

**This Instrument Prepared by  
and Record and Return to:**  
John L. Soileau, Esq.  
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3490 North US Highway 1  
Cocoa, Florida 32926  
Our File No.: 1247.94-6294

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# Pgs. 13

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM OF  
ISLAND VILLAGE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 718.112(1), Florida Statutes, and the provisions of the Declaration of ISLAND VILLAGE CONDOMINIUM, recorded in Official Records Book 1574, Page 220, Public Records of Brevard County, Florida, as thereafter amended, and pursuant to the approval of the Association, the Declaration is amended as follows:

1. **The Index of the Declaration shall be amended to provide as follows:**

**DECLARATION OF CONDOMINIUM  
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**2. The first paragraph of the Declaration shall be amended to provide as follows:**

**A Corporation not for profit under the laws of the State of Florida.** Island Village Condominium Association incorporated under the Laws of the State of Florida, does hereby make, declare and establish this Declaration of Condominium for the following seven (7) parcels of land herein described on Exhibits "A", "B-1" "B-3" and "B-4"; and C, which include the legal description of the whole development and the seven (7) parcels of land and their legal description which have been constructed on these six (6) parcels; and the seventh parcel which contains the concrete block house; and all the common elements pertinent thereto. The seven (7) parcels of land and the constructions thereon when placed together, form the entire parcel, with the legal description thereof. Each Private Dwelling is identified by the approximate dimensions and is identified by specific numerical designation, and no Private Dwelling bears the same designation as any other Private Dwelling:

**3. Article I(C) shall be added to the Declaration as follows:**

C. All structural additions or improvements to an individual apartment unit which have been installed on, or attached to, common property elements (which are defined either specifically or by exclusion in Paragraphs "A" and "B" above), and which have been paid for with other than Association funds, shall be maintained in a state of good repair at the expense of the unit owner who derives the benefits therefrom. This will include, but not be limited to, patio screens, shades, hanging baskets, patio furniture, entrance screen doors, carpets, etc. Whenever, in the judgment of the Executive Board, these appurtenances attain a state of disrepair such as to present an unsightly appearance, and the unit owner either fails or refuses to clean, repair or rehabilitate to an acceptable level within a reasonable time after notification by the Executive Board, the Board may take appropriate steps to expend monies to correct the discrepancies at the unit owner's expense. Failure on the part of the unit owner to reimburse the Association for these expenditures will incur action against the unit owner as provided for in Article XVI of this declaration.

**4. Article II(B) shall be added to the Declaration as follows:**

B. A unit owner is entitled to the exclusive possession of his unit, subject to the provisions of Article VI, Section F of this Declaration. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.

**5. Article III(C) shall be added to the Declaration as follows:**

C. Maximum occupancy per unit is as follows:

<u>One Bedroom</u>	<u>Two (2) persons</u>
<u>Two Bedroom</u>	<u>Four (4) persons</u>
<u>Three Bedroom</u>	<u>Six (6) persons</u>

**6. Article V(B) of the Declaration shall be amended to provide as follows:**

**B. Apportionment of Expense:**

~~The Association has been designated as the entity to administer and operate all of the Island Village Complex and shall maintain a Common Budget for the entire Complex administered by it. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense or income are attributable to separate buildings and which are to be apportioned to the entire complex. In all events the Association's determination shall be conclusive and binding and all costs and expenses attributed to the entire Complex shall constitute Common Expenses. Cost and expenses attributable to, or to be shared by more than one of the Condominiums administered by the Corporation, such as, but not limited to, the maintenance of recreational areas, the cost of maintaining facilities or services shared by more than one Condominium, and~~

~~the cost of labor or services are being provided to more than one Condominium, shall be equitably apportioned by the Executive Board.~~

1. All assessments levied against Unit Owners of their Private Dwelling shall be uniform and unless specifically otherwise provided for in the Declaration of Condominium, as revised, the assessments made by the Association shall be in the same ratio as set forth in attached Exhibit "C" to the Declaration those established in the brochures when the first Private Units were sold in 1973.

