

PREPARED BY AND RETURN TO:
Kimberly B. Rezanka
Cantwell & Goldman, P.A.
96 Willard Street, Suite 302
Cocoa, FL 32922

SECOND AMENDMENT TO
BINDING DEVELOPMENT PLAN

THIS SECOND AMENDMENT TO BINDING DEVELOPMENT PLAN, entered into this 19 day of May, 2020, between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County" and **RIVER FLY-IN CONDOMINIUM, INC.**, a Florida corporation (successor to RIVER FLY-IN, LLC, a Florida limited liability company) (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner desires to develop the Property in a residential, multi-family condominium ~~configuration~~ (the Project); and

WHEREAS, the Property is located within 1,500 feet of the Merritt Island Airport; and
WHEREAS, as part of its plan for development of the Property, the Titusville-Cocoa Airport Authority has requested that the Developer/Owner mitigate negative impacts of the abutting Merritt Island Airport upon the residential units planned to be constructed by the Developer/Owner; and

WHEREAS, the County approved PUD zoning for the Property on or about May 16, 2006, including a Preliminary Development Plan (Zoning Action Z-11244), and is authorized to regulate development of the Property; and

WHEREAS, the County and the Owner entered into a Binding Development Plan on May 16, 2006, said Binding Development Plan being recorded in Official Records Book 5648, Page 7252, Public Records of Brevard County, Florida; and

WHEREAS, the County and the Owner entered into a First Amendment to the Binding Development Plan on August 5, 2014, said Amendment being recorded in Official Records Book 7182, Page 1198, Public Records of Brevard County, Florida ("First Amendment"); and

WHEREAS, the Owner desires to add a new subsection to paragraph 2.D. and a new paragraph 6. to the First Amendment to provide for additional restrictions to comply with Brevard County Code Sec. 62-1841.5.5. - Resort dwellings; and

WHEREAS, Resort Dwellings are a permitted use with conditions in Brevard County Code Sec. 62-1443 (PUD zoning classification); and

NOW, THEREFORE, the parties agree and the Binding Development Plan is amended as follows:

1. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

2. To meet the desires of the Titusville-Cocoa Airport Authority and the Brevard County Commission the Developer/Owner agrees to the following:

A. Upon the approval of the original Binding Development Plan, the Developer/Owner recorded the Declaration of Covenants and Waiver of Claims in the Public Records of Brevard County, Florida at Official Records Book 5648, Page 7258.

B. Upon the approval of the original Binding Development Plan the Developer/Owner recorded the Aviation Easement in the Public Records of Brevard County, Florida at Official Records Book 5648, Page 7262.

C. In addition, a recorded copy of the Declaration of Covenants and Waiver of Claims shall be included as an exhibit within the condominium/homeowners' association documents for any Project built upon the Property.

D. The condominium/homeowners' association documents for any Project on the subject Property shall further provide:

i. A copy of the Declaration of Covenants and Waiver of Claims and Avigation Easement will be attached to the Declaration of Condominium/Declaration of Covenants as Exhibits.

ii. The condominium/homeowners' association documents shall provide that the condominium/homeowners' association documents shall approve each and every conveyance of a unit and resale of a unit. The condominium/homeowners' association shall obtain from any person or entity of any conveyance of any interest in a unit a signed acknowledgement for receipt of a copy of the Declaration of Covenants and Waiver of Claims and the Brevard County Avigation Easement. Copies of same signed by any person or entity of any conveyance of any interest in a unit shall then be sent to the Titusville-Cocoa Airport Authority. Any conveyance made without the condominium/homeowners' association's approval shall be voidable by the condominium/homeowners' association.

iii. The condominium/homeowners' association shall provide annually, on or before July 1st of each year, to the Titusville-Cocoa Airport Authority and to the County Manager's Office of Brevard County, a sworn report setting forth the names and addresses of any person or entity of any conveyance of any interest in a unit within the Property for the previous calendar years and a copy of the documentation required by paragraph 2.D.(ii) above to insure that a purchaser has received copies of the Declaration of Covenants and Waiver of Claims and Avigation Easement.

iv. The condominium/homeowners' association documents shall provide that the Titusville-Cocoa Airport Authority shall have the standing to enforce the provisions of

paragraphs 2D.(i-iii) above. If the Titusville-Cocoa Airport Authority files suit to enforce the provisions of paragraph 2D.(i-iii) above, the prevailing party shall be entitled to attorney's fees. The condominium/homeowners' association documents shall specifically provide that the doctrine of waiver shall not apply to any new owner of a residential unit, even though the condominium/homeowners' association has allowed, knowingly or unknowingly, the conveyance of a unit without receipt of the above referenced documents. In addition, the condominium/homeowners' association documents shall provide that the provisions set forth in 2D. (i-iii) above may not be amended without the written consent of the Titusville-Cocoa Airport authority.

v. The condominium/homeowners' association documents shall provide that all units are restricted to no more than six (6) occupants without the association's consent and that no individual room in a unit may be rented.

