

Prepared by: W. Nathan Meloon, Esq.  
Address: 1990 W. New Haven Ave.  
Suite 201  
Melbourne, FL 32904

#### **BINDING DEVELOPMENT PLAN**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") and Aubri Williamson (hereinafter referred to as "Developer/Owner").

#### **RECITALS**

WHEREAS, this binding development plan was accepted by the County as part of and as a condition of the rezoning request; and

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 has REQUESTED THE ZONING CLASSIFICATION RU-2-10 AND desires to develop the Property; and

WHEREAS, as part of its plan for development of the Property, Developer/Owner wishes to mitigate negative impacts on abutting landowners and affected facilities or services; and

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

THEREFORE, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by their reference.
2. 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.

3. Developer/Owner VOLUNTARILY AGREES TO limit the property to single family, single story residential use and agrees to not use the property for resort dwellings.
4. 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 Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.
5. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.
6. 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 shall be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and shall be subject to the above referenced conditions as approved by the Board of County Commissioners on \_\_\_\_\_. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.
7. Violation of this Agreement shall constitute a violation of the zoning classification and of this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.
8. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/Owner may implement the approved use(s), unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7 above.
9. Severability clause. If any provision of this BDP is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidated in any way.

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

ATTEST:

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

Rachel Sadoff, Clerk  
(SEAL)

Thad Altman, Chair  
As approved by the Board on \_\_\_\_\_


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

WITNESSES:

Aubri Williamson as DEVELOPER/OWNER



Ariana Tellone  
1990 W. New Haven Avenue, Suite 201  
Melbourne, FL 32904

  
Address: 1201 Sparkman Street  
Melbourne, FL 32935  
Owner



Jodiene R. Dye  
1990 W. New Haven Avenue, Suite 201  
Melbourne, FL 32904

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of physical presence this 12<sup>th</sup> day of September, 2025 by Aubri Williamson, Owner of 125 Franklyn Ave Indian Lake, FL 32903 who has produced Florida Driver's License as identification.

(seal)



  
Notary Public  
My commission expires:

## EXHIBIT A

North 1/2 of the West 1/2 of Lot 7, Block F, MAP OF REPLAT OF NORTH INDIALANTIC BY  
THE SEA, according to plat thereof, as recorded in Plat Book 9, Page(s) 70, of the Public  
Records of Brevard County, Florida.

**JOINDER IN BINDING DEVELOPMENT PLAN BY MORTGAGEE CORPORATION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the authorized agent and signatory for the owner and holder of that certain Mortgage dated 07/14/2023, given by Aubri Williamson, as mortgagor, in favor of the undersigned, Freddie Mac, as mortgagee, recorded in Official Records Book 9839, Page 271, of the Public Records of Brevard County, Florida, and encumbering lands described in said Mortgage, does hereby join in the foregoing Binding Development Plan for the purpose of consenting to the change of property use and development requirements as set forth therein.

**MORTGAGEE CORPORATION NAME AND ADDRESS**

Mortgage Electronic Registration Systems, Inc.

**Mortgagee Corporation Name**

1001 Woodward Ave Detroit MI 48226  
Street City State Zip Code

Heather DeFrank Heather DeFrank, Assistant Secretary of MERS  
\*Authorized Agent Signature Authorized Agent Printed Name and Title

\*Note: All others besides CEO or President require attachment of original corporate resolution of authorization to sign documents of this type.

**AFFIX CORPORATE SEAL**

**WITNESSES**

Erika Zolna  
Signature

Erika Zolna  
Print Name

Mallory A. Conner  
Signature

Mallory A. Conner  
Print Name

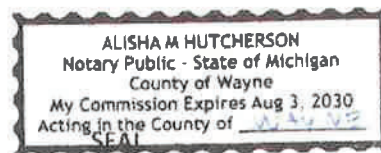
STATE OF MICHIGAN

COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2022,  
by Heather DeGroot, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

[Signature]  
Notary Public Signature

ALISHA M HUTCHERSON  
Name Printed





**DATE: Wednesday, November 5, 2025**

**TO: Rocket Mortgage, LLC, Org ID 1000390**

**ATTN: Christopher Kawa, George Popofski**

**RE: MERS Corporate Resolution Appointing MERS Signing Officers**

Dear Sir or Madam:

Enclosed is a Corporate Resolution of Mortgage Electronic Registration Systems, Inc. ("MERS"), which appoints MERS Signing Officers for your organization. The list attached to this MERS Corporate Resolution is the official list of MERS Signing Officers who have been appointed by MERS, and this MERS Corporate Resolution and attached list supersedes and replaces any previous MERS Corporate Resolution that appointed MERS Signing Officers for your organization. You are responsible for reviewing the list to make sure that it is accurate.

If you have any questions, please send an email to [merssigningofficer@mersinc.org](mailto:merssigningofficer@mersinc.org).

