

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:  
John H. Evans, Esq.  
John H. Evans, P.A.  
1702 South Washington Avenue  
Titusville, Florida 32780

**NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR VILLAGE GROVE OF LA CITA,  
PHASE 1, UNIT 1 AND PHASE 1, UNIT 2**

THIS NOTICE of Preservation of the Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Phase 1, Unit 1 and Phase 1, Unit 2 (the "Notice") is executed this 24 day of November, 2015, by Homeowners of La Cita, Phase II, Inc., a Florida non-profit corporation (the "Association"), whose post office address is Homeowners of La Cita, Phase II, Inc., c/o Sentry Management, Inc., 2180 W. SR 434, Suite 5000, Longwood, Florida 32779.

WITNESSETH:

WHEREAS, the Association is the non-profit homeowners association established and organized for the purpose of operating, administering, and maintaining the community known as Village Grove located in Brevard County, Florida (the "Properties"); and

WHEREAS, the Properties are governed by the provisions of the certain recorded Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Phase 1, Unit 1, recorded in Official Records Book 2975, Page 1169, as amended in Official Records Book 3013, Page 2838, (adding Phase 1, Unit 2) and as amended in Official Records Book 3280, Page 3777, all of the Public Records of Brevard County, Florida, as amended from time to time (the "Declaration"), attached hereto as Exhibit "A"; and

WHEREAS, the lands affected by this Notice are all lots located within Village Grove, as set forth in the Plats, attached hereto as Exhibit "B", and as are legally described as follows:

VILLAGE GROVE OF LA CITA, Phase 1, Unit 1, A Patio Home Development, according to the plat thereof, as recorded in Plat Book 35, Page 51, Public Records of Brevard County, Florida and VILLAGE GROVE OF LA CITA, Phase 1, Unit 2, A Patio Home Development according to the plat thereof, as recorded in Plat Book 36, Page 29, Public Records of Brevard County, Florida;

WHEREAS, the Association desires to and has taken the actions necessary to preserve the covenants, conditions and restrictions which are the subject of the Declaration by the filing of this Notice.

NOW THEREFORE, the Association does hereby state and declare as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Preservation of Declaration. The Board of Directors of the Association voted unanimously, at

a meeting held on November 7, 2015, to preserve the Declaration and protect the Declaration from extinguishment by the operation of the Marketable Record Titles to Real Property, Chapter 712, Florida Statutes, pursuant to the provisions of Section 712.05, Florida Statutes. Accordingly, this Notice has the effect of preserving the Declaration for the maximum duration permitted by law following the recordation of this Notice in the Public Records of Brevard County, Florida.

3. Statement of Marketable Title Action. Attached to this Notice as Exhibit "C" is an Affidavit executed by an appropriate board member of the Board of Directors of Homeowners of La Cita, Phase II, Inc. affirming that the Board of Directors caused a Statement of Marketable Title Action, meeting the requirements of Section 712.06, Florida Statutes, to be included in a notice which was mailed to all members of the Association.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal this 24 day of November, 2015.

Witnesses as to both:

Homeowners of La Cita, Phase II, Inc.,  
a Florida non-profit corporation

Kristy Mount  
Printed Witness Name: Kristy Mount

By: Vicki Ketterer  
Vicki Ketterer, President

Kathryn M Miles  
Printed Witness Name: Kathryn M. Miles

Attest: Donald Ritter  
Donald Ritter, Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24 day of November, 2015, by Vicki Ketterer, as President and Donald Ritter, as Secretary of Homeowners of La Cita, Phase II, Inc., a Florida non-profit corporation on behalf of the corporation. They have produced Florida drivers' licenses as identification.

(NOTARY SEAL)



Kathryn M Miles  
Notary Public-State of Florida  
Printed Name: Kathryn M. Miles  
My commission expires: \_\_\_\_\_

Prepared by: John H. Evans, Esq.  
750 Country Club Drive  
Titusville, FL 32780

RETURN TO: City Clerk's Office  
City of Titusville  
P. O. Box 2806  
Titusville, FL 32781

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DEVELOPMENT ADMINISTRATOR'S OFFICE  
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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAGE GROVE OF LA CITA

PHASE I UNIT I, Plat Book 35 pg 51

THIS DECLARATION made this 21<sup>st</sup> day of November, 1988, by  
LA CITA DEVELOPMENT, INC., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Brevard County, State of Florida, which is more particularly described in Exhibit A attached hereto, and

WHEREAS, Declarant has submitted the property described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions of La Cita, Section Five as recorded in ORB 2429, Page 1705, Public Records of Brevard County, and

WHEREAS, Declarant has caused to be incorporated HOMEOWNERS OF LA CITA II, INC., a non-profit Florida corporation, to provide for the operation, maintenance and preservations of lots, amenities, and values of property brought within its jurisdiction and located in the LA CITA Planned Unit Development located in Titusville, Brevard County, Florida, and more particularly described in Exhibit B attached hereto, and hereinafter referred to as "properties".

NOW, THEREFORE, Declarant hereby declares that in addition to these restrictions for La Cita Section Five, all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the above described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

The following words and phrases when used in this Declaration (unless context clearly reflects another meaning) shall mean the following:

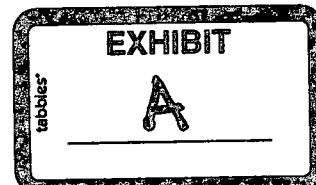
1. "Architectural Control Criteria" means those rules and regulations promulgated by the ARB, as established by the deed restrictions for La Cita Section Five, as they may exist and may be amended from time to time in the future.
2. "Master Architectural Review Board" and "ARB" means the Architectural Review Board for the La Cita P.U.D as established by the deed restrictions for La Cita Section Five.
3. "Association" shall mean and refer to HOMEOWNERS OF LA CITA II, INC.
4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, if any, as designated as Tracts A, B and C on the plat of VILLAGE GROVE OF LA CITA PHASE I UNIT I, or future additions to those reductions as provided for in Article XIII herein. Common Area may also include private rights-of-ways within the La Cita P.U.D. as hereinafter defined, open space and drainage facilities.

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5. "Declarant" shall mean and refer to LA CITA DEVELOPMENT, INC. and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

6. "La Cita P.U.D." shall mean and refer to the entire La Cita project as evidenced by the preliminary development plan on file with the City of Titusville, Brevard County, Florida, as it may be from time to time amended.

7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties and any plot of land which may be subsequently subdivided by Declarant or its assigns and successors from a tract shown upon any recorded subdivision map of the properties, with the exception of the Common Area, and/or road right-of-ways as shown or as subsequently shown on any recorded subdivision map of the properties if dedicated to the Association for maintenance.

8. "Master Association" shall mean and refer to HOMEOWNERS OF LA CITA, INC., its successors and assigns.

9. "Projected Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any projected Unit which is a part of the Properties, including contract sellers, by excluding those having such interest merely as security for the performance of an obligation.

10. "Properties" shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

11. "Projected Units" shall mean and include any proposed and incomplete Unit within the property submitted to these restrictions.

12. "Unit" shall mean and include any structure located on any lot including but not limited to single-family attached or detached residences, townhouses, condominium Units.

13. "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit or lot which is a part of the properties, including contract sellers, by excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Unit Owner and projected Unit Owner shall have a right and easement and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit or projected Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facility by a Unit Owner or projected Unit Owner for any period during which any assessment against his Unit or projected Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. However, in no event may the Association restrict a Unit Owner or projected Unit Owner access to its property.

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(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Unit Owner or projected Unit Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, provided their use of the Common Area shall always be subject to these restrictions.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Unit Owner and projected Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or projected Unit.

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

Class A. Class A members shall be all Unit Owners and Projected Unit Owners, with the exception of the Declarant and/or its designated assigns, and shall be entitled to one vote for each Unit or projected Unit owned. When more than one person holds an interest in any Unit or projected Unit all such projected Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit or projected Unit. When more than one person holds an interest in any Unit or projected Unit and such persons cannot jointly agree as to how the vote should be cast, no vote shall be allowed with respect to such Unit or projected Unit.