3. Developer/Owner agrees to install sound attenuation materials within all units to achieve an outdoor to indoor noise level reduction (NRL) of at least 25 decibels and protective lighting shall be installed to limit the Project's glare upon the Merritt Island Airport.

4. No direct access from the Project to the Merritt Island Airport shall be allowed unless expressly approved in writing by the Titusville-Cocoa Airport Authority.

5. Developer/Owner agrees that no structure on the subject property shall exceed 94 feet.

6. Developer/Owner/association shall ensure that the number of persons occupying any dwelling unit shall not exceed the number of rooms in the dwelling unit, require that there shall be a designated local manager for each resort dwelling unit, and demand compliance with Brevard County Code Sec. 62-1841.5.5 (2).

7. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the comprehensive plan or land development regulations as they may apply to this Property.

8. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of

recording this Agreement in Brevard County, Florida.

9. This Second Amended Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the Board of County Commissioners on May 29, 2014. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

10. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Section 1.7 and 62-5, Code of Ordinances of Brevard County, Florida, as it may be amended

11. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 9 above.

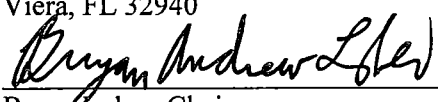
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:



Scott Ellis, Clerk
(SEAL)

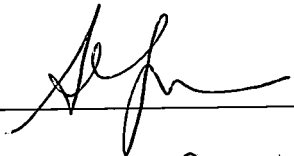
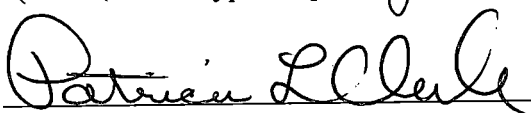
BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA,
2725 Judge Fran Jamieson Way
Viera, FL 32940



Bryan Lober, Chair
As approved by the Board on May 19, 2020

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)


WITNESSES:


 Samantha Ghanayem
 (Witness Name typed or printed)


Patricia L. Clark

(Witness Name typed or printed)

DEVELOPER/OWNER
 RIVER FLY-IN CONDOMINIUM, INC., a
 Florida corporation


 WASIM NIAZI, as President
 1910 Rockledge Blvd
 Rockledge, FL 32955

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2020 by WASIM NIAZI, as President of RIVER FLY-IN CONDOMINIUM, INC., A Florida corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ as identification.

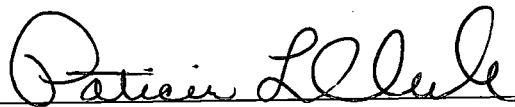
My commission expires

SEAL

Commission No.:



Patricia L. Clark
 Comm. #GG363212
 Expires: October 1, 2023
 Bonded Thru Aaron Notary


 Notary Public

Patricia L. Clark

(Name typed, printed or stamped)

Schedule "A"

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH $0^{\circ} 58' 27''$ EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 144.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH $88^{\circ} 54' 19''$ EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150.22 FEET; THENCE NORTH $1^{\circ} 19' 12''$ WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 114.74 FEET; THENCE NORTH $88^{\circ} 49' 40''$ EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 629.69 FEET; THENCE SOUTH $0^{\circ} 27' 26''$ EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OFFICIAL RECORDS BOOK 692, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115.12 FEET; THENCE NORTH $88^{\circ} 46' 52''$ EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OFFICIAL RECORDS BOOK 692, PAGE 522, A DISTANCE OF 171.85 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH $2^{\circ} 12' 58''$ WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 533.03 FEET; THENCE SOUTH $89^{\circ} 02' 12''$ WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 918.62 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH $1^{\circ} 09' 48''$ WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 529.19 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH $1^{\circ} 10' 22''$ EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH $88^{\circ} 50' 36''$ EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH $1^{\circ} 10' 22''$ WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE N $88^{\circ} 50' 36''$ EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 629.60 FEET; THENCE SOUTH $0^{\circ} 24' 24''$ EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OFFICIAL RECORDS BOOK 692, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH $88^{\circ} 50' 36''$ EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OFFICIAL RECORDS BOOK 692, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH $2^{\circ} 13' 56''$ WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 632.54 FEET; THENCE SOUTH $89^{\circ} 02' 56''$ WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 918.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH $1^{\circ} 10' 22''$ WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 528.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY ROAD RIGHT OF WAY