~~If an assessment is for additions or alterations to protect persons and their personal property from theft or vandalism, and assessments shall be levied in equal amounts against the Unit Owners of all apartments, whether one (1), two (2) or three (3) bedroom units.~~

2. The record owners of each unit shall be personally liable, jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest from the due date at the highest rate provided by law until paid. The Board of Administration is authorized to impose a late charge not to exceed Twenty-five and 00/100 Dollars (\$25.00) on payments not paid within ten (10) days after the due date. Unless otherwise provided by the Board, the due date of the monthly assessment shall be the first day of the month.

**7. Article VI(A) of the Declaration shall be amended to provide as follows:**

**A. This Declaration does not permit time share estates in any apartment unit of the condominium:**

1. Each Apartment Unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, tenants, guests or invitees.

2. No apartment unit owner or owners shall permit use of the same for transient hotel or any other commercial purposes.

3. With prior ~~Pursuant to~~ approval by the Executive Board, an apartment may be rented for a minimum period of three (3) months, however, no room may be rented and no transient tenants may be accommodated.

**8. Article VI(B) of the Declaration shall be amended to provide as follows:**

**B. All units within the condominium are designated as units reserved for Housing for Older Persons, within the meaning of 42 U5C 3607 (b) (2) (C) and are intended for occupancy by at least one person who is fifty-five (55) years of age or older. The Board shall adopt rules which demonstrate and effectuate this intent, and occupancy shall be verified by census. All residents and all prospective residents, shall promptly provide age documentation to the Association from time to time as required to demonstrate continuing eligibility as Housing for Older Persons under the Fair Housing Act. No unit may be resided in by any party, or leased, or subleased to any party, unless at least one of the occupants is 55 years of age or older. So long as the condominium qualifies as Housing for Older Persons, no occupants may reside in any unit unless they are eighteen (18) years of age or older. After adoption of this revised Declaration of Condominium, no apartment may be sold, rented, sublet or leased to anyone with children under the age of fourteen (14).**

**9. Article VI(J) shall be added to the Declaration as follows:**

**J. No unit owner, resident, tenant or guest shall allow an animal to be brought, kept or maintained in any unit or on the common elements, except for cats, small birds, or aquatic fish. "Small birds" shall exclude parrots, macaws and the like, and no bird shall be allowed to be a nuisance or annoyance to other residents. No more than two (2) cats may be kept or maintained in a unit, and all cats must be kept inside the unit at all times. Dogs are prohibited, except for those dogs living in a unit prior to the effective date hereof. Said existing dogs may not be replaced, and no animal may be walked on condominium property. If a pet owned by a unit owner, resident, tenant or guest leaves droppings while traversing condominium property, said droppings must be picked up and disposed of by that person at once. Animals traversing condominium property must be under the control of the owner at all times. The Board of Directors must be notified, in advance of residency, of all pets living in a unit.**

**10. Article VII(A) of the Declaration shall be amended to provide as follows:**

**A. No owner or Owners of a Private Unit shall make any structural modifications or alterations to the Apartment without first obtaining written consent of the Executive Board. Should a majority of the Executive Board determine that such modifications or alterations would adversely affect or in any manner endanger the building in part or as a whole, then consent may be withheld. Further, no owner or owners shall cause any improvements or changes on or to the exterior of the apartment building, including painting or other decoration, the installation of awnings, shutters, (excluding hurricane shutters) electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building are prohibited. Further, no owner or owners shall in any way change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment, without the written consent of the Association Executive Board. Residents may have blinds/shades of their own choosing provided they are of one of the neutral colors (beige, tan, cream or natural tones) with no gaudy designs. Blinds/shades must be kept neat and in good repair. Installation of ceramic tile**

or wood laminate/parquet to the floor of an upstairs unit must be placed over a soundproof barrier designed for the purpose.