Class B. The Class B member shall be the Declarant and/or its designated assigns and shall be entitled to three (3) votes for each Unit owned and three (3) votes for each projected Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) December 31, 1999.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Unit Owner and projected Unit Owner, with the exception of the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments to be established and collected as hereinafter provided, and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment,

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together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. **DECLARANT AND/OR ITS ASSIGNS WHICH ARE DEVELOPING THE RESIDENTIAL PROJECTS WITHIN THE PROPERTIES ARE EXEMPTED FROM PAYING ANY ASSESSMENTS ON PROJECTED UNITS WHICH IT OWNS.**

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, private roadways and/or other areas and facilities for the common benefit of the residents within the properties and a portion of the assessments shall be paid to the Master Association for maintenance of the grounds throughout the entire La Cita P.U.D. in accordance with Section 10 below.

**Section 3. Annual Assessments.** The annual assessments provided for hereinafter shall commence as to all Units and projected Units subject to assessment on the first (1st) day of the month following the recording of this Declaration and due on the first (1st) day of January each and every year thereafter. The first (1st) annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period and shall send written notice to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Unit or projected Unit have been paid, which certificate shall be binding upon the Association as of the date of issuance thereof.

**Section 4. Maximum Annual Assessment.** The maximum annual assessment for the first year in which assessments commence shall be \$ 600.<sup>00</sup> per Unit or projected Unit.

(a) From and after the first year as defined above, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership. Notwithstanding anything herein to the contrary, the Board of Directors in their sole discretion may determine that certain additional maintenance and services are necessary and essential to the effective operation of the Association and the Board of Directors upon unanimous vote may elect to increase the assessment above twenty-five percent (25%) more than the previous year but in no event more than fifty percent (50%) more than the previous year unless consented to as provided in Section 5 and 6 herein. In the event the assessment is increased by more than twenty-five percent (25%), the Board of Directors must specify in its minutes passing the budget what items it considers necessary and essential to the operation of the Association and the reasons therefor.

(b) Except as set forth above, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) It is contemplated, but not guaranteed, that the Declarant may install security gates at the entrance road to the subject property and in future phases. Upon the installation of these security gates or other similar security devices, the Board of Directors shall increase the budget to cover the annual expense of operation and maintenance of such

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security device without the vote of the Association membership. Furthermore, such increase in the budget shall not be included in the limitations in increasing the budget as set forth in Section 4(a) above.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property and the financing of same related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and projected Units within a platted section subject to assessment and may be collected on a monthly, quarterly or annual basis. However, annual assessments may vary from platted section to platted section, i.e., Village Grove of La Cita Phase I Unit I budget contains low maintenance whereas a future section may not. Thus, the assessments may be different for this reason.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and shall have a \$25.00 late fee after thirty (30) days from the due date. The Association shall have a lien on the owner's property for any unpaid assessments and interest thereon and all costs which have been assessed against the owners. The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record owner, the amount due and payable and the date when the lien shall have been fully paid. All such Claims of Lien shall include only assessments which are payable and due when the Claim of Lien is recorded, and all such Claims of Lien shall be signed and verified by an officer or agent of the Association. Where as such liens shall have been paid in full, the party making payment thereof 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. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments, together with all sums, advances and taxes, mortgages and insurance. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association through its Board of Directors will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash

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credit against its bid all sums due the Association covered by the lien enforced. No owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit or projected Unit.

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

**Section 10. Assessment Payable to the Master Association.** In addition to the assessments set forth above, each Unit Owner and projected Unit Owner shall pay to the Master Association an annual assessment as may from time to time be charged in accordance with Declaration of Covenants, Conditions and Restrictions for La Cita Section Five as recorded in O.R. Book 2429 Page 1705 Public Records, Brevard County, Florida. These assessments will be collected by the Association and remitted to the Master Association.

#### ARTICLE V COVENANTS FOR MAINTENANCE

In addition to covenants for maintenance assessments as provided hereinbefore, each Unit Owner and projected Unit Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Board of Directors of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by two-thirds (2/3) of the Board of Directors of the Association and after fifteen (15) days written notice to Unit Owner or projected Unit Owner to remedy the condition in question, shall have the rights, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be assessed and become a binding, personal obligation of such Unit Owner or projected Unit Owner as well as a lien (enforceable in the same manner as any other assessment as provided for herein) upon the Lot in question. The lien as provided for herein shall be conditioned by Article IV, Section 9.

#### ARTICLE VI STREETS

**Section 1. Private Streets.** All streets within the Plat are private streets and have not been dedicated to the public use.

**Section 2. Maintenance of Streets.** The maintenance and repair of all private roadways shall be the responsibility of the Association.

**Section 3. Cost to be Included in Budget.** The cost of the maintenance and repair of the private roadways shall be included in the annual budget and collected in accordance with the provision of Article IV herein.

**Section 4. Liability Insurance.** The Association shall maintain at all times sufficient liability insurance upon the Association and its Directors to protect same from any negligent act for which a third party may suffer damages.

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Section 5. Rules and Regulations. The Association shall have the authority to promulgate rules and regulations concerning the use of the private roadway to include speed limits, guard house, speed humps, etc.

**ARTICLE VII  
DRAINAGE AND RETENTION AREAS**

Section 1. Drainage/Retention Easement. Tracts B and C as set forth in the Plat of Village Grove of La Cita Phase I Unit I are drainage, common and/or retention areas. The Association shall maintain these tracts in an operable condition at all times.

Section 2. Easement Reserved. Declarant reserves for itself, its successors and assigns an easement over and through tracts A, B, and C for purposes of drainage and/or water retention for property owned by Declarant adjacent to properties herein described in Exhibit "B" and reserves an ingress and egress easement over Tract A for itself, future Unit Owners and/or the property owners in the real property described in Exhibit B.

**ARTICLE VIII  
ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee. An Architectural Control Committee (ARB) has been established for review and approval of proposed structures within the subdivision. No building, fence, wall, awning or other structure shall be commenced, erected or maintained nor shall any exterior addition to or change, alteration or interior modification which would change the exterior appearance of any lot be made until plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and typography by the ARB. In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

**ARTICLE IX  
SUBDIVISION OF THE PROPERTIES**

With the approval of the Declarant and the City of Titusville, the residential tracts proposed to contain two or more Units may be subsequently divided and homeowners groups in these subdivisions may be formed. The actions of these homeowners groups shall be subject to and conditioned by this Declaration. Any additional common area or common facilities created by the Declarant on the residential tracts to be further subdivided under Section 1 herein shall be maintained by the homeowners group. If the homeowners group dedicates the Common Area to the Association, this common area shall become "Common Area" as defined in Article I.

**ARTICLE X  
RENTED UNITS**

In the event Units are rented, the following provisions shall apply:

(a) The Owner of the rented Unit and not the tenants thereof shall be the "Owner" for the purposes of assessment and voting.

(b) This Declaration of Covenants, Conditions and Restrictions shall be binding on all tenants. Unit owners shall have the responsibility to require of its tenants full compliance with the provisions hereof.

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**ARTICLE XI  
MAINTENANCE AGREEMENT**

For the purpose of the Association providing the required maintenance pursuant to the terms of this Declaration, the Association shall have the right to enter into a maintenance agreement with a third party, which third party may be the Declarant, for the purpose of contracting for maintenance and operation of the Common Areas and/or other areas and facilities for the common benefit of the residents. The terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

**ARTICLE XII  
GENERAL COVENANTS AND RESTRICTIONS**

**Section 1. Governmental Regulation.** The laws and ordinances of the City of Titusville, and the State of Florida, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

**Section 2. Utilities.** All utilities, including telephone, televisions, cable and electrical systems shall be installed underground. Electrical transformers shall be placed on the ground and shall be contained in padmount enclosures or vaults. Landscaping with shrubs and plants to screen all utility facilities permitted above ground must be provided.