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 14	#Names: 2	
Trust: 7.50	Rec: 113.00	Serv: 0.00
Doc: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

PREPARED BY AND RETURN TO:

John H. Evans, Esquire
 John H. Evans, P.A.
 1702 S. Washington Ave
 Titusville, FL 32780

CFN 2006153936 05-22-2006 11:18 am
 OR Book/Page: 5648 / 7252

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this 16 day of May, 2006, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and DR. WASIM NIAZI (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner desires to develop the Property in a residential configuration (the Project); and

WHEREAS, the Property is located within 1,500 feet of the Merritt Island Airport; and

WHEREAS, as part of its plan for development of the Property, the Titusville-Cocoa Airport Authority has requested that the Developer/Owner mitigate negative impacts of the abutting Merritt Island Airport upon the residential units planned to be constructed by the Developer/Owner; and

WHEREAS, the County is authorized to regulate development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. The County shall not be required or obligated in any way to construct or maintain

RETURN: Clerk to the Board #27

or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest or some other association and/or assigns satisfactory to the County shall be responsible for the maintenance of any improvements.

2. To meet the desires of the Titusville-Cocoa Airport Authority and the Brevard County Commission the Developer/Owner agrees to the following:

A. Upon the approval of this Binding Development Plan, the Developer/Owner agrees to record upon the Public Records of Brevard County Florida the Declaration of Covenants and Waiver of Claims attached as Exhibit "B".

B. Upon the approval of this Binding Development Plan the Developer/Owner agrees to record upon the Public Records of Brevard County the Avigation Easement attached as Exhibit "C".

C. In addition, a recorded copy of the Declaration of Covenants and Waiver of Claims shall be included as an exhibit within the condominium/homeowners documents for any residential project built upon the Property.

D. The condominium/homeowner documents for any residential build on the subject property shall further provide:

(i) A copy of the Declaration of Covenants and Waiver of Claims and Avigation Easement will be attached the Declaration of Condominium as an exhibit.

(ii) The condominium/homeowner documents shall provide that ownership within the Project shall be limited to persons who hold non-revoked pilot certifications issued by the FAA, their spouses or their surviving relatives. The condominium/homeowners documents shall provide that the condominium association shall approve

each and every purchaser to insure that every purchaser of a unit within the Condominium shall be within this class of persons.

(iii) The condominium association shall provide annually, on or before July 1st of each year, to the Titusville-Cocoa Airport Authority and to the City Manager's office of Brevard County, a sworn report setting forth the names and addresses of all purchasers of units within the Condominium for the previous calendar year and a copy of the documentation received by the condominium association to insure that a purchaser held a non-revoked pilot certificate issue by the FAA.

(iv) The condominium/association documents shall provide that the Titusville-Cocoa Airport Authority shall have the standing to enforce the provisions of paragraphs 2 D (i-iii) above. If the Association has to file suit to enforce the provisions of paragraph 2 D (i-iii) above the prevailing party shall be entitled to attorneys fees. The condominium/association documents shall specifically provide that the doctrine of waiver shall not apply to any new purchaser of a residential unit, even though the Authority has allowed, knowingly or unknowingly, a non-licensed person to purchase a unit within the Project. In addition, the condominium/association documents shall provide that the provisions set forth in 2 D (i-iii) above may not be amended without the written consent of the Titusville-Cocoa Airport authority.

3. Developer/Owner agrees to install sound attenuation materials within all units to achieve and outdoor to indoor noise level reduction (NRL) of at least 25 decibels and protective lighting shall be installed to limit the Project's glare upon the Merritt Island Airport.

4. No direct access from the Project to the Merritt Island Airport shall be allowed unless expressly approved in writing by the Titusville-Cocoa Airport Authority.

RETURN: Clerk to the Board #27

5. Developer agrees that no structure on the subject property shall exceed 94 feet.

6. Developer/Owner shall comply with all regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer's/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the comprehensive plan or land development regulations as they may apply to this Property.

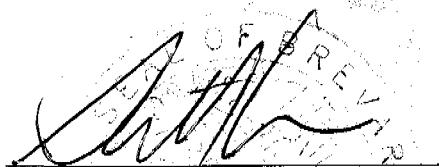
7. Developer/Owner, upon execution of this Agreement, shall pay to the County the cost of recording this Agreement in Brevard County, Florida.

8. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the Board of County Commissioners on April 6, 2006. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

9. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by Section 1.7 and 62-5, Code or Ordinances of Brevard County, Florida, as it may be amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:



Scott Ellis, Clerk
(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940



Helen Voltz, Chair
As approved by the Board on May 16, 2006

RETURN: Clerk to the Board #27

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16th day of MAY, 2006 by Helen Votta, Chairman of the Board of County Commissioners of Brevard County, Florida who is personally known to me or who has produced _____ as identification.

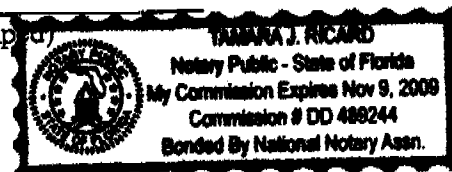
My commission expires

SEAL

Commission No.:

Tamara J. Ricard
Notary Public

(Name typed, printed or stamped)



WITNESSES:

Donna Wilson

DONNA WILSON
Witness Name typed or printed

Stephanie McCayson

STEPHANIE McCAYSON
Witness Name typed or printed

DEVELOPER/OWNER

111 LONGWOOD AVE
RICKLEIDGE, FL 32955
(Address)

WASIM NAZI
(President)

WASIM NAZI
(Name typed, printed or stamped)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of April, 2006 by WASIM NAZI, President of _____ who is personally known to me or who has produced N/A as identification.

My commission expires:

SEAL

Commission No.:

Naomi Marshall
Notary Public

NAOMI MARSHALL
(Name typed, printed or stamped)



Naomi Marshall
My Commission DD280308
Expires September 16, 2007

RETURN: Clerk to the Board #27

This Warranty Deed

Made this 1st day of October, 2004 by
**STEPHEN M. MCLEOD, INDIVIDUALLY AND AS
 TRUSTEE and CHARLENE R. MCLEOD, INDIVIDUALLY
 AND AS TRUSTEE of THE CHARLENE R. MCLEOD
 LIVING TRUST, DATED JULY 13, 2000, *HUSBAND &
 WIFE**

hereinafter called the grantor, to
WASIM NIAZI, A MARRIED MAN
 whose post office address is:
**111 LONGWOOD AVENUE
 ROCKLEDGE, FL 32955**

CFN 2004324825 10-14-2004 10:35 am
 OR Book/Page: **5371 / 7708**

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 6
 Trust: 1.00 Rec: 11.00 Serv: 0.00
 Mtg: 4,375.00 Excise: 0.00
 nt Tax: 0.00

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in BREVARD County, Florida, viz:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH 1°10'22" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE N 88°50'36" EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 629.60 FEET; THENCE SOUTH 0°24'24" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 692, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 692, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH 2°13'56" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 632.54 FEET; THENCE SOUTH 89°02'56" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 918.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 528.30 FEET TO THE POINT OF BEGINNING.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 25-36-01-00-00254.0-0000.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Terril A. Snedden
 Witness: (Signature)
 Print Name: **Terril A. Snedden**
Vicki Caraccia
 Witness: (Signature)
 Print Name: **Vicki Caraccia**

Witness: (Signature)
 Print Name: _____
 Witness: (Signature)
 Print Name: _____

State of **FLORIDA**
 County of **BUNCOMBE**

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by **STEPHEN M. MCLEOD AND CHARLENE R. MCLEOD, TRUSTEES OF THE CHARLENE R. MCLEOD LIVING TRUST DATED JULY 13, 2000** who is personally known to me or who has produced NC. Drivers License identification.