**11. Article VIII(A) of the Declaration shall be amended to provide as follows:**

~~A:~~ Whenever in the ~~judgement~~ judgment of the Executive Board the Condominium Property shall require alterations or improvements to the Common Property, which do not prejudice the rights of the owner or owners of any apartment unit the use and enjoyment of his apartment, and the making of such additions, alterations or improvements have been approved by a majority of the apartment owners, the Executive Board will proceed with such additions, alterations or improvements and the cost of such shall be assessed as common expenses and collected from all of the owners of apartment units according to the provisions of Article V, Section B. However, where an alteration or improvement is exclusively or substantially exclusively for the benefit of owner or owners of a private unit requesting same, then the cost of such alterations or improvements shall be assessed against and collected solely from the apartment units benefitted. The assessment to be levied in such proportion as may be determined by the Executive Board of the Association.

**12. Article IX(A) of the Declaration shall be amended to provide as follows:**

A. Every owner must perform promptly all maintenance and repair work within his apartment unit which, if omitted, would affect the building or the complex in its entirety or in a part belonging to other Unit Owners, said owner being expressly responsible for the damages and liability which his failure to do so may engender, unless covered by insurance. The floor of the patios and balconies, shall be maintained by the owner or owners of such apartments at his own expense. However, in the event of ~~an~~ unusual repair costs requiring structural repairs ~~and~~ not covered by insurance, the cost shall become a common expense, except when directly caused by the Unit owner, his tenant or invitees. Although window, sliding glass doors, plate glass installation and screening are part of the Common Property, ordinary maintenance thereon and thereof, shall be performed by each Unit Owner at his own cost and expense. Replacement of all such installation; due to obsolescence, deterioration or breakage. Shall also be performed by each Unit owner at his own cost and expense.

**13. Article IX(B) of the Declaration shall be amended to provide as follows:**

B. Each Unit owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his apartment although such equipment not be located in his apartment; and of any and all wall, ceiling and floor surfaces, painting, decoration and furnishing and all other accessories which such owner may desire to place therein. All air conditioning evaporator units installed MUST be equipped with a float in the drip pan which will automatically shut the AC unit down when the drip pan is full. All compressors installed on the roof MUST be in compliance with any hurricane codes. All water heaters must be replaced

after 10 years and include the necessary pans as per code. Any air conditioning system and/or water heater that is not in compliance, will be the owner's responsibility for any and all expenses arising from damage incurred.

~~E. In the event owner or owners fail to maintain their apartment unit as herein required or make any structural additions or alterations without the required written consent of the Executive Board shall be out of compliance and subject to enforcement proceedings at law and in equity. the Association or an owner with an interest in any unit shall have the right to proceed in a Court of Equity to seek compliance with the provisions hereof.~~

**14. Article IX(C) of the Declaration shall be amended to provide as follows:**

C. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Property, except as otherwise specifically stated, including those portions thereof which contribute to the support of the buildings, including all conduits, ducts, plumbing, wiring, and other facilities located on the Common Property. Should any incidental damage be caused to any apartment unit by virtue of any work which may be done or caused to be done by the Association, in the maintenance, repair or replacement of the Common Property, the Association shall, at its expense, repair such incidental damage, unless covered by insurance. If the owner, their guest(s) and/or vendor(s) cause damage to the common pipes, electrical, fencing, asphalt, ducts, etc or any common property they shall be held responsible for any and all costs to repair or replace the affected item(s).

**15. Article IX(D) of the Declaration shall be amended to provide as follows:**

D. The Executive Board of the Association may enter into a contract with any firm, person or corporation for the maintenance and repairs of the Condominium Complex Property, and shall determine the exterior color scheme of all buildings and shall be responsible for maintenance thereof and no No owner shall paint an exterior wall, door, window trim, patio or any exterior surface, et cetera, at any time, with exception of the floor and walls of a patio or balcony or entrance door. Which, however, shall be painted in accordance with the color scheme approved by the Executive Board.

**16. Article IX(E) of the Declaration shall be amended to provide as follows:**

E. All owners must provide the Association with a key and/or code to be used for maintenance and/or emergency situations.