**Section 3. Tree Removal.** All trees of four inches in diameter at the base, or larger, shall be preserved unless they exist within (1) a proposed public or private easement or drainage facility, (2) proposed structural dimensions, (3) five feet of a structure, (4) proposed driveways, or (5) within proposed active recreational areas. ALL TREES TO BE REMOVED MUST FIRST BE APPROVED BY THE ARB.

**Section 4. Signs.** No signs of any kind, unless approved by the ARB, shall be exhibited in any way on or above the described properties, including any and all signs to be painted on any side or face of a structure without written approval from the ARB. The ARB reserves the right to issue permits to Unit Owners or projected Unit Owners for the erection of certain signs on a temporary basis which would vary from the usual norm of other signs. No window or political signs shall be permitted under any circumstances.

**Section 5. Animals.** No animal husbandry shall be conducted or maintained on said properties provided, however that house pets only shall be excluded from this restriction. In the event there is a dispute as to whether or not a particular animal is a house pet, the affirmative vote of the Board of Directors shall be binding on all Lot Owners.

**Section 6. Certain Vehicles Prohibited.** No house-trailers, mobile homes, motor homes, boats or trailers or similar vehicles, but excluding vans and pick-up trucks not used for commercial purpose, shall parked on any of the lots except as may be subsequently allowed in areas zoned specifically for that use. No lots shall be used as a junk yard or an auto graveyard. No trucks, larger than a standard pick-up truck shall be permitted to park in the subdivision for a period of more than four hours unless same is present for the purpose of a actual active continuous construction or repair of buildings or other improvements.

**Section 7. Common Areas to Remain Open.** No structures shall be constructed in any of the green-ways, canals, lakes or other connecting bodies of water except as approved by the Board of Directors. Boats are prohibited from being used in the lakes within said properties, except by specific individual permit issued by the Board of Directors.

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**Section 2. Duration.** These restrictive covenants, easements, reservations and requirements upon the land described within Exhibit A shall run with the land and remain in full force and effect, until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of the owners entitled to vote on January 1, 2008 or at the end of each successive ten (10) year period thereafter said voters agree to change said covenants in whole or in part of the best interest of the Association at which time the modifications to these covenants shall be evidenced by the recording in the Public Records of Brevard County, Florida of an amendment to this Declaration of Covenants, Conditions, and Restrictions setting forth such amendments.

At any time prior to January 1, 2008 and without the necessity of obtaining consent of any Unit Owner or projected Unit Owner, the Declarant reserves the exclusive right to amend this Declaration of Covenants, Conditions and Restrictions as it may affect any land then remaining owned by the Declarant, in fee simple or otherwise or to remove said lands completely from the effect thereof.

**Section 3. Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant now or hereafter imposed by the provisions of this document either to restrain violations or to recover damages, or both. The prevailing party shall be entitled to recover, in addition to the cost and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the service of his attorney. Failure by the Association, Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

**Section 5. Subsequent Declarations.** Declarant reserves the right to file subsequent Declaration of Covenants, Conditions and Restrictions regulating the use to which the property described in Exhibit A can be put and establishing zones and designating lots as to zones for the purpose of establishing minimum size buildings to be located thereon.

**Section 6. Amendment.** The Declarant, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter, or change these covenants and restrictions, and use restrictions, without the approval of the Association, by filing an amendment thereto upon the public records of Brevard County, Florida, otherwise these restrictions may be amended by a two-thirds (2/3) majority vote of the Association. Prior to any such amendment becoming effective, it must be approved by the City Council of the City of Titusville and such approval recorded on the Public Records of Brevard County, Florida.

**Section 7. Stage Development.** Notwithstanding any other provision of this Declaration, or the Association's Articles of Incorporation or Bylaws, to the contrary, the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan, as amended and described in Exhibit B attached hereto, on file with the City of Titusville, may be annexed in whole or in part, by Declarant at any time prior to fifteen (15) years from the date of this Declaration, and made subject to the governing provisions of this Declaration, all without the consent of the Class A members of the Association, or the joinder or consent of any mortgagee, by Declarant's recording in the public records of Brevard County, Florida, a (i) customary

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subdivision plat of the property to be annexed; and (ii) an appropriate amendment to this Declaration. Upon the occurrence of both of the foregoing, the lands encompassed by such subdivision plat will become subject to all of the provisions of this Declaration as if such property initially had been set forth and described on Exhibit "A" attached to this Declaration. Without limitation, each plot or parcel shown upon such subdivision plat shall constitute a "Lot", and each plot or parcel designated as "Common Area" will constitute a portion of the "properties", for all purposes under this Declaration and the Association's Articles of Incorporation and Bylaws. Until such amendment is so recorded, however, no provision of this Declaration will be effective as to all or any portion of the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan on file with the City of Titusville, nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrance on the title to such lands. Declarant's rights under this paragraph may be assigned by Declarant to the then owner of the fee simple title to all or any portion of the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan on file with the City of Titusville, and, following such assignment, may be exercised by such fee owner, who will then constitute a "Declarant" under this Declaration, and the Association's Article of Incorporation and Bylaws, for all purposes. Annexation of any lands other than those referenced above or annexations of any of the additional lands contained in the LA CITA Planned Unit Development as described in the Preliminary Development Plan on file with the City of Titusville, occurring after fifteen (15) years from the date of this Declaration, must have the approval of the Association and will become effective upon recording of an appropriate amendment of this Declaration, executed by the Association and the holders of all record interested in the lands annexed.

Section 8. Rules of Association. Reasonable rules and regulations may be made and amended from time to time by the Association and shall be made for the purpose of regulating the conduct and actions of the members as well as the use of the common areas, the preservation of the property of the Association, and the safety and convenience of the users thereof.

Section 9. Developer's Easement. Declarant reserves for itself, its successors and assigns, a Right-of-Way easement to erect, maintain and use utilities, electric and telephone poles, wires, cable conduits, storm sewers, sanitary sewers, water mains, gas, sewer, waterlines or other public conveniences, for utilities on, in and over any area designated as an easement, private street and/or Right-of-Way area on a recorded plat. Further, the Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cable within such Right-of-Ways, easement and common areas.

IN WITNESS WHEREOF, this Declaration of Deed Restrictions for VILLAGE GROVE OF LA CITA, PHASE I, UNIT I, has been signed by the Developer on the day and year first set forth above.

LA CITA DEVELOPMENT, INC.

Janet L. Connally  
Clara Carraway

[Signature] (SEAL)

jhe4r5

OFF. REC.  
2975

-11-

PAGE  
1179

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nancy ARBUCKLE and well known to me to be the \_\_\_\_\_ and respectively of the corporation named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of December, 1988.

Janet L. Canale  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXPIRES FEB. 0, 1989  
SOCIETY TRUST GENERAL INS. CO.