Terril A. Snedden
 NOTARY PUBLIC (signature)
 Print Name: **Terril A. Snedden**
 My Commission Expires: **May 06, 2009**
 Stamp/Seal:

Prepared by and for: _____
 Paula M Randall
 Sunbelt Title Agency
 215 East Colonial Drive
 Orlando, FL 32801
 File Number: 771040494

Return To: Sunbelt Title Agency
 2211 Lee Road, Suite 218
 Winter Park, FL 32789

Incident to the issuance of a title insurance contract.
 warrantydeed
 Rev. 12/21/03
 tp

EXHIBIT**A**

RETURN: Clerk to the Board #27

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
JOHN H. EVANS, ESQUIRE
1702 SOUTH WASHINGTON AVE
TITUSVILLE, FL. 32780

DECLARATION OF COVENANTS AND WAIVER OF CLAIMS

THE UNDERSIGNED, hereinafter "Declarant", being the owner in fee simple of the real property located in Brevard County, Florida, described in Exhibit "A", attached hereto ("the Property"), declares that:

WHEREAS, the Property is located in the proximity of Merritt Island Airport which, as it now exists or may hereafter be enlarged, expanded and/or developed (hereinafter "the Airport"); and which Airport is owned by the Titusville-Cocoa Airport Authority; and

WHEREAS, there is one (1) runway which is in operation at the Airport at the time of the execution of this instrument; and

WHEREAS, aircraft operating on, or approaching or departing from the Airport will generate noise which can be heard on the Property, and will fly over or near the Property (which noise and activity, as now existing and may increase in the future because of increased flight activity at the Airport, will collectively hereinafter be referred to as "Aircraft Activity"); and

WHEREAS, Declarant proposes to build a nine (9) story residential condominium upon the Property. Units will be sold as condominiums catering to pilots and other persons who intend to make use of the Merritt Island Airport; and

WHEREAS, the Declarant desires that all persons hereafter residing on, visiting or otherwise occupying the Property be placed on notice that the Property is in the proximity of the Airport, and of the expected occurrence of Aircraft Activity on the Airport and near the Property.



NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Declarant hereby covenants and declares that he and his successors, assigns, licensees, invitees, and tenants (hereinafter "the Persons Bound") expressly waive all right to assert against or join in any claim, administrative proceedings, lawsuit, or other cause of action that may for any reason arise in the future against the Titusville-Cocoa Airport Authority, the operators and owners of aircraft and helicopters lawfully using the Airport and in case of the owners of aircraft, their respective officers, directors, employees and agents (collectively "the Benefited Parties") for any inverse condemnation, damages, aircraft noise (including without limitation), noise produced by aircraft and helicopters located on the Airport approaching the Airport for landing or departing from the Airport, nuisance or other action of any nature whatsoever arising out of, or related to, lawful Aircraft Activity in the proximity of the Property. This Declaration shall not be construed to bar any of the Persons Bound from any claims against any person or entity for personal injury or property damage caused by or resulting from negligent operation of any Aircraft or helicopter, or use of airspace in a manner in violation of applicable federal laws and regulations.

THIS DECLARANT, shall record this Declaration of Covenants and Waiver in the Public Records of Brevard County, Florida. When recorded, each provision of this Declaration shall run with the Property, and shall be binding upon all owners, tenants, invitees or occupants thereof, their heirs, successors and assigns, invitees, and tenants. The acceptance by any party of any right or use, deed, lease, mortgage or other interest in or privilege pertaining to the Property whatsoever shall constitute acknowledgment and acceptance of the terms of this Declaration and the binding effects hereof.

RETURN: Clerk to the Board #27

THIS DECLARATION OF COVENANTS AND WAVIER OF CLAIMS shall bind the Declarant, his successors and assigns (individuals, corporations and other entities) and grantees and tenants thereof, and their respective successors and assigns. The acceptance by any persons or entity of any conveyance of any interest in the Property shall constitute acknowledgment of the terms of this Declaration and agreement to be bound by this Declaration.

THIS DECLARATION OF COVENANTS AND WAIVER OF CLAIMS shall be a covenant running with the Property and shall insure to the benefit of the Benefited Parties, their successor and assigns.

DECLARANT

By: 

WASIM NIAZI

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, the officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WASIM NIAZI who is personally known to me or produced _____ as identification, that he acknowledged executing the same freely and voluntarily.

Witness my hand and official seal in the State and County last aforesaid this 19th day of April, 2006.