**17. Article XIV of the Declaration shall be amended to provide as follows:**

ARTICLE XIV  
COMMON SURPLUS

Common Surplus, meaning all funds and other assets of the Association, including excess of receipts of the Association; and including, but not limited to Assessments, rents, profits and revenues from whatever source whatsoever, over the amount of the Common Expenses, shall be owned by all Unit owners in the same proportion as that specified in Article V, Section B, of this Declaration, provided however, that said Common Surplus shall be held in the care, control and custody of the Association and applied to the Reserve Account. ~~Except for termination of the Condominium Complex, and any distribution of Common Surplus which may be made from time to time, the distribution shall be made to the then owners of apartments in accordance with their percentage interest in Common Surplus as declared herein.~~

18. Article XVI of the Declaration shall be amended to provide as follows:

ARTICLE XVI  
REMEDIES FOR VIOLATIONS  
AMENDMENTS

~~Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:~~

~~A. — Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.~~

~~B. — Resolution: A resolution for the adoption of a proposed amendment may be proposed either by the Executive Board of the Association or by any member of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by sixty-six and two thirds (66.2/3%) percent of the Unit owners voting either by their presence or by their signed proxy.~~

~~C. Proviso: Provided however, that no amendment will discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent, and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owners share of the common expenses, unless the record owners of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment.~~

For violation or breach of any provisions of this Declaration the Association and the members thereof, or any institutional first mortgagee, or any of them, severally, shall have the right to



proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. The prevailing party in any such litigation shall collect all costs and attorneys' fees from the defaulting party. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the complex any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided however, the Association shall then make the necessary repairs or improvements where such violation occurred, so that the property shall be in the same condition as it was before the violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. THE FAILURE TO PROMPTLY ENFORCE ANY OF THE PROVISIONS OF THIS DECLARATION SHALL NOT BAR THEIR SUBSEQUENT ENFORCEMENT.

19. Article XVII(A) of the Declaration shall be amended to provide as follows:

ARTICLE XVII  
REMEDIES FOR VIOLATIONS  
RIGHT OF FIRST REFUSAL  
RESTRICTIONS AS TO LEASING, RENTAL AND SALE

~~For violation or breach of any provisions of this Declaration by a person claiming by, or by virtue of any judicial proceedings, the Association and the members thereof, or any institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. The prevailing party in any such litigation shall collect all costs and attorneys fees from the defaulting party. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the complex any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided however, the Association shall then make the necessary repairs or improvements where such violation occurred, so that the property shall be in the same condition as it was before the violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.~~

A. With the exception of transfers of ownership of any apartment by one spouse to another, or to relatives of the same, the Association is hereby granted the right of first refusal to lease, rent, sub-let, or purchase such apartment. The proposed transaction (i.e.) sale, lease etc. must be submitted to the Association in writing. The Association's Executive Board's acceptance or rejection must also be in writing and sent certified mail, hand delivered or emailed to the owner or to his legal representative within fourteen (14) days from the date of receipt of the bona fide offer. If the Association does not exercise its

option during this time, the owner is then free to proceed with the proposed transaction (sell, rent, lease, sub-lease etc.) with the understanding that the terms stipulated in these offers must be the same as the terms presented for refusal by the Association, without change.

**20. Article XVII(B) of the Declaration shall be amended to provide as follows:**

**B. The Association, shall have the power, unless prohibited by the Declaration of Condominium, Articles of Incorporation or By-Laws of the Association, to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.**

**21. Article XVII(C) of the Declaration shall be added to provide as follows:**

**C. Any purported lease, sale, rental or sub-letting of an apartment where the owner has failed to comply with the foregoing requirements shall be voidable at the election of the Association, provided however, that such voidability shall exist for a period no longer than ninety (90) days from the consummation of the transaction. Such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and further provided that the Association commences an action within such ninety (90) day period to have the same declared void.**

**22. Article XVII(D) of the Declaration shall be added to provide as follows:**

**D. No unit owner shall lease or otherwise rent any unit except by a written lease and an executed copy of each lease covering the rental of any unit shall be provided to the Association -not less than ten (10) days prior to occupancy. Any owner/representative failing to comply with this procedure will be charged a fine as provided by law.**