jhcar5

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2975

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PAGE  
1180

LEGAL DESCRIPTION - VILLAGE GROVE OF LA CITA

A portion of the Northeast 1/4 in Section 15, Township 22 South, Range 35 East, City of Titusville, Brevard County, Florida, and all of TRACT "A" of LA CITA SECTION ELEVEN, according to the plat thereof, as recorded in Plat Book 31 of Page 90 of the Public Records of said Brevard County, Florida, being more particularly described as follows: Begin at the Southeast corner of said TRACT "A" of LA CITA SECTION ELEVEN; thence N00°30'24"E along the West line of said TRACT "A" and its Northern extension thereof and along the East line of lands described in Official Records Book 1048 at Page 459 of said Public Records of Brevard County, Florida, a distance of 567.43 feet to a point lying on a curve concave to the West, having a radius of 320.94 feet, said curve having a center that bears N68°32'18"W from said point; thence Northerly along the arc of said curve, through a central angle of 16°28'17", a distance of 92.96 feet to a point of tangency of said curve; thence N04°59'24"E, a distance of 329.49 feet; thence N00°30'24"E, a distance of 197.52 feet to the point of curvature of a circular curve concave to the East, having a radius of 350.06 feet; thence Northerly along the arc of said curve, through a central angle of 19°35'20", a distance of 119.68 feet to a point on the South line of lands described in Official Records Book 1286 at Page 71 of said Public Records of Brevard County, Florida; thence S89°23'35"E along said South line a distance of 906.47 feet to a point lying on a curve concave to the West, having a radius of 3,310.43 feet, said curve having a center that bears N85°08'48"W from said point; thence Southerly along the arc of said curve, through a central angle of 03°00'27", a distance of 173.76 feet to a point of cusp of a circular curve concave to the South, having a radius of 698.60 feet, said curve having a center that bears S151°11'58"W from said point; thence Westerly along the arc of said curve; thence N85°23'35"W, a distance of 90.15 feet to a point lying on a curve concave to the West, having a radius of 383.92 feet, said curve having a center that bears N85°40'10"W from said point; thence Southerly along the arc of said curve, through a central angle of 18°41'16", a distance of 300.88 feet; thence Southerly along the arc of said curve, through a central angle of 101.72 feet; thence N89°23'35"W, a distance of 131.92 feet; thence N76°35'33"W, a distance of 142.12 feet; thence Southerly along the arc of said curve, through a central angle of 29°03'18", a distance of 72.07 feet; thence Southerly along the arc of a circular curve concave to the East, having a radius of 75.00 feet; thence Southerly along the arc of said curve, through a central angle of 28°42'44", a distance of 37.58 feet to the point of reverse curvature of a circular curve concave to the West, having a radius of 17.81 feet to a point of cusp of a circular curve concave to the North, having a radius of 383.92 feet, said curve having a center that bears N14°50'27"E from said point; thence Easterly along the arc of said curve, through a central angle of 16°43'26", a distance of 112.08 feet; thence S01°53'04"E radial to last described curve, a distance of 140.00 feet to a point lying on a circular curve concentric with the last described curve, having a radius of 523.92 feet; thence Westerly along the arc of said curve, through a central angle of 16°26'02", a distance of 159.42 feet to the point of reverse curvature of a circular curve concave to the South, having a radius of 28.00 feet; thence Southerly along the arc of said curve, through a central angle of 63°29'49", a distance of 27.71 feet to the point of reverse curvature of a circular curve concave to the Northwest, having a radius of 34.78 feet to the point of tangency of said arc of said curve, through a central angle of 07°14'30", a distance of 34.78 feet to the point of curvature of a circular curve concave to the East, having a radius of 43.73 feet to a point of curvature of a circular curve through a central angle of 48°47'18", a distance of 85.15 feet to the point of tangency of said curve, said point lying on the Northern extension of the East line of said TRACT "A"; thence S00°30'24"W along said East line of said TRACT "A"; thence S00°30'24"W along said East line of said TRACT "A", a distance of 533.33 feet to the Southeast corner of said TRACT "A", said point lying on the Northern right of way line of Country Club Drive, an 80.00 foot wide right of way; thence N88°03'19"W, along the South line of said TRACT "A" and along said Northern right of way line, a distance of 50.00 feet to the POINT OF BEGINNING, containing 7.81 acres, more or less.

SURVEY:	The Brevard County Public Agency:
1.	The Brevard County Public Agency: Brevard County
2.	A 1000' x 1000' lot on sheet 2
3.	Tract "A" subject to public agency jurisdiction
4.	Tract "B" area and
5.	The term
6.	Tract "C"

UNSUITABLE FOR MICROFILM

OFF. REC. 2975

PAGE 1181

RECORDED AND INDEXED  
AUG 22 2015  
TITUSVILLE

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VILLAGE GROVE OF LA CITA ADDING PHASE 1, UNIT 2

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Village Grove of La Cita, Phase 1, Unit 1 are recorded in Official Record Book 2975, Page 1169, Public Records of Brevard County, Florida, and

WHEREAS, Article XIII, Section 7 of the Declaration provides that the lien of the restrictions may be expended to include lands not originally included within the legal description of land encumbered by Village Grove of La Cita, Phase 1, Unit 1, and

WHEREAS, La Cita Development, Inc., "The Declarant", desires to submit the real property described in the Plat of Village Grove of La Cita, Phase 1, Unit 2 to the lien of the Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Unit 1, Phase 1.

NOW, THEREFORE:

1. La Cita Development, Inc. hereby amends the Declaration of Covenants, Conditions, and Restrictions for Village Grove of La Cita, Phase 1, Unit 1, as recorded in Official Record Book 2975, Page 1169, Public Records of Brevard County, Florida, to encumber the real property described in the Plat of Village Grove of La Cita, Phase 1, Unit 2, Plat Book 36, Page 29, Public Records of Brevard County, Florida. Henceforth, all the properties described in the Plat of La Cita, Phase 1, Unit 2 shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions, and Restrictions for Village Grove of La Cita, Phase 1, Unit 1 as recorded in Official Record Book 2975, Page 1169, Public Records of Brevard County, Florida.

715766

89 AUG 22 AM 11:36

Prepared by:  
John H. Evans, Esq.  
P O Box 2907  
Titusville FL 32781-2907

RETURN TO: City Clerk's Office  
City of Titusville  
P. O. Box 2806  
Titusville, FL 32781

OFF. REC.  
3013

BOOK	2	PAGES	2
TRUST FUNDS	1.50	RECORDING FEE	4.00
REG FEES	9.00	STATE FEE	1.00
DOC ST. S.		PROPERTY TAX	
INITIALS			
SEALED			
REMARKS			

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2838



2. Article I, Section IV Definitions is hereby amended so as to include Tracts A and B, Village Grove of La Cita, Phase 1, Unit 2 within the definition of Common Area.

Roberta J. Hayden  
Margaret Wallace

LA CITA DEVELOPMENT, INC.

By: [Signature]

As: Pres.

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nancy Arkwick, and as and of La Cita Development, to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of July, 1989.

Dianne S. Corbridge  
Notary Public  
My Commission Expires: 2/28/90  
DIANNE S. CORBRIDGE, NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION EXPIRES: 2/28/90

OFF. REC.  
3013

PAGE  
2839

360240

93 APR -9 AM 8:25

*Handwritten:* 1000 Country Club  
 1000 Country Club  
 Brevard and Volusia Counties, FL  
 \$ Fee: \_\_\_\_\_  
 Trust Fee: 1.50  
 Stamp Fee: 2.00  
 Service Chg: \_\_\_\_\_  
 Excise Tax: \_\_\_\_\_  
 Notary: \_\_\_\_\_  
 Return: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY  
 John H. Evans, Esquire  
 750 Country Club Drive  
 Titusville, Florida 32780

AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS

OF  
 VILLAGE GROVE OF LA CITA, PHASE ONE, UNIT ONE AND UNIT TWO

The Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Phase One, Unit One and Unit Two (the "Restrictions"), as recorded in Plat Book 35, Page 51 and Plat Book 36, Page 29 (the "Subdivision"), respectively, are recorded in Official Record Book 2975, Page 1169, Public Records of Brevard County, Florida;

At a duly called meeting of the Homeowners of La Cita, Phase II, Inc. two-thirds of the lot owners within the Subdivision adopted the following amendment:

RESOLVED: That Article I of the Restrictions - Section 10. shall be amended to read:

"All lots and common areas contained within the plats of Village Grove of La Cita, Phase One, Unit One, as recorded in Plat Book 35, Page 51, Public Records of Brevard County, Florida, and Village Grove of La Cita, Phase One, Unit Two, as recorded in Plat Book 36, Page 29, Public Records of Brevard County, Florida. The Association shall have no responsibility for any subdivision except for those set forth directly above."

Except as amended above, the Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Phase One, Unit One and Unit Two, as recorded in Official Records Book 2975, Page 1169, Public Records of Brevard County, Florida, are confirmed and ratified.

WITNESSES:

*David R. White*  
David R. White  
 Print or Type Name

*Robert E. Metry*  
Robert E. Metry  
 Print or Type Name

HOMEOWNERS OF LA CITA PHASE II, INC.  
 (SEAL)  
 By: *Larry McDaniel*  
 Larry McDaniel, President

By: *Nan Turgeon*  
 Nan Turgeon, Secretary

EX3280PG3777

VERIFICATION:

I, Secretary of Homeowners of La Cita Phase II, Inc., hereby certify that the above referenced Deed Restriction Amendment was approved by a two-thirds majority vote of the members of Homeowners of La Cita Phase II, Inc. at a duly called meeting on the 16 day of December, 1993.

Nan Turgeon  
Nan Turgeon, Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 8 day of APRIL, 1993, by LARRY MCDANIEL AND NAN TURGEON, respectively, as President and Secretary of HOMEOWNERS OF LA CITA PHASE II, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and they did \_\_\_\_\_ or did not X take an oath.

Carole T. Marten  
Notary Public

CAROLE T. MARTEN  
Notary Public, State of Florida  
My comm. expires May 22, 1994  
Comm. No. DC014503  
By doc this Notary Public Underwrites

Print or Type Name

State of Florida at Large (Seal)  
My Commission Expires:

(AMENDMENTS)

BK3280PG3778

# VILLAGE GROVE OF LA CITA PHASE I, UNIT I, A PATIO HOME DEVELOPMENT

A SUBDIVISION OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH,  
RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, AND BEING A REPLAT OF  
TRACT "A", LA CITA - SECTION ELEVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN  
PLAT BOOK 31 AT PAGE 90, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

### LEGAL DESCRIPTION - MATTHEW BRONK, JR., L.A. CITA

SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, AND BEING A REPLAT OF TRACT "A", LA CITA - SECTION ELEVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 31 AT PAGE 90, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. MATTHEW BRONK, JR. HAS BEEN DESIGNATED AS THE ASSOCIATED PARTY TO THIS PLAT. THE ASSOCIATED PARTY IS A PERSON WHOSE INTEREST IN THE PROPERTY IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY. THE ASSOCIATED PARTY IS A PERSON WHOSE INTEREST IN THE PROPERTY IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY. THE ASSOCIATED PARTY IS A PERSON WHOSE INTEREST IN THE PROPERTY IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

### PLAT NOTES

1. THE JOINDER IN RELOCATION REFER TO OFFICIAL RECORDS BOOK RECORDS OF BREVARD COUNTY, FLORIDA.
2. FIRE DEPARTMENT AND INSURANCE REFER TO OFFICIAL RECORDS BOOK RECORDS OF BREVARD COUNTY, FLORIDA.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### SURVEYOR'S NOTES

1. THIS PLAT IS BASED ON A TRIANGULAR NETWORK OF 1600' BY 842' BY 842' BY THE WEST LINE OF LA CITA, SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.
2. A 2000' TRIANGULAR NETWORK IS BEING USED AS THE CONTROL AND ADJUSTMENT OF THIS PLAT. THE NETWORK IS BEING USED AS THE CONTROL AND ADJUSTMENT OF THIS PLAT. THE NETWORK IS BEING USED AS THE CONTROL AND ADJUSTMENT OF THIS PLAT.
3. THIS PLAT IS BEING USED AS THE CONTROL AND ADJUSTMENT OF THIS PLAT. THE NETWORK IS BEING USED AS THE CONTROL AND ADJUSTMENT OF THIS PLAT. THE NETWORK IS BEING USED AS THE CONTROL AND ADJUSTMENT OF THIS PLAT.
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See MATTHEW BRONK, JR. BOOK 31 AT PAGE 90, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK 35 PAGE 51  
SHEET 1 OF 2  
SECTION 15, TWP 22 S, RANGE 35 E

KNOW ALL MEN BY THESE PRESENTS THAT THE ASSOCIATED PARTY HAS BEEN DESIGNATED AS THE ASSOCIATED PARTY TO THIS PLAT. THE ASSOCIATED PARTY IS A PERSON WHOSE INTEREST IN THE PROPERTY IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY. THE ASSOCIATED PARTY IS A PERSON WHOSE INTEREST IN THE PROPERTY IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY. THE ASSOCIATED PARTY IS A PERSON WHOSE INTEREST IN THE PROPERTY IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF SUPERVISOR**  
I, THE SUPERVISOR, HAVE REVIEWED THE PLAT AND AM SATISFIED THAT THE PLAT COMPLIES WITH ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THIS COUNTY. THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF APPROVAL BY MUNICIPALITY**  
THIS IS TO CERTIFY THAT THE PLAT COMPLIES WITH ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THIS COUNTY. THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS**  
THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS HAS ACCEPTED THE DEDICATION OF THE PLAT. THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS**  
THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS HAS APPROVED THE PLAT. THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION**  
THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION HAS APPROVED THE PLAT. THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

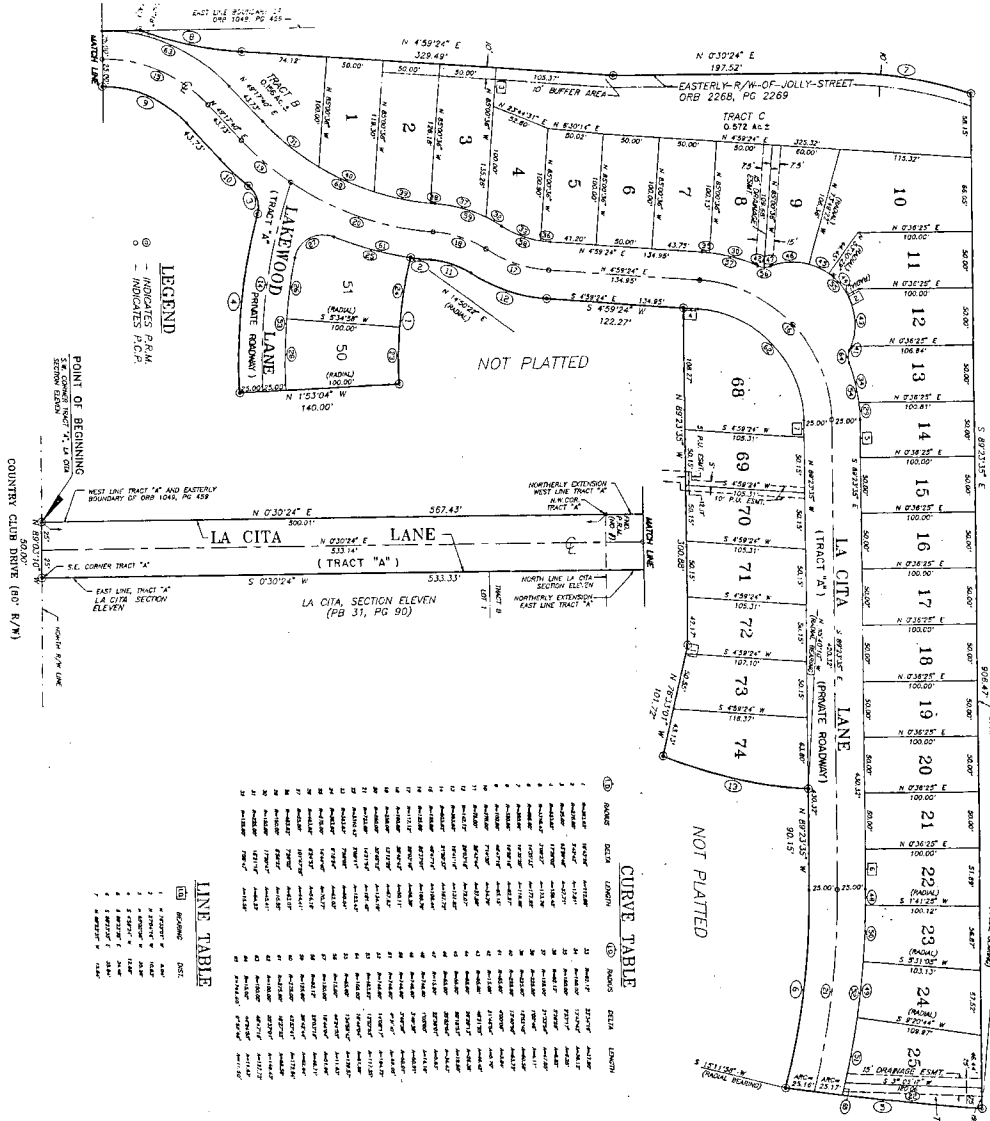
**CERTIFICATE OF CLIENT**  
I, THE CLIENT, HAVE REVIEWED THE PLAT AND AM SATISFIED THAT THE PLAT COMPLIES WITH ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THIS COUNTY. THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

**ALLEN Engineering, Inc.**  
ENGINEERS - SURVEYORS  
106 DIXIE LANE (P.O. BOX 32192)  
OCCOON BEACH, FLORIDA 32932-1321  
407/793-7443



# VILLAGE GROVE OF LA CITA PHASE I, UNIT I, A PATIO HOME DEVELOPMENT

A SUBDIVISION OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY SECTION ELEVEN, BREVARD COUNTY, FLORIDA, AND BEING A REPLAT OF TRACT A, LA CITA SECTION ELEVEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31 AT PAGE 90, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



**LEGEND**  
 ○ INDICATES P.I.C.P.  
 ○ INDICATES P.C.P.A.

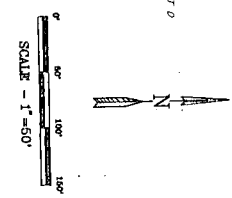
**POINT OF BEGINNING**  
 WEST LINE TRACT "A" AND EASTERN BOUNDARY OF ORB 1044, PG 459  
 S.E. CORNER TRACT "A"  
 EAST LINE TRACT "A" LA CITA SECTION ELEVEN  
 NORTH R/W LINE  
 COUNTRY CLUB DRIVE (80' R/W)

**CURVE TABLE**

STATION	BEARING	DELTA	LENGTH	CHORD	AREA
1	N 0°30'24" E	360.00	562.43	562.43	0.00
2	S 0°30'24" W	360.00	533.33	533.33	0.00
3	N 0°30'24" E	360.00	562.43	562.43	0.00
4	S 0°30'24" W	360.00	533.33	533.33	0.00
5	N 0°30'24" E	360.00	562.43	562.43	0.00
6	S 0°30'24" W	360.00	533.33	533.33	0.00
7	N 0°30'24" E	360.00	562.43	562.43	0.00
8	S 0°30'24" W	360.00	533.33	533.33	0.00
9	N 0°30'24" E	360.00	562.43	562.43	0.00
10	S 0°30'24" W	360.00	533.33	533.33	0.00
11	N 0°30'24" E	360.00	562.43	562.43	0.00
12	S 0°30'24" W	360.00	533.33	533.33	0.00
13	N 0°30'24" E	360.00	562.43	562.43	0.00
14	S 0°30'24" W	360.00	533.33	533.33	0.00
15	N 0°30'24" E	360.00	562.43	562.43	0.00
16	S 0°30'24" W	360.00	533.33	533.33	0.00
17	N 0°30'24" E	360.00	562.43	562.43	0.00
18	S 0°30'24" W	360.00	533.33	533.33	0.00
19	N 0°30'24" E	360.00	562.43	562.43	0.00
20	S 0°30'24" W	360.00	533.33	533.33	0.00
21	N 0°30'24" E	360.00	562.43	562.43	0.00
22	S 0°30'24" W	360.00	533.33	533.33	0.00
23	N 0°30'24" E	360.00	562.43	562.43	0.00
24	S 0°30'24" W	360.00	533.33	533.33	0.00
25	N 0°30'24" E	360.00	562.43	562.43	0.00

**LINE TABLE**

STATION	BEARING	LENGTH	CHORD	AREA
1	N 0°30'24" E	562.43	562.43	0.00
2	S 0°30'24" W	533.33	533.33	0.00
3	N 0°30'24" E	562.43	562.43	0.00
4	S 0°30'24" W	533.33	533.33	0.00
5	N 0°30'24" E	562.43	562.43	0.00
6	S 0°30'24" W	533.33	533.33	0.00
7	N 0°30'24" E	562.43	562.43	0.00
8	S 0°30'24" W	533.33	533.33	0.00
9	N 0°30'24" E	562.43	562.43	0.00
10	S 0°30'24" W	533.33	533.33	0.00
11	N 0°30'24" E	562.43	562.43	0.00
12	S 0°30'24" W	533.33	533.33	0.00
13	N 0°30'24" E	562.43	562.43	0.00
14	S 0°30'24" W	533.33	533.33	0.00
15	N 0°30'24" E	562.43	562.43	0.00
16	S 0°30'24" W	533.33	533.33	0.00
17	N 0°30'24" E	562.43	562.43	0.00
18	S 0°30'24" W	533.33	533.33	0.00
19	N 0°30'24" E	562.43	562.43	0.00
20	S 0°30'24" W	533.33	533.33	0.00
21	N 0°30'24" E	562.43	562.43	0.00
22	S 0°30'24" W	533.33	533.33	0.00
23	N 0°30'24" E	562.43	562.43	0.00
24	S 0°30'24" W	533.33	533.33	0.00
25	N 0°30'24" E	562.43	562.43	0.00



**ALLEN**  
 Engineering, Inc.  
 ENGINEERS - SURVEYORS  
 148 COURT LAUREL BLVD. SUITE 200  
 BOCA RATON, FLORIDA 33433  
 (561) 368-1100

PLAT BOOK 35 PAGE 52  
 SHEET 2 OF 2  
 SECTION 15, TWP. 22, S., RANGE 35 E

NOTARIAL PUBLIC  
STATE OF FLORIDA

**Affidavit Confirming Errors  
on Record Plat of  
VILLAGE GROVE OF LA CITA  
PHASE 1, UNIT 1, A PATIO HOME DEVELOPMENT**

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared "Robert M. Salmon," by me well known to me to be the person hereinafter described, who being first duly cautioned and sworn, deposes and says on oath as follows, to wit:

I "Robert M. Salmon," am a Professional Land Surveyor authorized to practice Land Surveying in the State of Florida and on July 13, 1988 an examination of the plat of VILLAGE GROVE OF LA CITA, PHASE 1, UNIT 1, A PATIO HOME DEVELOPMENT, as recorded in Plat Book 35 at Pages 51 and 52 of the Public Records of Brevard County, Florida, and as a result of this examination a number of scriviners errors were found to exist on the aforesaid plat.

The affiant further says that the corrections to be described will not conflict with the evidence on the ground, and in his opinion such corrections should be substituted for the erroneous data shown on such plat to wit:

EAST LINE OF LA CITA LANE, SHEET 2 OF 2:

Bearing on East right of way line is shown as S04°59'24"E; correct bearing is N04°59'24"E.

WIDTH OF LAKEWOOD LANE, SHEET 2 OF 2:

3007  
OFF. REC.

The half right of way widths are shown as 25.00 and 25.00 for a total of 50.00; correct widths are 20.00 and 20.00 for a total of 40.00.

Except as noted above, the information on the aforesaid record plat is correct.

The affiant further sayeth naught.

In witness whereof I have hereunto set my hand and official seal this 13th day of July, 1989, A.D.