Naomi Marshall
NOTARY PUBLIC

My Commission Expires: 09-16-07

Staciedocs/niazi/d8875/Declaration/4-7-06-ks



Naomi Marshall
My Commission DD250308
Expires September 16, 2007

This Warranty Deed

Made this 1st day of October, 2004 by
**STEPHEN M. MCLEOD, INDIVIDUALLY AND AS
 TRUSTEE AND CHARLENE R. MCLEOD, INDIVIDUALLY
 AND AS TRUSTEE OF THE CHARLENE R. MCLEOD
 LIVING TRUST, DATED JULY 13, 2000, *HUSBAND &**

hereinafter called the grantor, to
WASIM NIAZI, A MARRIED MAN
 whose post office address is:
**111 LONGWOOD AVENUE
 ROCKLEDGE, FL 32955**

CFN 2004324825 10-14-2004 10:35 am
 OR Book/Page: **5371 / 7708**

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 6
 Trust: 1.00 Rec: 11.00 Serv: 0.00
 4,375.00 Excise: 0.00
 Mtg: 0.00 nt Tax: 0.00

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in BREVARD County, Florida, viz:

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID POINT BEING ON THE CENTERLINE OF CONE ROAD; THENCE SOUTH 1°10'22" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE N 88°50'36" EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 629.60 FEET; THENCE SOUTH 0°24'24" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 692, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 692, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH 2°13'56" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 632.54 FEET; THENCE SOUTH 89°02'58" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 918.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 528.30 FEET TO THE POINT OF BEGINNING.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 25-36-01-00-00254.0-0000.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13,
 2000

Jessie A. Snedden
 Witness: (Signature)
 Print Name: Terri A. Snedden
Vicki Caraccio
 Witness: (Signature)
 Print Name: Vicki Caraccio

Witness: (Signature)
 Print Name: _____

Witness: (Signature)
 Print Name: _____

By: *Stephen M. McLeod* individually and as Trustee
 By: STEPHEN M. MCLEOD, INDIVIDUALLY AND AS TRUSTEE
 27 MULVANEY STREET
 ASHEVILLE, NC 28803

Charlene R. McLeod individually and as Trustee
 By: CHARLENE R. MCLEOD, INDIVIDUALLY AND AS TRUSTEE
 27 MULVANEY STREET
 ASHEVILLE, NC 28803

State of North Carolina
 County of NC

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by STEPHEN M. MCLEOD AND CHARLENE R. MCLEOD, TRUSTEES OF THE CHARLENE R. MCLEOD LIVING TRUST DATED JULY 13, 2000 who is personally known to me or who has produced NC Drivers License identification.

Jessie A. Snedden
 NOTARY PUBLIC (Signature)
 Print Name: Terri A. Snedden
 My Commission Expires: May 06, 2009
 Stamp/Seal:

Prepared by Paula M. Randall
 Paula M. Randall
 Sunbelt Title Agency
 215 East Colonial Drive
 Orlando, FL 32801
 File Number: 771040494

Return To: Sunbelt Title Agency
 2211 Lee Road, Suite 218
 Winter Park, FL 32789



Incident to the issuance of a title insurance contract.
 warranty deed
 Rev. 12/21/03
 tp



RETURN: Clerk to the Board of

RETURN: Clerk to the Board #27

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
JOHN H. EVANS, ESQUIRE
1702 SOUTH WASHINGTON AVE
TITUSVILLE, FL. 32780

AVIGATION EASEMENT

STATE OF FLORIDA
COUNTY OF BREVARD

THIS INDENTURE, dated this _____ day of April , 2006, by and between WASIM NIAZI, hereinafter called GRANTOR and TITUSVILLE-COCOA AIRPORT AUTHORITY, hereinafter called GRANTEE.

WHEREAS, the GRANTOR is the owner of certain premises situate, lying and being in Merritt Island, Florida, as hereinafter described; and

WHEREAS, the GRANTEE, is the owner and operator of the Merritt Island Airport located in Merritt Island, Florida.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant and convey unto the GRANTEE, its successors and assigns, an easement and right-of-way for the over-flight of aircraft and helicopters in and through the airspace above the following described property located within Merritt Island, to wit:

SEE ATTACHED LEGAL DESCRIPTION DESCRIBED AS EXHIBIT "A"

The GRANTOR hereby gives and grants to the GRANTEE, its successors and assigns, and to all persons lawfully using said airport, the right and easement to use the airspace above



RETURN: Clerk to the Board #27

the GRANTOR'S property and to create noise normally associated with the routine operation of all types of aircraft including helicopters, and for aviation purposes and without liability for any necessary, convenient or operational incident, the effects thereof whether as the same presently or in the future exist, but said right or easement hereby granted is to be executed only in a manner reasonably or substantially consistent with the safe and proper flying procedures promulgated by any agency of the government of the United States or the State of Florida.

The right and easements hereby granted and conveyed, and the covenants hereby entered into, shall not be construed to deprive the GRANTOR of any claims for injury or damages against any person for negligence whereby injury or damage is caused by actual or direct physical contact, without intervening media, but shall operate and constitute a full, complete and total release, quit claim and discharge of the GRANTEE, its successors and assigns, its agents and employees, and all persons lawfully using said airport and the owners and operators of aircraft or helicopters lawfully using the airspace hereby conveyed, from all claims and demands whatever, not solely and proximately resulting from negligent actual or direct physical contact, it being the intent of the GRANTOR herein to waive its right to sue for nuisance and noise incident to the operation of the Merritt Island Airport by the GRANTEE herein.

All rights, easements, releases, benefits and estates granted hereunder shall be covenants running with the land as is hereinabove described.

In the event the GRANTEE abandons the operation of said airport, all rights herein granted shall cease and revert back to the GRANTOR, his successor or assigns.

IN WITNESS WHEREOF, said GRANTOR in pursuance to his due and legal action, has executed these presents, as of the date first above written.

RETURN: Clerk to the Board #27

WITNESSETH:

Donna WilsonDONNA WILSON

Witness Printed or Typed Name

Stephanie M. ClaytonSTEPHANIE CLAYTON

Witness Printed or Typed Name

GRANTOR

By: Wasim Niazi

As its: _____

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING instrument was acknowledged before me this 19th day of April, 2006, by Wasim Niazi, GRANTOR who is personally known to me or who has produced _____ (type of identification) as identification and who did (or did not) take an oath.



Naomi Marshall
My Commission DD250308
Expires September 16, 2007

Naomi Marshall

Notary Public, State of Florida

Printed Name: NAOMI MARSHALLMy Commission Expires: 09-16-07

This Warranty Deed

Made this 1st day of October, 2004 by
**STEPHEN M. MCLEOD, INDIVIDUALLY AND AS
 TRUSTEE AND CHARLENE R. MCLEOD, INDIVIDUALLY
 AND AS TRUSTEE OF THE CHARLENE R. MCLEOD
 LIVING TRUST, DATED JULY 13, 2000, *HUSBAND &**

hereinafter called the grantor, to
WASIM NIAZI, A MARRIED MAN
 whose post office address is:
**111 LONGWOOD AVENUE
 ROCKLEDGE, FL 32955**

CFN 2004324825 10-14-2004 10:35 am
 OR Book/Page: **5371 / 7708**

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 6
 Trust: 1.00 Rec: 11.00 Serv: 0.00
 4,375.00 Excise: 0.00
 Mtg: 0.00 nt Tax: 0.00

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in BREVARD County, Florida, viz:

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Subject to covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 25-36-01-00-00254.0-0000.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

THE CHARLENE R. MCLEOD LIVING TRUST, DATED JULY 13,
 2000

Jessie A. Snedden
 Witness: (Signature)
 Print Name: **Jessie A. Snedden**
Vicki Caraccio
 Witness: (Signature)
 Print Name: **Vicki Caraccio**

Witness: (Signature)
 Print Name:

Witness: (Signature)
 Print Name:

State of **FLORIDA**
 County of **BREVARD**

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by **STEPHEN M. MCLEOD AND CHARLENE R. MCLEOD, TRUSTEES OF THE CHARLENE R. MCLEOD LIVING TRUST DATED JULY 13, 2000** who is personally known to me or who has produced NC. Driver's License identification.

Jessie A. Snedden
 NOTARY PUBLIC (signature)
 Print Name: **Jessie A. Snedden**
 My Commission Expires: **May 06, 2009**
 Stamp/Seal:

Prepared by **Paula M Randall**
 Sunbelt Title Agency
 215 East Colonial Drive
 Orlando, FL 32801
 File Number: **771040494**

Return To: Sunbelt Title Agency
 2211 Lee Road, Suite 218
 Winter Park, FL 32789



Incident to the issuance of a title insurance contract.
 warranty deed
 Rev. 12/21/03
 tp



RETURN: Clerk to the Board #27