 18); THENCE S.80°28'30"W., ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 72.02 FEET TO POINT ON THE EAST RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, SAID POINT ALSO BEING ON A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1975.08 FEET AND A CENTRAL ANGLE OF 05°23'55"; THENCE FROM A TANGENT BEARING OF N.33°43'36"W., RUN NORTHWESTERLY, ALONG SAID CURVE AND SAID EAST RIGHT OF WAY, AN ARC DISTANCE OF 186.10 FEET; THENCE N.39°07'31"W., CONTINUING ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 332.38 FEET TO THE POINT OF BEGINNING; CONTAINING 4.78 ACRES OF LAND, MORE OR LESS.

## NOTES:

- 1.) THE BEARING STRUCTURE OF THIS PLAT IS BASED ON AN ASSUMED MERIDIAN FOR COMPUTATIONAL PURPOSES. SPECIFICALLY, THE EAST LINE OF SECTION 30-28-38 = A BEARING OF N00°11'04"W.
- 2.) THE TRACT(S) DESCRIBED HEREIN WERE DETERMINED TO LIE WITHIN FLOOD ZONES "AE" AND "X" PURSUANT TO FIRM #12009C0540 E, MAP INDEX DATED 11/19/97.
  - \* ZONE "AE" = "FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOODS" WITH A "BASE FLOOD ELEVATION OF 6.0 (NGVD OF 1929)
  - \* ZONE "X" = "THOSE AREAS DETERMINED TO LIE OUTSIDE THE 500 YEAR FLOOD PLAIN"



CFN 2004089129  
OR Book/Page: 5236 / 1449

DRAWN BY: STG

CHK'D BY: RMP

DATE: 6/17/02

JOB #: 02-156

SHEET 5 OF 17

BY "AKE DEVELOPMENT, INC."

PARENT DESCRIPTION OF  
**VENETIAN BAY**  
A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 832-8335

# CONDOMINIUM PLAT

## DESCRIPTION OF PHASE 1 (AS FURNISHED):

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING LANDS DESCRIBED ON EXHIBIT "A" OF TITLE COMMITMENT NO. 864-883425 PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, TOGETHER WITH LANDS DESCRIBED IN O.R.B. 2320, PAGE 595, TOGETHER WITH LOT 18, "GRANS SUBDIVISION OF CAPE MALABAR", PLAT BOOK 12, PAGE 18, AS RECORDED IN THE PUBLIC RECORDS OF SAID BREVARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 30, AND RUN  $00^{\circ}11'04''$  W., ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 2043.00 FEET TO THE SOUTHWEST CORNER OF ALDNS DESCRIBED IN DEED BOOK 297, PAGE 130 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY; THENCE  $N.89^{\circ}56'11''$  E., ALONG THE SOUTH LINE OF SAID DEED BOOK 297, PAGE 130, A DISTANCE OF 1038.44 FEET TO THE EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 1, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT OF WAY MAP, SECTION 70010-2277 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE  $N.39^{\circ}07'31''$  W., ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 258.68 FEET; THENCE  $N.89^{\circ}56'11''$  E., A DISTANCE OF 275.46 FEET TO THE "MEAN WATER LEVEL LINE" OF THE INDIAN RIVER; THENCE RUN SOUTHEASTERLY, ALONG SAID "MEAN WATER LEVEL LINE" FOLLOWING CALLS;  $S.51^{\circ}27'33''$  E., A DISTANCE OF 14.06 FEET;  $S.58^{\circ}40'37''$  E., A DISTANCE OF 42.34 FEET;  $S.47^{\circ}19'32''$  E., A DISTANCE OF 50.55 FEET;  $S.71^{\circ}06'47''$  E., A DISTANCE OF 125.64 FEET;  $S.72^{\circ}08'43''$  W., A DISTANCE OF 16.25 FEET;  $S.69^{\circ}22'47''$  E., A DISTANCE OF 42.51 FEET;  $S.88^{\circ}03'45''$  W., A DISTANCE OF 20.32;  $S.61^{\circ}14'05''$  E., A DISTANCE OF 76.20 FEET; THENCE  $S.16^{\circ}40'40''$  W., LEAVING SAID "MEAN WATER LEVEL LINE", A DISTANCE OF 47.54 FEET; THENCE  $S.80^{\circ}28'30''$  W., A DISTANCE OF 180.50 FEET; THENCE  $S.09^{\circ}31'30''$  E., A DISTANCE OF 19.29 FEET; THENCE  $S.09^{\circ}50'28''$  W., A DISTANCE OF 149.10 FEET; THENCE  $S.35^{\circ}39'12''$  E., A DISTANCE OF 83.54 FEET; THENCE  $S.42^{\circ}35'56''$  E., A DISTANCE OF 83.81 FEET; THENCE  $N.67^{\circ}05'02''$  E., A DISTANCE OF 13.34 FEET TO THE EAST LINE OF SAID LOT 18; THENCE  $S.20^{\circ}27'55''$  E., ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 84.59 FEET TO THE NORTH RIGHT OF WAY LINE OF GRAN AVENUE (A 30 FOOT RIGHT OF WAY PER SAID PLAT BOOK 12, PAGE 18); THENCE  $S.80^{\circ}28'30''$  W., ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 72.02 FEET TO POINT ON THE EAST RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 1, SAID POINT ALSO BEING ON A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS 1975.08 FEET AND A CENTRAL ANGLE OF  $05^{\circ}23'55''$ ; THENCE FROM A TANGENT BEARING OF  $N33^{\circ}43'36''$  W., RUN NORTHWESTERLY, ALONG SAID CURVE AND SAID EAST RIGHT OF WAY, AN ARC DISTANCE OF 186.10 FEET; THENCE  $N.39^{\circ}07'31''$  W., CONTINUING ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 332.38 FEET TO THE POINT OF BEGINNING; CONTAINING 3.06 ACRES OF LAND, MORE OR LESS.



CFN 2004089129  
OR Book/Page: 5236 / 1450

DRAWN BY: STG

CHK'D BY: RMP

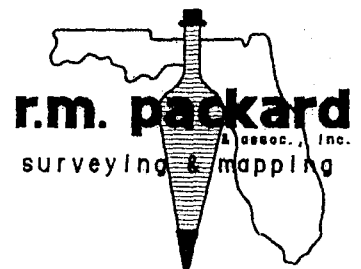
DATE: 6/17/02

JOB #: 02-156

SHEET 6 OF 17

BY "AKE DEVELOPMENT, INC."

PHASE 1 DESCRIPTION OF  
**VENETIAN BAY**  
A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