1092  
PAGE

ALLEN ENGINEERING, INC.  
BY: *[Signature]*  
ROBERT M. SALMON  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA, NO. 4262

SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO "ROBERT M. SALMON" THIS 13TH  
DAY OF JULY, 1989

NOTARY PUBLIC OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUGUST 23, 1989

*[Signature]*  
*Bob Salmon*  
Return: *Allen Engineering*  
*106 Dale Road*  
*Coconut Bch FL 32931*

1.00  
5.00  
Client Court  
Brevard Co. Florida

699255  
1989 JUL 17 PM 3:54

# VILLAGE GROVE OF LA CITA

## PHASE 1, UNIT 2, A PATIO HOME DEVELOPMENT

A SUBDIVISION OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 22  
SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

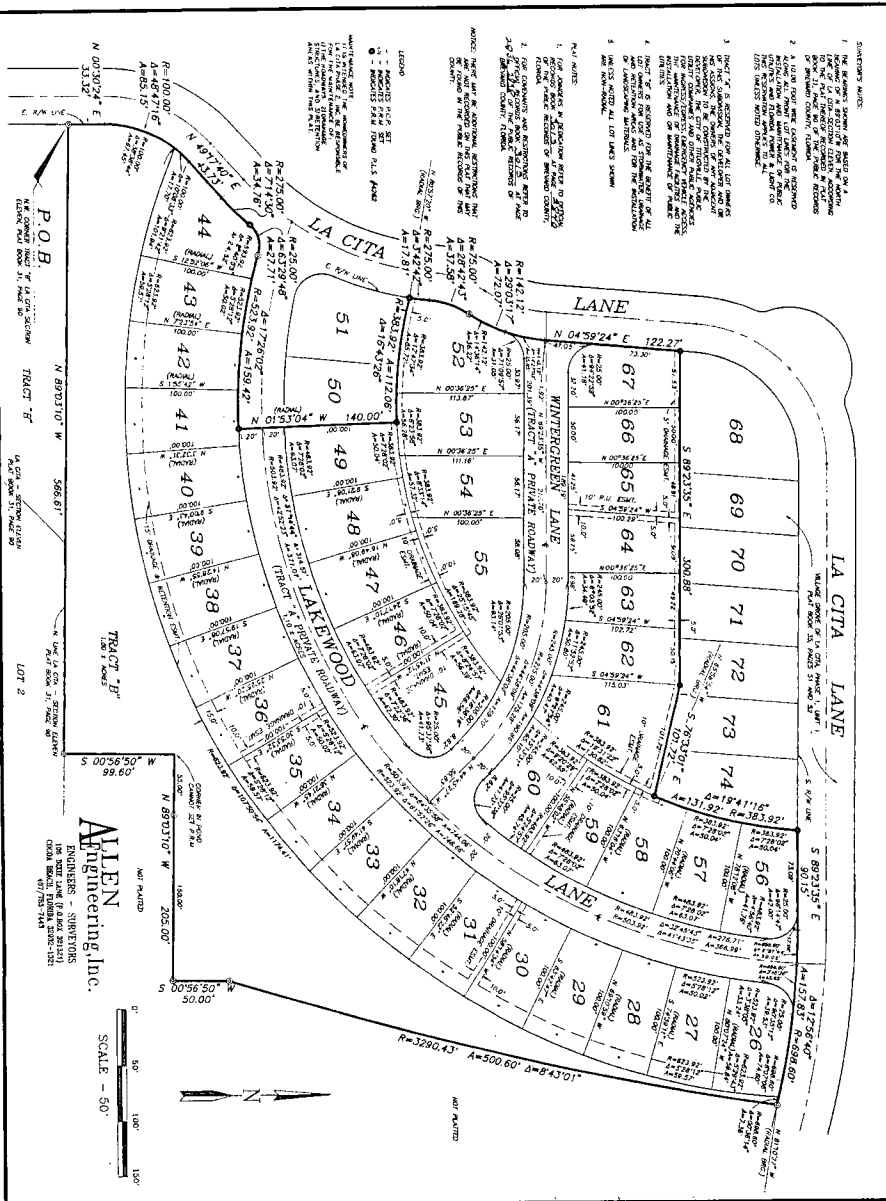
1. THE BOUNDARY SURVEY OF THIS SUBDIVISION IS BASED UPON A SURVEY OF THE SECTION 15, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, MADE BY JOHN W. ALLEN, ENGINEER, IN 1971, AND IS SUBJECT TO THE CORRECTIONS THEREON.

2. THE LOTS IN THIS SUBDIVISION ARE BOUNDARY SURVEYED AND SHOWN AS BEING CONVEYED TO THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, BY DEED.

3. THE LOTS IN THIS SUBDIVISION ARE BOUNDARY SURVEYED AND SHOWN AS BEING CONVEYED TO THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, BY DEED.

4. THE LOTS IN THIS SUBDIVISION ARE BOUNDARY SURVEYED AND SHOWN AS BEING CONVEYED TO THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, BY DEED.

5. THE LOTS IN THIS SUBDIVISION ARE BOUNDARY SURVEYED AND SHOWN AS BEING CONVEYED TO THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, BY DEED.



PLAT BOOK 36 PAGE 29  
SHEET 1 OF 1  
SECTION 15, TWP. 22 S., RANGE 35 E.

**DEDICATION**  
HEREBY ALL PART OF THESE PROPERTIES, being the same as the same of the land described in the plat of the Village Grove of La Cita, are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be maintained as such by the City of Titusville, Brevard County, Florida, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**ACCEPTANCE**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**CERTIFICATE OF CLERK**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**CERTIFICATE OF ENGINEER**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**CERTIFICATE OF BOARD OF COUNTY COMMISSIONERS**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**CERTIFICATE OF CITY CLERK**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**CERTIFICATE OF ENGINEER**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

**CERTIFICATE OF CLERK**  
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same of the land described in the plat of the Village Grove of La Cita, and that the same are dedicated to the public for the purpose of use of the same as a public park, playground, and recreation area, and the same shall be subject to the same laws, regulations, and ordinances as other public parks, playgrounds, and recreation areas of the City of Titusville, Brevard County, Florida.

RETURN TO: City Clerk's Office  
City of Titusville  
P. O. Box 2806  
Titusville, FL 32781

*Lady Crawford* Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# Pgs. 1 # Memos 2  
Trust Fund 100 Rec Fee 5.00  
Stamp-Deed \_\_\_\_\_ Exces In \_\_\_\_\_  
Stamp-Mtg \_\_\_\_\_ Int Ts \_\_\_\_\_  
Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

RESOLUTION NO. 20-1993

A RESOLUTION OF THE CITY OF TITUSVILLE,  
FLORIDA VACATING A PORTION OF THE PLAT OF  
VILLAGE GROVES OF LA CITA PHASE I, UNIT 2; AND  
PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a petition was presented by Eva Hines to the City Council of the City of Titusville, Florida requesting the vacation of a part of the following platted subdivision, specifically the following easement, to wit:

The northwest 1/2 of the southeasterly 15 feet of Lot 33, Village Grove of La Cita Phase I, Unit 2, a patio home development, according to the plat thereof, as recorded in Plat Book 36, Page 29, Public Records of Brevard County, Florida, lying in Section 15, Township 22 South, Range 35 East.

WHEREAS, there was attached to said Petition a copy of a Notice published according to law, giving notice of the meeting of this Council at which said Petition was to be heard; and

WHEREAS, a public hearing date was held on the date noticed for the same and the City Council being fully advised in the premises.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, as follows:

Section 1. That the above-described easement is hereby declared to be vacated pursuant to Florida Statutes 177.101.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 25th day of May, 1993.

*Thomas R. Mariani*  
Thomas R. Mariani, Mayor

*James R. Canacho*  
James R. Canacho, City Clerk

BK3295PG0548

391967

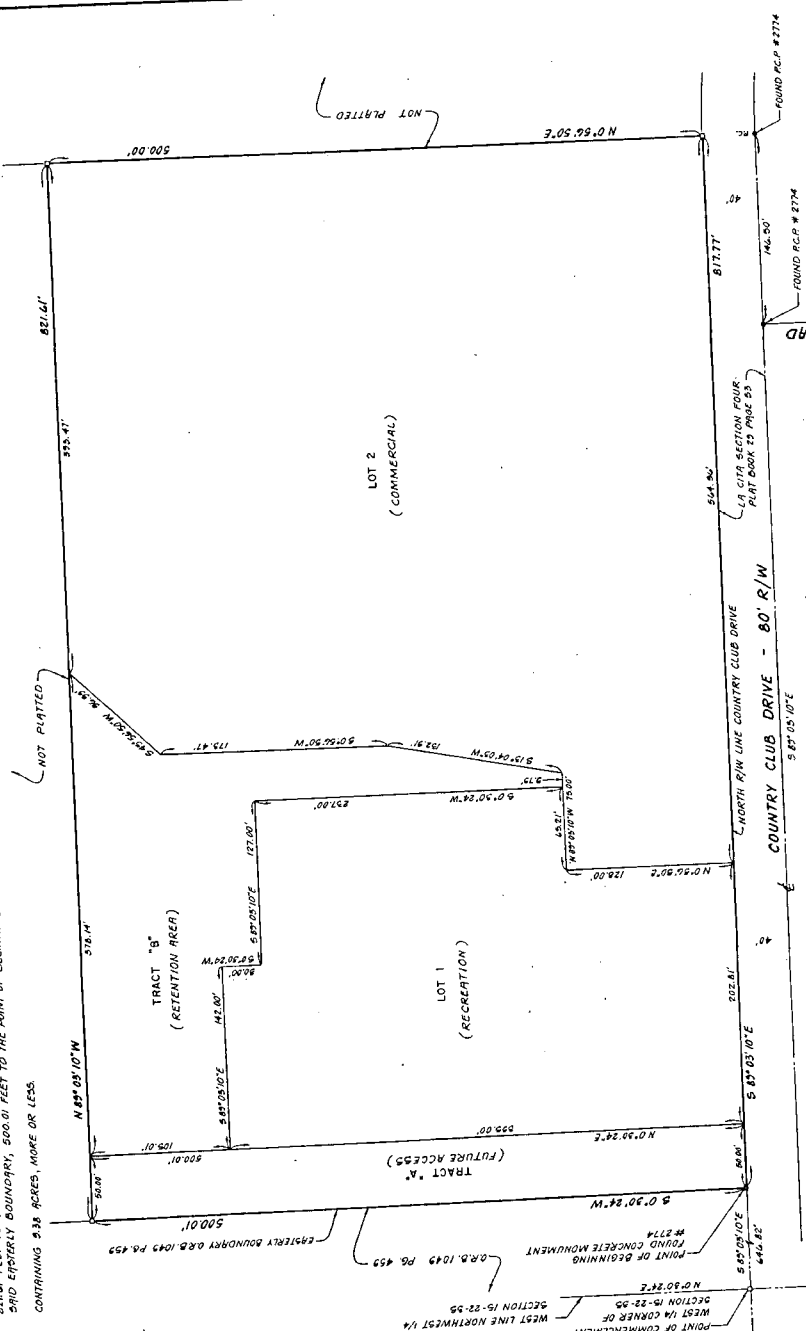
93 JUN -3 PM 1:33



**LA CITA - SECTION ELEVEN**

**CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA**  
**A PART OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 22, SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.**

**LEGAL DESCRIPTION:**  
 COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; RUN THENCE S 87°05'10"E ALONG THE NORTH RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE (IN 80' R/W), 64.51 FEET TO THE POINT OF BEGINNING OF THE LOTS HEREIN DESCRIBED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE NORTH EXTENSION THEREOF, S 87°05'10"E, 87.77 FEET; THENCE S 87°05'10"E, 500.00 FEET; THENCE S 0°30'24"N ALONG SAID EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1043, PG. 453 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 0°30'24"N ALONG SAID EASTERLY BOUNDARY, 500.01 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 3.38 ACRES, MORE OR LESS.



**DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS THAT THE CORPORATION named herein is dedicating to the City of Titusville, Brevard County, Florida, the following described lands...

**CITY OF TITUSVILLE, FLORIDA**  
 Planning and Zoning Commission  
 Planning and Zoning Director

**CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS**  
 THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS has accepted the dedication of the above described lands for public use and other rights of way, easements, and open dedicated for public use on this plat.

**CERTIFICATE OF APPROVAL BY MUNICIPALITY**  
 THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS has approved the dedication of the above described lands for public use and other rights of way, easements, and open dedicated for public use on this plat.

**CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION**  
 THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION has approved the foregoing plan.

**CERTIFICATE OF CLERK**  
 I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAN and the same is a correct and true and correct copy of the original.

**NOTARIAL PUBLIC**  
 My Commission Expires 7/1/88

**ATTEST:**  
 City Clerk

**ATTEST:**  
 City Engineer

**ATTEST:**  
 Mayor

**ATTEST:**  
 City Commissioner

**ATTEST:**  
 Chairman of the Board

**ATTEST:**  
 Chairman of the Board

**ATTEST:**  
 Chairman of the Board

PLAT BOOK 31 AND PAGE 90

**LA CITA - SECTION ELEVEN**  
 hereby accepted and dedicated to the City of Titusville, Brevard County, Florida, the following described lands...

**STATE OF FLORIDA, COUNTY OF BREVARD**  
 THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS has approved the dedication of the above described lands for public use and other rights of way, easements, and open dedicated for public use on this plat.

**CERTIFICATE OF SURVEYOR**  
 KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, being a duly Licensed Professional Surveyor in and for the State of Florida, and being duly sworn to the duties of the office, do hereby certify that on and to wit, the 17th day of May, 1985, I have surveyed and platted the above described lands and that the same are shown on this plat in accordance with the laws of the State of Florida and the rules and regulations of the State Board of Professional Surveyors, and that I have no interest in the land described in said plat.

**CITY OF TITUSVILLE, FLORIDA**  
 Planning and Zoning Commission  
 Planning and Zoning Director

**CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION**  
 THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION has approved the foregoing plan.

**CERTIFICATE OF CLERK**  
 I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAN and the same is a correct and true and correct copy of the original.

**ATTEST:**  
 City Clerk

**ATTEST:**  
 City Engineer

**ATTEST:**  
 Mayor

**ATTEST:**  
 City Commissioner

AFFIDAVIT OF MAILING OF STATEMENT OF MARKETABLE TITLE ACTION

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, the undersigned authority, on this date personally appeared Donald Ritter, who after being duly sworn, deposes and says:

1. Affiant is an appropriate member of the Board of Directors (the "Board") of Homeowners of La Cita, Phase II, Inc. (the "Association"), to execute the Affidavit on behalf of the Association and has personal knowledge of all matters set forth in this Affidavit.

2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of the Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Phase 1, Unit 1, recorded in Official Records Book 2975, Page 1169, as amended in Official Records Book 3013, Page 2838, and as amended in Official Records Book 3280, Page 3777, all of the Public Records of Brevard County, Florida, as amended from time to time, set forth in that certain document was furnished to the members by U.S. mail delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board, in substantially the following form, stated the time and place of the meeting and included therein pursuant to F.S. § 712.06, the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval as follows:

STATEMENT OF MARKETABLE TITLE ACTION

The Homeowners of La Cita, Phase II, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions for Village Grove of La Cita, Phase 1 Unit 1, recorded in Official Records Book 2975, Page 1169, as amended in Official Records Book 3013, Page 2838; and as amended in Official Records Book 3280, Page 3777; all of the Public Records of Brevard County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Brevard County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

3. Affiant further sayeth naught.

Witnesses:

*Kristy Mount*

Printed Witness Name: Kristy Mount

*Kathryn M. Miles*

Printed Witness Name: Kathryn M. Miles

Homeowners of La Cita, Phase II, Inc., a Florida non-profit corporation

By: *Donald Ritter*

Donald Ritter, Board Member, Secretary



The foregoing Affidavit was sworn to and subscribed before me this 24 day of November, 2015, by Donald Ritter, as a member and Secretary, of the Board of Directors of Homeowners of La Cita, Phase II, Inc., a Florida non-profit corporation on behalf of the corporation. He has produced a Florida driver's license as identification.

(NOTARY SEAL)



Kathryn M Miles  
Notary Public State of Florida  
Printed Name: Kathryn M Miles  
My commission expires: \_\_\_\_\_