**CORPORATE RESOLUTION OF**  
**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

NOW, THEREFORE, BE IT RESOLVED, that the individuals (the "Signing Officers") set forth on the attached list of candidates, as amended from time to time by Mortgage Electronic Registration Systems, Inc. ("MERS") at the request of **Rocket Mortgage, LLC, Org ID 1000390** (the "Member"), are officers of the Member, which is a member of the MERS® System, and that each such individual be, and he or she, as the case may be, hereby is, appointed as an assistant secretary, assistant vice president, and vice president of MERS; and be it further

RESOLVED, that this MERS Corporate Resolution supersedes and replaces any and all previous MERS Corporate Resolutions that appointed Signing Officers for the Member; and be it further

RESOLVED, that all Signing Officers shall be bound to abide by and follow the MERS® System Rules of Membership (the "Rules"); and be it further

RESOLVED, that the authority granted to such Signing Officers as assistant secretary, assistant vice president, and vice president of MERS shall be specifically limited to undertaking only the actions set forth below on behalf of MERS, provided such actions are otherwise taken in accordance with the requirements of applicable laws, rules, and regulations, and further that any action taken by a Signing Officer that is not specifically enumerated below is beyond the scope of the authority granted to such Signing Officer and is ultra vires; and be it further

RESOLVED, that each of the Signing Officers be, and hereby is, authorized to perform only the following on behalf of and in the name of MERS:

- (1) take any and all actions and execute all documents necessary to release the lien of any mortgage loan registered on the MERS® System that is shown to be registered to the Member or its Affiliate Org ID, including but not limited to (a) satisfactions, (b) discharges, (c) partial releases, and (d) substitution of trustee on Deeds of Trust;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS® System, is shown to be registered to the Member or its Affiliate Org ID;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS® System that is shown to be registered to the Member or its Affiliate Org ID, so long as such execution does not violate the Rules, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, and (g) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS® System that is shown to be registered to the Member or its Affiliate Org ID, so long as such execution does not violate the Rules, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and



applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;

(5) take any and all actions and execute all documents necessary to refinance, subordinate, amend or modify any mortgage loan registered on the MERS® System that is shown to be registered to the Member or its Affiliate Org ID;

(6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS® System that is shown to be registered to the Member or its Affiliate Org ID;

(7) take any such actions and execute such documents as may be necessary to fulfill the Member's (i) servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS® System as a result of a deactivation), including, but not limited to, (a) verifying litigation documents, and (b) responding to various forms of discovery requests, and (ii) indemnification obligations under the Rules; and

(8) take such ministerial actions and, in such ministerial capacity, to execute and deliver all such instruments and documents as the officer(s) of MERS deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing powers.

I, **Paul Russell Van Fleet**, being the **Associate Secretary** of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by me pursuant to authority granted by the Board of Directors of MERS, and that it is effective as of **Wednesday, November 5, 2025**. This MERS Corporate Resolution is in full force and effect on this date and it does not conflict with the Certificate of Incorporation or By-Laws of MERS.

  
Paul Russell Van Fleet, Associate Secretary



**Rocket Mortgage, LLC**

**Org ID 1000390**

**Master List effective as of Wednesday, November 5, 2025**

**Mortgage Electronic Registration Systems, Inc.**

**Signing Officers**

ALI AHMAD

ANDREW EDWIN CURD

ANTHONY M DUNN

ASHLEY COLLEEN GRAY

BRENNALYNNE LEBRON

CHESHANA DIANE THOMAS

DANIEL MICHAEL MARSHALL

DONNELLA RESHAYE SMITH

HANNAH THEREASE WLOCH

HEATHER SUZANNE MCPHERSON

HEATHER KATHLEEN DEFRANK

HELENA CRYSTINA MAYFIELD

ILENA RASHAUN BEATHEA

JACOB BLAINE AKERS

JAMILAH FAIRCLOUGH

JESSICA LEE TOMLINSON

KASSANDRA SUZANNE ORBAN

KASSONDRA ANN ALDRICH

KRISTIN LEIGH WYKOWSKI

KYLE JOSEPH YAMIN

**Rocket Mortgage, LLC**

**Org ID 1000390**

**Master List effective as of Wednesday, November 5, 2025**

**Mortgage Electronic Registration Systems, Inc.**

**Signing Officers**

LAURA ANN MILLER

LINDSEY ELIZABETH PERRY

MALLORY ANN COONCE

MCKENZIE ELISABETH PALCHAK

MEHGAN MICHELLE FROSTIC

MICHELE LEE

ONIMISI MELEAH RIHACEK

ROBERT DENNIS IMPEMBA

SARAH ASHLEY RAMIREZ

SCOTT L JOHNSON

SCOTT EDWARD EVELY

STACEY ANN CHARBONEAU

STEPHANIE PATTERSON ORRICO

TANEISHA MONIQUE STINSON