# CONDOMINIUM PLAT

## DESCRIPTION OF PHASE 2 (AS FURNISHED):

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING LANDS DESCRIBED ON EXHIBIT "A" OF TITLE COMMITMENT NO. 864-883425 PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, TOGETHER WITH LANDS DESCRIBED IN O.R.B. 2320, PAGE 595, TOGETHER WITH LOT 18, "GRANS SUBDIVISION OF CAPE MALABAR", PLAT BOOK 12, PAGE 18, AS RECORDED IN THE PUBLIC RECORDS OF SAID BREVARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 30, AND RUN N.00°11'04"W., ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 2043.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DEDD BOOK 297, PAGE 130 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY; THENCE N.89°56'11"E., ALONG THE SOUTH LINE OF SAID DEED BOOK 297, PAGE 130, A DISTANCE OF 1038.44 FEET TO THE EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 1 AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 70010-2277; THENCE S.39°07'31"E., ALONG THE SAID EAST RIGHT OF WAY, A DISTANCE OF 332.38 FEET; THENCE N54°20'48"E., LEAVING SAID RIGHT OF WAY, A DISTANCE OF 66.07 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N.35°39'12"W., A DISTANCE OF 33.60 FEET; THENCE N.09°50'28"E., A DISTANCE OF 149.10 FEET; THENCE N.09°31'30"W., A DISTANCE OF 19.29 FEET; THENCE N.80°28'30"E., A DISTANCE OF 180.50 FEET; THENCE N.16°40'40"E., A DISTANCE OF 47.54 FEET TO THE "MEAN WATER LEVEL LINE" OF THE INDIAN RIVER; THENCE RUN SOUTHEASTERLY, ALONG SAID "MEAN WATER LEVEL LINE" THE FOLLOWING CALLS; S.61°14'05"E., A DISTANCE OF 101.19 FEET; S.60°57'08"E., A DISTANCE OF 37.83 FEET; S.86°03'42"E., A DISTANCE OF 46.24 FEET; S.72°31'57"E., A DISTANCE OF 18.77 FEET; S.88°47'00"W., A DISTANCE OF 7.99 FEET; S.76°51'09"W., A DISTANCE OF 10.24 FEET; S.41°27'41"W., A DISTANCE OF 8.61 FEET; S.87°24'50"W., A DISTANCE OF 7.82 FEET; S.65°06'47"E., A DISTANCE OF 21.63 FEET; S.82°53'20"E., A DISTANCE OF 4.90 FEET; S.39°39'09"E., A DISTANCE OF 5.20 FEET; S.66°47'59"E., A DISTANCE OF 12.51 FEET; S.46°03'55"E., A DISTANCE OF 10.36 FEET; S.54°32'00"E., A DISTANCE OF 27.85 FEET; S.74°22'44"E., A DISTANCE OF 20.08 FEET; S.84°32'27"E., A DISTANCE OF 9.88 FEET; S.76°55'00"E., A DISTANCE OF 9.98 FEET; S.74°50'54"E., A DISTANCE OF 35.87 FEET; S.68°46'14"E., A DISTANCE OF 27.85 FEET TO THE INTERSECTION OF THE SAID "MEAN WATER LEVEL LINE" AND THE NORTH LINE OF "GRANS SUBDIVISION OF CAPE MALABAR", AS RECORDED IN PLAT BOOK 12, PAGE 18 OF THE SAID PUBLIC RECORDS; THENCE S.80°28'30"W., ALONG THE NORTH LINE OF SAID "GRANS SUBDIVISION", A DISTANCE OF 541.85 FEET TO THE NORTHEAST CORNER OF LOT 18, PER SAID "GRANS SUBDIVISION"; THENCE S.20°27'55"E., ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 148.77 FEET; THENCE S.67°05'02"W., LEAVING SAID EAST LINE, A DISTANCE OF 13.45 FEET; THENCE 42°35'56"W., A DISTANCE OF 83.81 FEET; THENCE N.35°39'12"W., A DISTANCE OF 49.94 FEET TO POINT OF BEGINNING; CONTAINING 1.72 ACRES OF LAND, MORE OR LESS.



CFN 2004089129

CR Book/Page: 5236 / 1451

DRAWN BY: STG

CHK'D BY: RMP

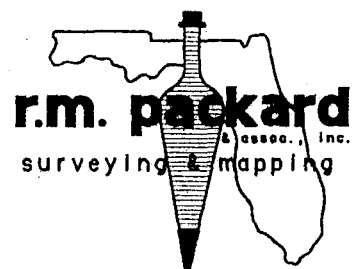
DATE: 6/17/02

JOB #: 02-156

SHEET 7 OF 17

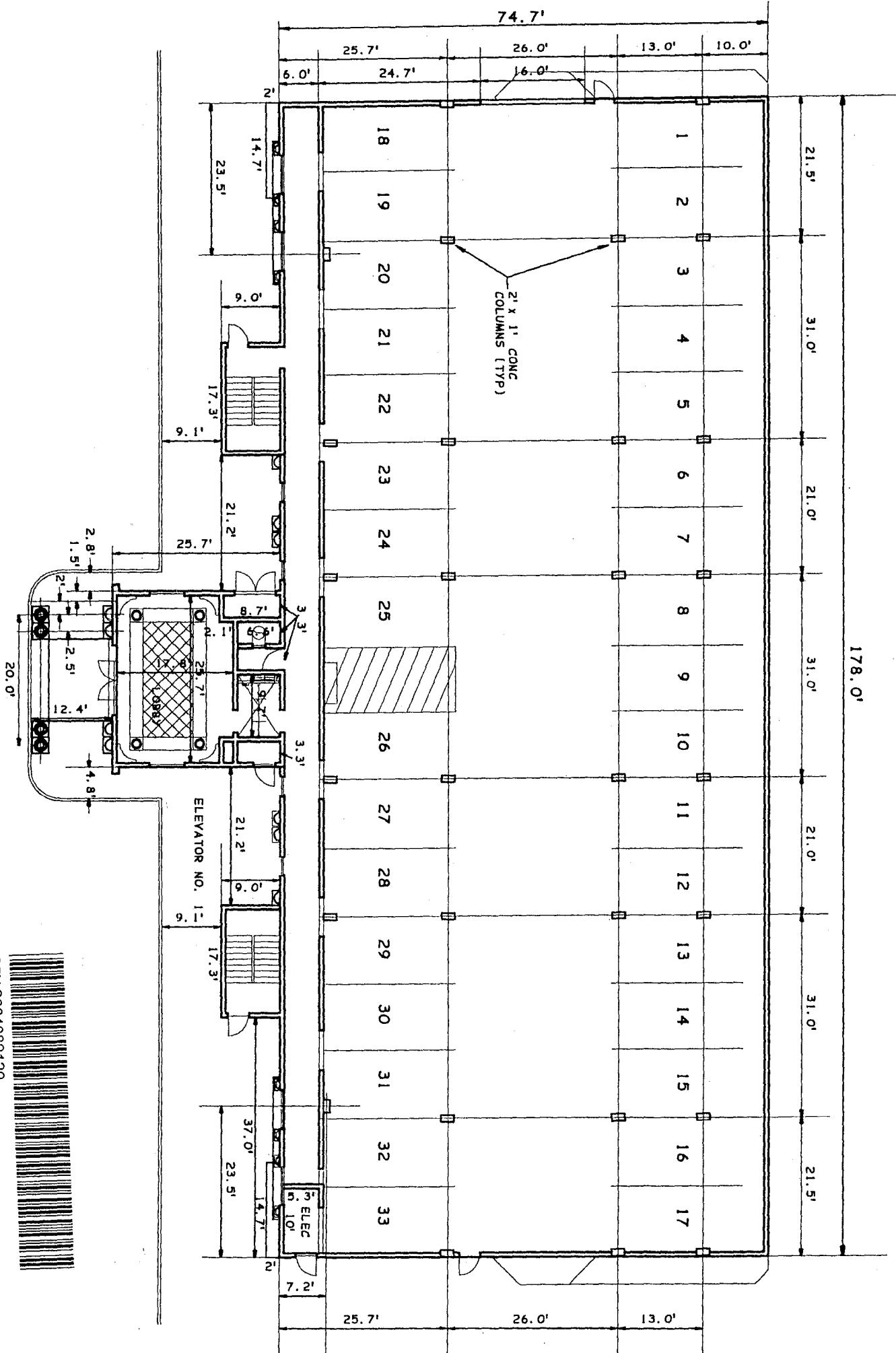
BY "AKE DEVELOPMENT, INC."

PHASE 2 DESCRIPTION OF  
**VENETIAN BAY**  
A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

# CONDOMINIUM PLAT



CFN 2004089129  
 OR Book/Page: 5236 / 1452

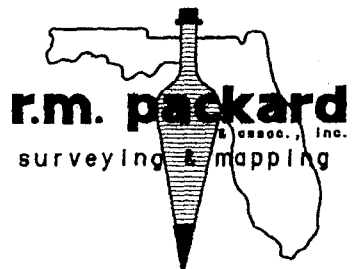


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 CHK'D BY: RMP  
 DATE: 6/17/02  
 JOB #: 02-156

SHEET 8 OF 17

BY "AKE DEVELOPMENT, INC."

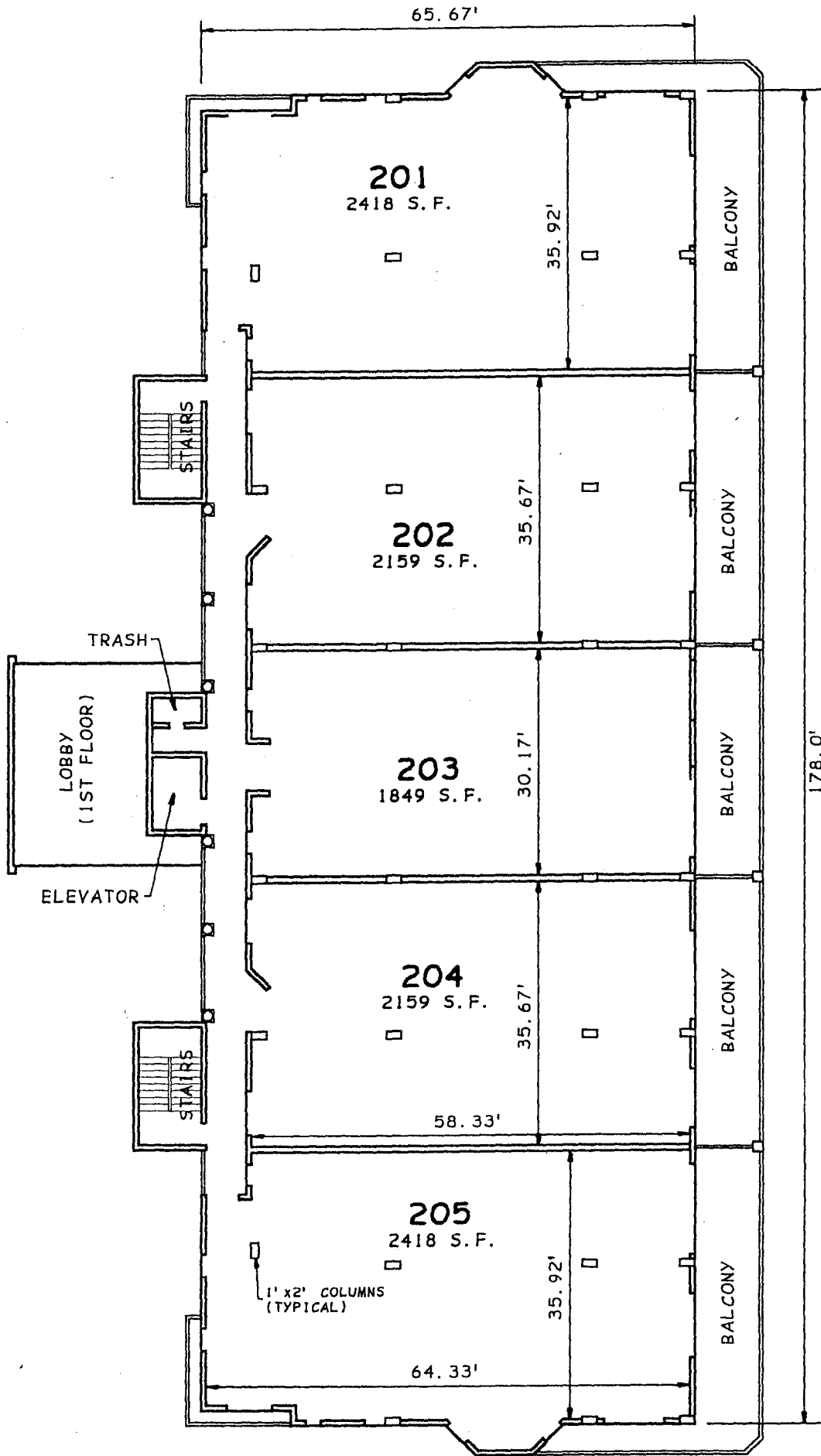
PARKING DETAIL (1ST FLOOR) FOR  
**VENETIAN BAY**  
 A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
 ROCKLEDGE, FLORIDA 32955  
 TEL.: (321) 832-6335



# CONDOMINIUM PLAT



CFN 2004089129  
 OR Book/Page: 5236 / 1453



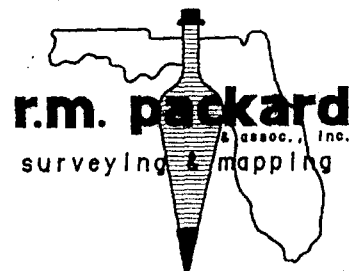
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 CHK'D BY: RMP  
 DATE: 6/17/02  
 JOB #: 02-156

SHEET 9 OF 17

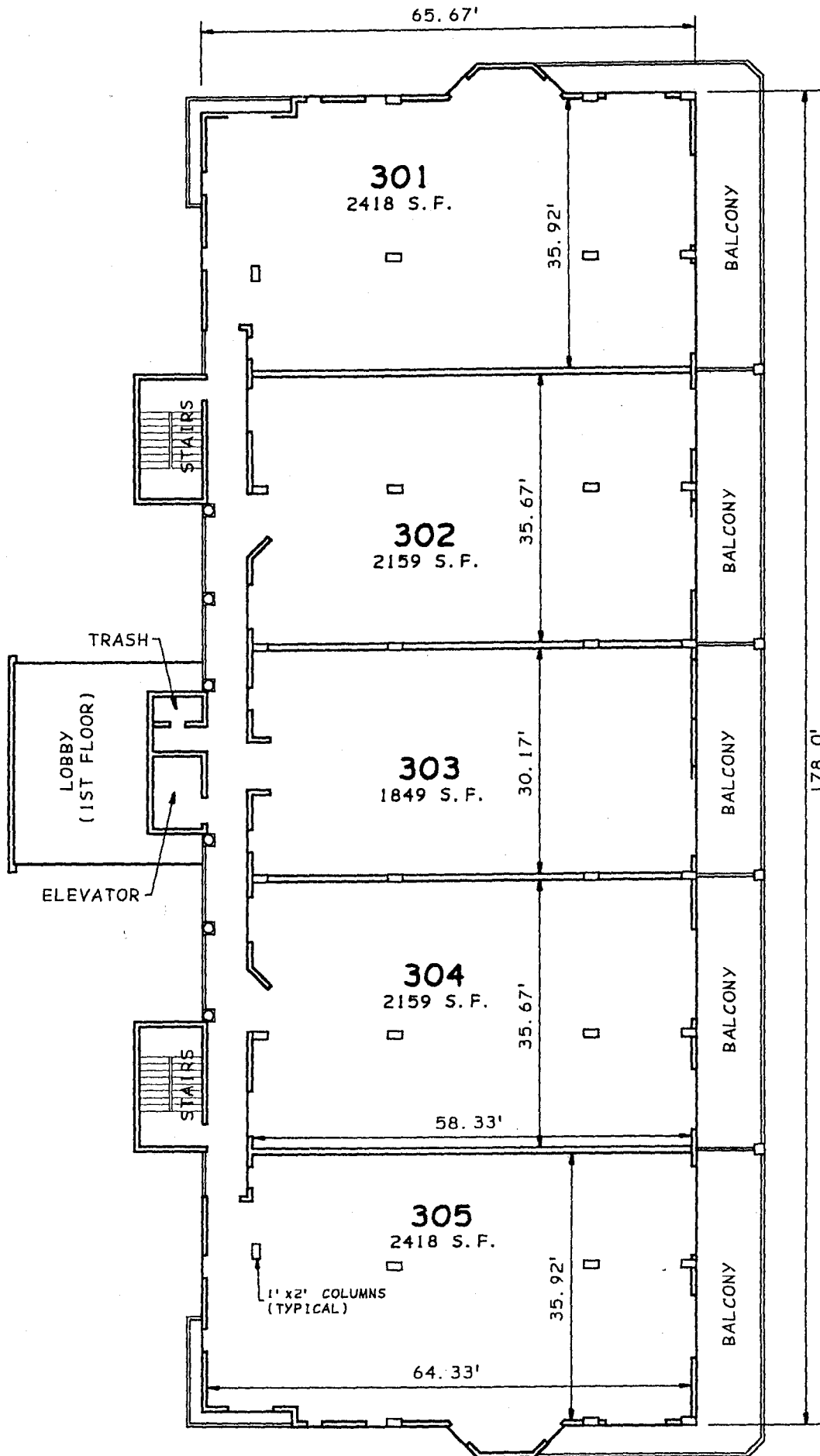
BY "AKE DEVELOPMENT, INC."

TYPICAL UNITS / FLOORS 2 - 7  
**VENETIAN BAY**  
 A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
 ROCKLEDGE, FLORIDA 32855  
 TEL.: (321) 632-6335

# CONDOMINIUM PLAT



## BUILDINGS "A" & "B"



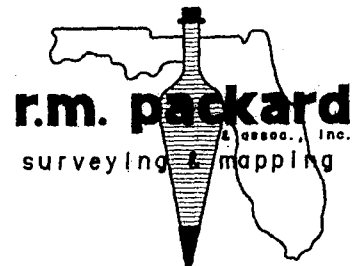
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 DATE: 6/17/02  
 JOB #: 02-156

SHEET 10 OF 17

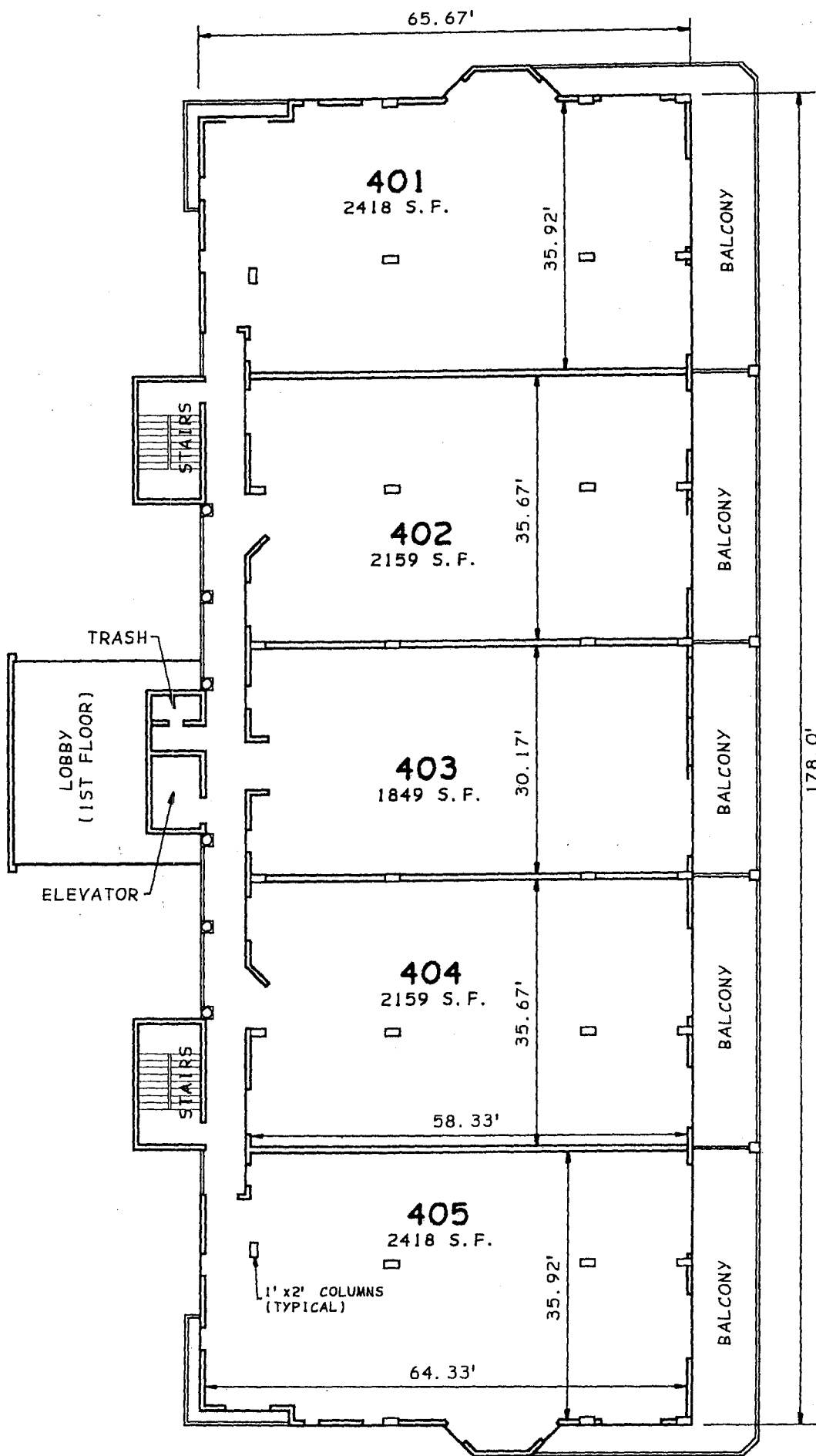
BY "AKE DEVELOPMENT, INC."

TYPICAL UNITS / FLOORS 2 - 7  
**VENETIAN BAY**  
 A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
 ROCKLEDGE, FLORIDA 32955  
 TEL. • (321) 632-6335

# CONDOMINIUM PLAT



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OR Book/Page: 5236 / 1455



## BUILDINGS "A" & "B"

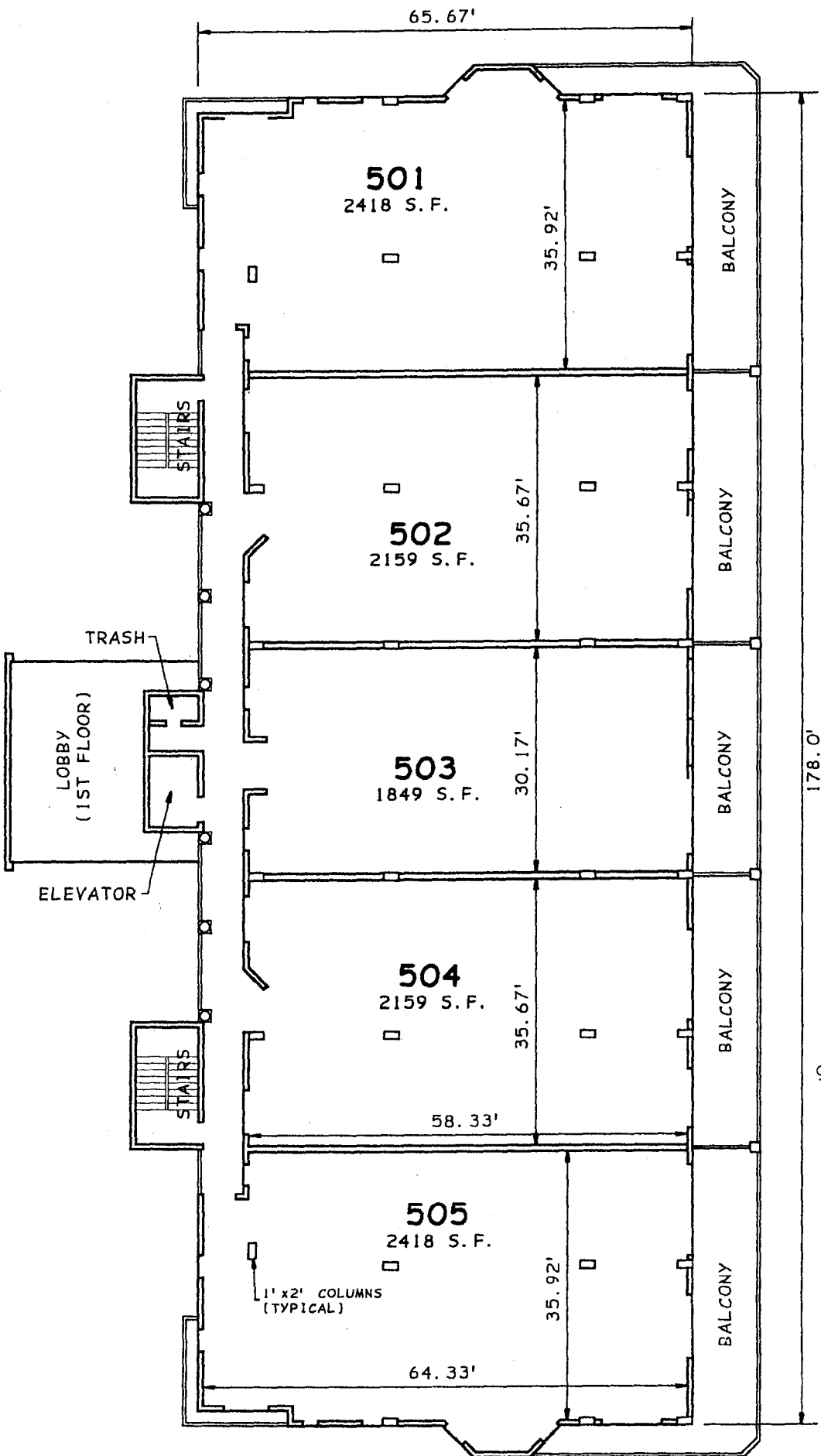
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CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

BY "AKE DEVELOPMENT, INC."  
TYPICAL UNITS / FLOORS 2 - 7  
**VENETIAN BAY**  
A CONDOMINIUM

**r.m. packard**  
surveying & mapping  
1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

SHEET 11 OF 17

# CONDOMINIUM PLAT



CFN 2004089129  
OR Book/Page: 5236 / 1456

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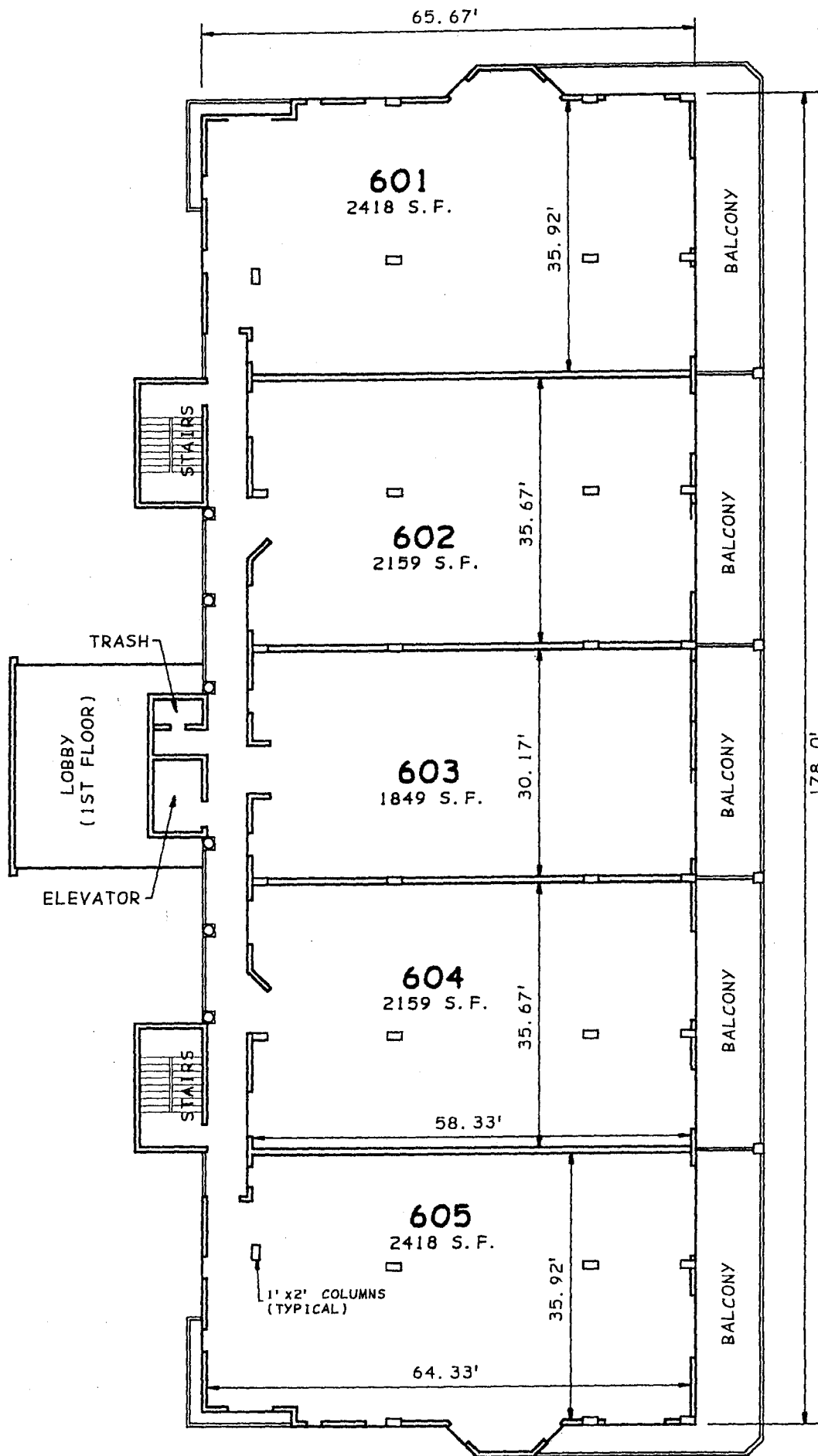
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CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156  
SHEET 12 OF 17

BY "AKE DEVELOPMENT, INC."  
TYPICAL UNITS / FLOORS 2 - 7  
**VENETIAN BAY**  
A CONDOMINIUM

**r.m. packard**  
a assoc., inc.  
surveying & mapping

1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 832-8335

# CONDOMINIUM PLAT



CFN 2004089129  
CR Book/Page: 5236 / 1457



## BUILDINGS "A" & "B"

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CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

SHEET 13 OF 17

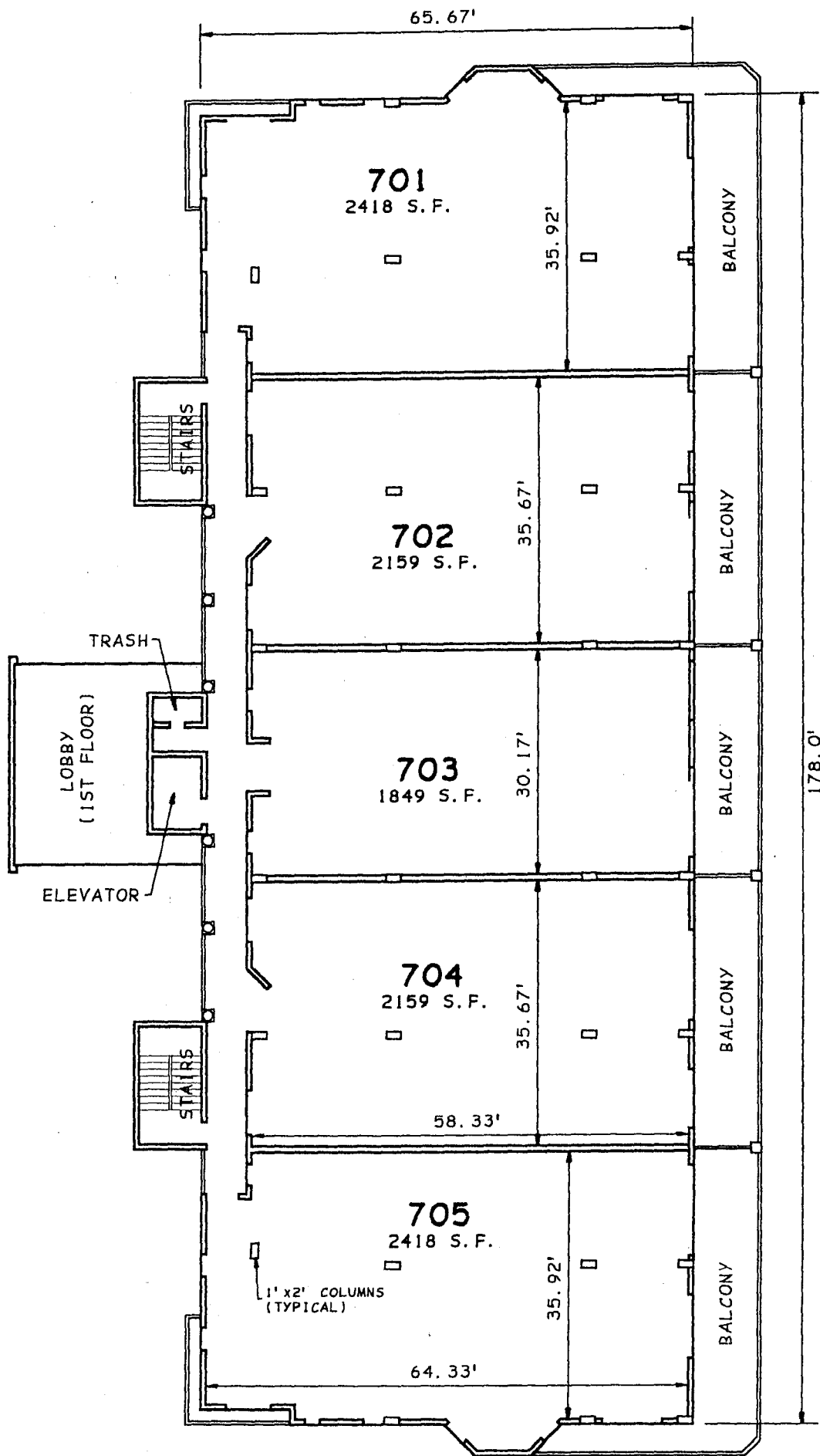
BY "AKE DEVELOPMENT, INC."

TYPICAL UNITS / FLOORS 2 - 7  
**VENETIAN BAY**  
A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-6335

# CONDOMINIUM PLAT



CFN 2004089129  
OR Book/Page: 5236 / 1458



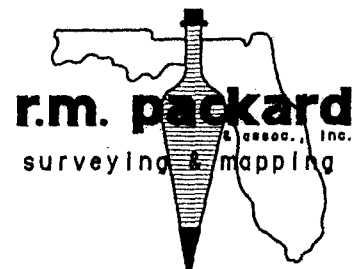
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CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

BY "AKE DEVELOPMENT, INC."

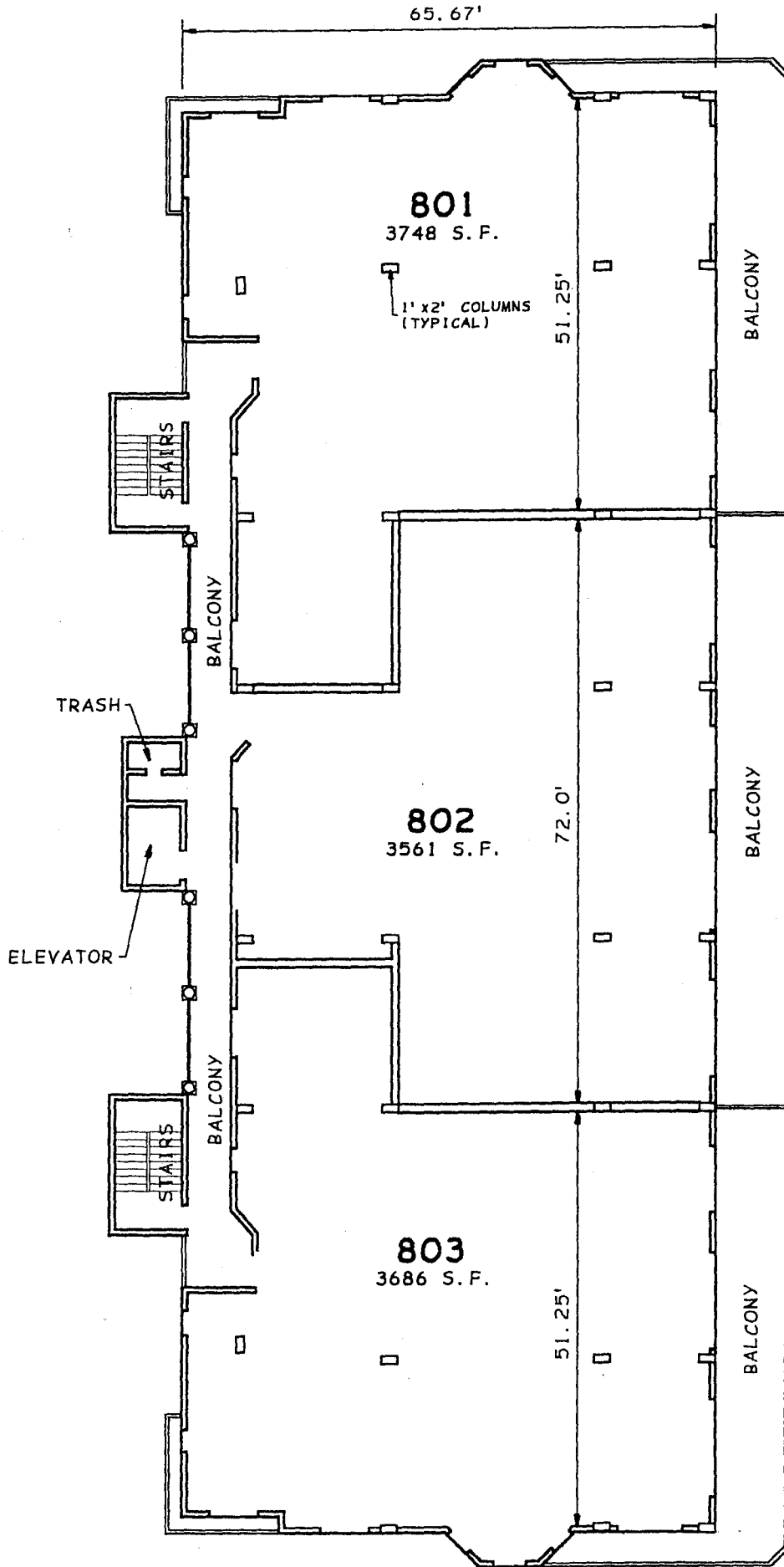
TYPICAL UNITS / FLOORS 2 - 7

**VENETIAN BAY**  
A CONDOMINIUM



1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 632-8335

# CONDOMINIUM PLAT



CFN 2004089129  
OR Book/Page: 5236 / 1459

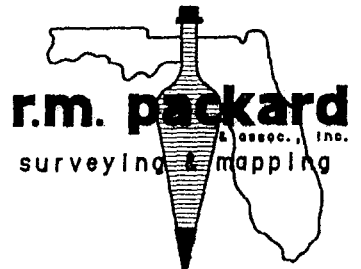


## BUILDINGS "A" & "B"

DRAWN BY: ST6  
CHK'D BY: RMP  
DATE: 6/17/02  
JOB #: 02-156

BY "AKE DEVELOPMENT, INC."

TYPICAL UNITS / 8TH FLOOR  
**VENETIAN BAY**  
A CONDOMINIUM

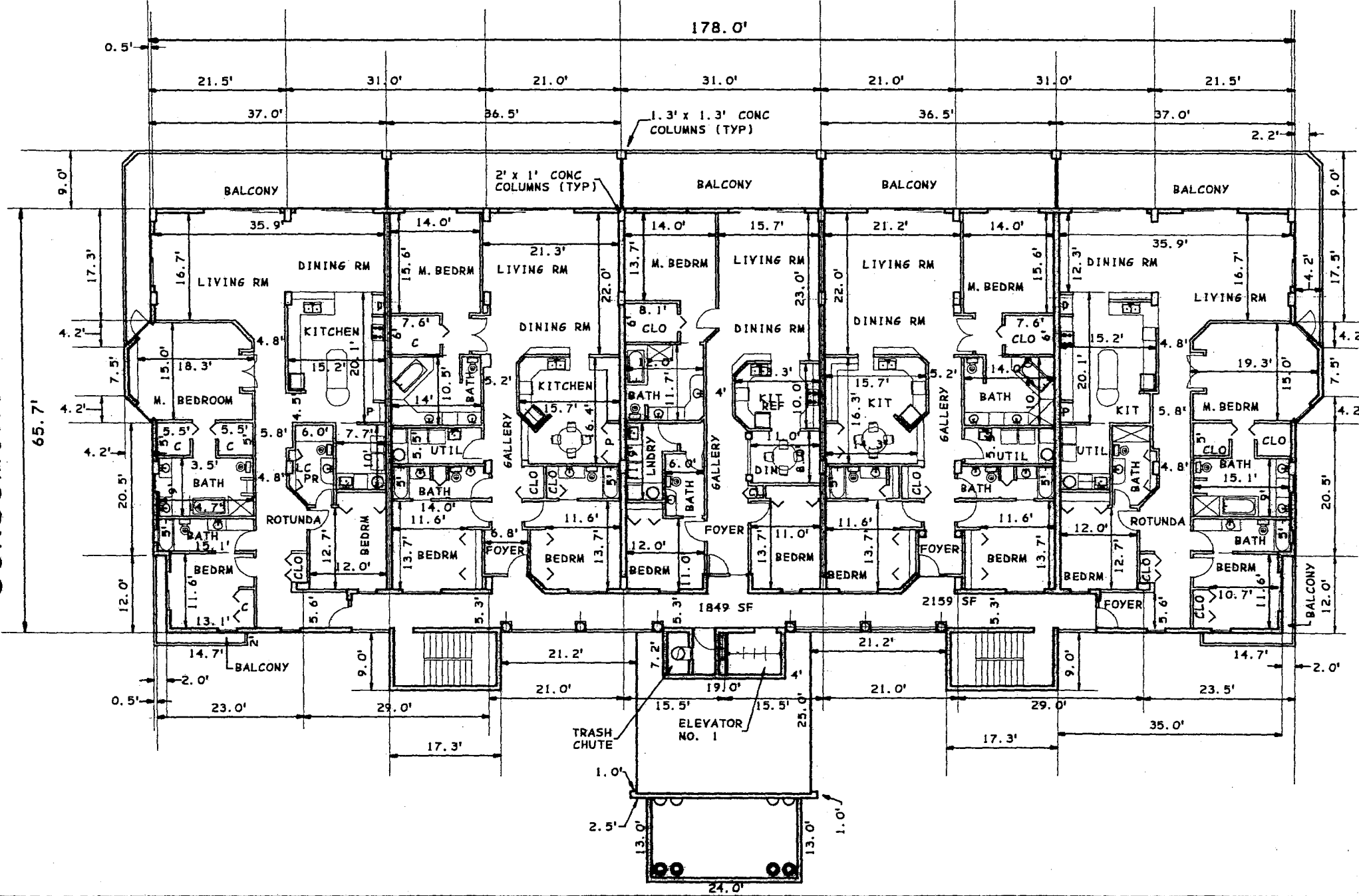


1007 ROCKLEDGE DRIVE  
ROCKLEDGE, FLORIDA 32955  
TEL.: (321) 832-8335

CONDOMINIUM PLAT



CFN 2004089129  
 JR Book/Page: 5236 / 1460



**r.m. parkard**  
 surveying & mapping  
 1007 ROCKLEDGE DRIVE  
 ROCKLEDGE, FLORIDA 32855  
 TEL.: (321) 632-6335

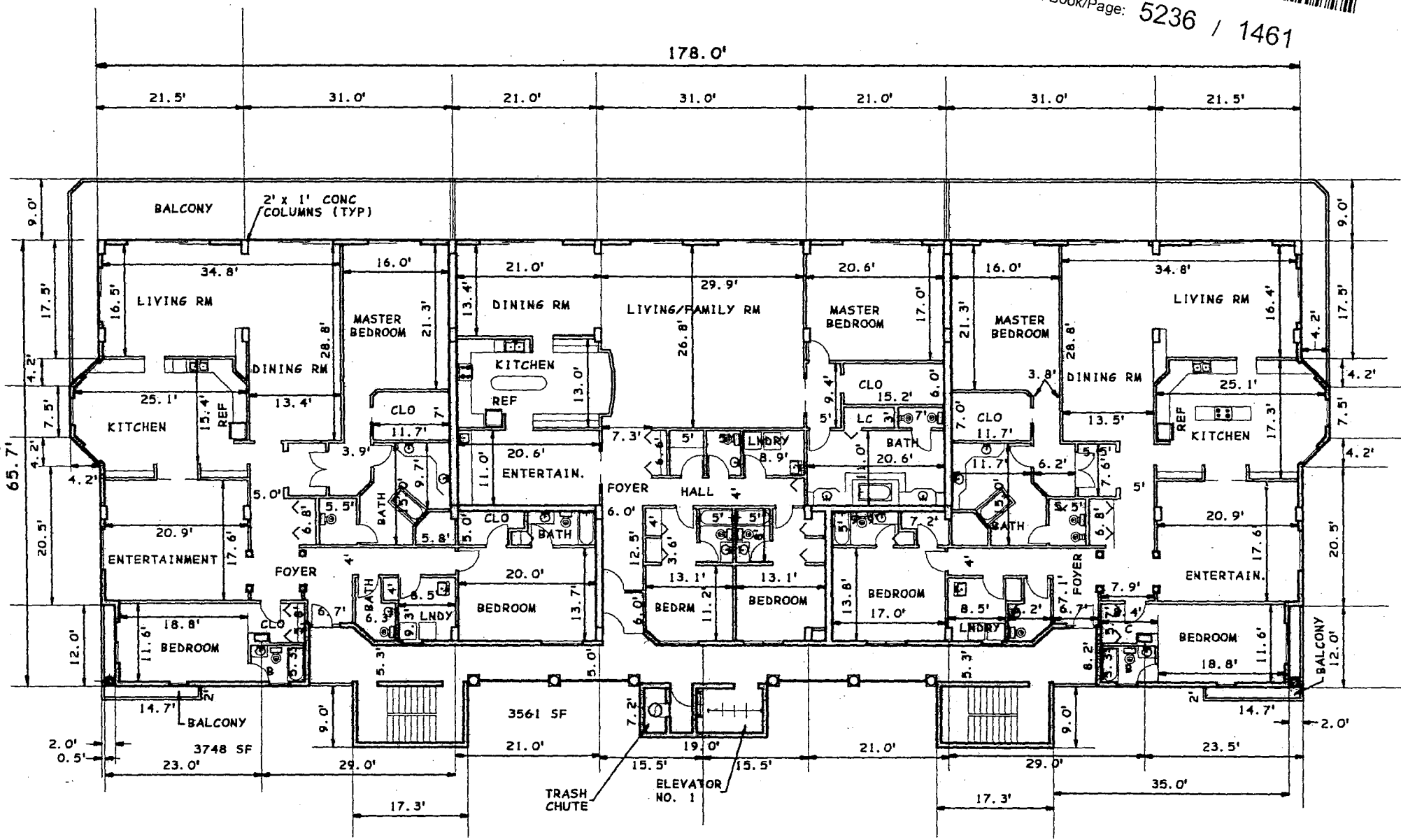
BY WAKE DEVELOPMENT, INC. "

DETAILS FOR FLOORS 2 - 7  
**VENETIAN BAY**  
 A CONDOMINIUM

DRAWN BY: STG  
 CHK'D BY: RMP  
 DATE: 6/17/02  
 JOB #: 02-156  
 SHEET 16 OF 17



CONDOMINIUM PLAT



CFN 2004089129  
 OR Book/Page: 5236 / 1461



BY "AKE DEVELOPMENT, INC."

PENTHOUSE (8TH FLOOR) DETAILS  
**VENETIAN BAY**  
 A CONDOMINIUM

DRAWN BY: ST6  
 CHK'D BY: RMP  
 DATE: 6/17/02  
 JOB #: 02-156  
 SHEET 17 OF 17

**VENETIAN BAY, A CONDOMINIUM**

**Ownership of Units and Appurtenant Share in Common Elements  
and Common Surplus, and Share of Common Expenses**

Phase 1 - 33 Units

<u>Unit No./Unit Type</u>	<u>Approximate Square Feet (Excluding Balconies)</u>	<u>% Share of Common Expenses</u>
201 A	2,418	3.14%
202 B	2,159	2.80%
203 C	1,849	2.41%
204 B	2,159	2.80%
205 A	2,418	3.14%
301 A	2,418	3.14%
302 B	2,159	2.80%
303 C	1,849	2.41%
304 B	2,159	2.80%
305 A	2,418	3.14%
401 A	2,418	3.14%
402 B	2,159	2.80%
403 C	1,849	2.41%
404 B	2,159	2.80%
405 A	2,418	3.14%
501 A	2,418	3.14%
502 B	2,159	2.80%
503 C	1,849	2.41%
504 B	2,159	2.80%
505 A	2,418	3.14%
601 A	2,418	3.14%
602 B	2,159	2.80%
603 C	1,849	2.41%
604 B	2,159	2.80%
605 A	2,418	3.14%
701 A	2,418	3.14%
702 B	2,159	2.80%
703 C	1,849	2.41%
704 B	2,159	2.80%
705 A	2,418	3.14%
801 P2	3,748	4.62%
802 P3	3,561	4.78%
803 P1	3,686	4.86%
<b>Total</b>	<b>77,013</b>	<b>100.00%</b>
<b>A Units</b>	<b>12</b>	<b>3.14%</b>
<b>B Units</b>	<b>12</b>	<b>2.80%</b>
<b>C Units</b>	<b>6</b>	<b>2.41%</b>
<b>P1 Units</b>	<b>1</b>	<b>4.86%</b>
<b>P2 Units</b>	<b>1</b>	<b>4.62%</b>
<b>P3 Units</b>	<b>1</b>	<b>4.78%</b>
<b>Total</b>	<b>33</b>	



VENETIAN BAY, A CONDOMINIUM

Ownership of Units and Appurtenant Share in Common Elements  
and Common Surplus, and Share of Common Expenses  
If the maximum number of units is built - 66 Units

Phases 1 and 2 - 66 Units

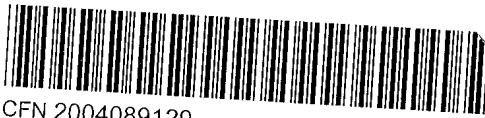
Phase 1

<u>Unit No./Unit Type</u>	<u>Approximate Square Feet (Excluding Balconies)</u>	<u>% Share of Common Expenses</u>
201 A	2,418	3.14%
202 B	2,159	2.80%
203 C	1,849	2.41%
204 B	2,159	2.80%
205 A	2,418	3.14%
301 A	2,418	3.14%
302 B	2,159	2.80%
303 C	1,849	2.41%
304 B	2,159	2.80%
305 A	2,418	3.14%
401 A	2,418	3.14%
402 B	2,159	2.80%
403 C	1,849	2.41%
404 B	2,159	2.80%
405 A	2,418	3.14%
501 A	2,418	3.14%
502 B	2,159	2.80%
503 C	1,849	2.41%
504 B	2,159	2.80%
505 A	2,418	3.14%
601 A	2,418	3.14%
602 B	2,159	2.80%
603 C	1,849	2.41%
604 B	2,159	2.80%
605 A	2,418	3.14%
701 A	2,418	3.14%
702 B	2,159	2.80%
703 C	1,849	2.41%
704 B	2,159	2.80%
705 A	2,418	3.14%
801 P2	3,748	4.62%
802 P3	3,561	4.78%
803 P1	3,686	4.86%

Exhibit 11 to Prospectus  
Exhibit C to Declaration

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CFN 2004089129

OR Book/Page: 5236 / 1465

02 MAR 19 AM 9:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

**ARTICLES OF INCORPORATION  
OF  
VENETIAN BAY CONDOMINIUM ASSOCIATION, INC.**

For the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, the undersigned incorporator hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME**

The name of the corporation shall be **VENETIAN BAY CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws." The principal address and mailing address for the Corporation is 712 Palmetto Avenue, Melbourne, Florida 32901.

**ARTICLE 2  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") as it exists on the date hereof for the operation of a condominium located in Brevard County, Florida known as **VENETIAN BAY, A CONDOMINIUM.**

**ARTICLE 3  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Brevard County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4  
POWERS**

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:



- (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominium.
- (j) To allocate expenses of the Condominium in the manner contemplated by the By-Laws.
- (k) To levy and collect adequate assessments against members of the corporation for the costs of maintenance and operation of the Surface Water or Stormwater Management System. The assessments shall be used for the maintenance and repair of the



Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

4.3 Condominium Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members or the Condominium for which the funds and/or properties are held in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

**ARTICLE 5**  
**MEMBERS**

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership, or any appropriate constituency thereof, shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

**ARTICLE 6**  
**TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.



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**ARTICLE 7  
INCORPORATOR**

The name and address of the incorporator of the Association is as follows:

NAME	ADDRESS
C. Douglas Engle	712 Palmetto Avenue Melbourne, FL 32901

**ARTICLE 8  
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	C. Douglas Engle 712 Palmetto Avenue Melbourne, FL 32901
Vice President:	James C. Albright, Jr. P.O. Box 644 Melbourne, FL 32902
Secretary/Treasurer:	Kirk W. Kessel 1332 DeSoto Street Melbourne, FL 32935

**ARTICLE 9  
DIRECTORS**

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or residents of units in the Condominium.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by all or appropriate portions of the Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Directors of the Association shall be elected at their annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

C. DOUGLAS ENGLE  
712 Palmetto Avenue  
Melbourne, FL 32901

JAMES C. ALBRIGHT, JR.  
P.O. Box 644  
Melbourne, FL 32902

KIRK W. KESSEL  
1332 DeSoto Street  
Melbourne, FL 32935

## **ARTICLE 10**

### **INDEMNIFICATION**

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or





not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

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

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.



**ARTICLE 11**  
**BY-LAWS**

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

**ARTICLE 12**  
**AMENDMENTS**

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

12.1 Notice and Adoption. Amendments to those Articles shall be proposed by the Board of Directors and, after notice to members within the time and in the manner provided for in Chapters 617 and 718 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

12.2 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Brevard County, Florida.

**ARTICLE 13**  
**TERMINATION**

In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE 14**  
**INITIAL REGISTERED OFFICE; ADDRESS**  
**AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 712 Palmetto Avenue, Melbourne, Florida 32901, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be C. Douglas Engle.

**IN WITNESS WHEREOF**, the incorporator has affixed his signature the day and year




set forth below.

  
\_\_\_\_\_  
C. DOUGLAS ENGLE


STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this day of 15<sup>th</sup> March  
2002, by C. DOUGLAS ENGLE, who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification, and who did take an oath.

  
\_\_\_\_\_  
Notary Public Signature

Linda L Applin  
\_\_\_\_\_  
Print Notary Public Name

C:\Program Files\Corel\WordPerfect Office 2000\WPDOCS\1276-1\ARTICLES\INCORPORATION.wpd

 Linda L. Applin  
My Commission DD045574  
Expires August 27 2006



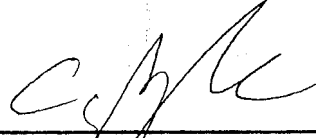
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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, located in the City of Melbourne, County of Brevard, State of Florida, the corporation named in the foregoing articles has named C. DOUGLAS ENGLE, whose office address is 712 Palmetto Avenue, Melbourne, Florida 32901, as its statutory Registered Agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



C. DOUGLAS ENGLE,  
Registered Agent

DATED this 15<sup>th</sup> day of March, 2002.

FILED  
02 MAR 19 AM 9:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



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