**23. Article XVIII of the Declaration shall be amended to provide as follows:**

**ARTICLE XVIII-  
RIGHT OF FIRST REFUSAL  
AMENDMENTS**

~~A. With the exception of transfers of ownership of any apartment by one spouse to another, or to children or parents, or to the transfer by testate or intestate succession, should the owner of any apartment desirous of renting, leasing sub-letting or selling such apartment, the Association is hereby granted the right of first refusal to lease, rent, sub-let, or purchase such apartment. Whenever the owner of any apartment has received a bona fide offer to lease, rent, sub-let, or purchase his apartment, such offer being defined in writing and accompanied by earnest money, he shall notify the Executive Board of the Association in writing by certified mail or hand deliver to an officer of the Association of his desire to accept such offer. This shall state~~

~~the name of the purchaser, address, business or place of employment, if any, with a copy of the offer enclosed. The Association then has the option to meet the same terms and conditions of said bona fide offer, and shall notify the owner of the Association's desire in writing by certified mail or hand deliver within fourteen (14) days from the date of the receipt of the bona fide offer. The Association must then consummate a contract to lease, rent, sub-let or purchase on the same terms and conditions as those contained in the bona fide offer. If the Association does not exercise its option within the fourteen (14) day period, then the owner is free to proceed with the lease, rental, sub-letting or sale, but such sale, lease, rental or sub-letting must be in accordance with the terms as stipulated in the offer as presented to the Association. If there is any change whatsoever, then the first offer as given to the Association is null and void and the offer must again be made to the Association with the same procedure as stated above, giving the Association the right of first refusal.~~

~~B. The Association, whether or not incorporated, shall have the power, unless prohibited by the Declaration of Condominium, Articles of Incorporation or By-Laws of the Association, to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same:~~

~~C. Any purported lease, sale, rental or sub-letting of an apartment where the owner has failed to comply with the foregoing requirements shall be voidable at the election of the Executive Board of the Association, provided however, that such voidability shall exist for a period no longer than ninety (90) days from the consummation of the transaction. Such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and further provided that the Association commences an action within such ninety (90) day period to have the same declared void:~~

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed by any member of the Association, or by the Board. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Association at or prior to the meeting. The Declaration may be amended as to all matters except those described below if the amendment is approved by the owners of not less than two-thirds of the units (62 units).

C. Unless otherwise provided in the Declaration as originally recorded, no amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which

the owner of the parcel shares unless the record owners of the unit concerned and all record owners of liens on such unit shall join in the execution of the amendment; and unless all the record owners of all other units approve the amendment.

24. Article XVIII(D) shall be added to the Declaration as follows:

D. Unless otherwise provided in the Declaration as originally recorded, no amendment to the Declaration may permit time-share estates to be created in any unit of the condominium, unless the record owner of each unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment.

25. Article XVIII(E) shall be added to the Declaration as follows:

E. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the common elements or sharing of the common expenses shall be conducted by limited proxy.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its name and by its President this 13<sup>th</sup> day of November, 2018, for purposes of recording in the Brevard County Public Records as required by the Florida Condominium Act.

**CERTIFICATE OF ASSOCIATION**

The undersigned officer of ISLAND VILLAGE CONDOMINIUM ASSOCIATION, INC. hereby certifies that the foregoing Amendment to the Declaration of Condominium was adopted by the Association.

**ISLAND VILLAGE CONDOMINIUM ASSOCIATION, INC.**

WITNESSES:

X Mary E. Louis  
Print Name: MARY E. LOUIS

By: James Thomas  
James Thomas, President

X Roseann Simcox  
Print Name: ROSEANN SIMCOX

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of NOVEMBER, 2018, by James Thomas, as president of ISLAND VILLAGE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who is personally known

to me or produced \_\_\_\_\_ as identification  
and did not take an oath.

Notary Public

*Kathleen N. Watts*  
Name: KATHLEEN N. WATTS

State of Florida at Large (SEAL)

My Commission Expires:



