

DECLARATION OF CONDOMINIUM

of

BRIGHTON PLACE CONDOMINIUMS

MONTE CRISTO OF TALLAHASSEE, INC., a Florida Corporation, herein referred to as "developer", for themselves, their successors, grantees, and assigns, do hereby, on this 11th of November, 2004, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property, together with all buildings, units, and improvements thereon, hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act", as follows:

ARTICLE I

NAME & LEGAL DESCRIPTION

§ 1.1. NAME. The name of this condominium is to be Brighton Place Condominiums, hereinafter referred to as the "condominium."

§ 1.2. LEGAL DESCRIPTION. The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

§ 1.3. PHASE CONDOMINIUM. The Developer plans to develop the condominium in FOUR (4) PHASES pursuant to Section 718.403, Florida Statutes; Rule 61B-17.003, Florida Administrative Code; and all other pertinent provisions of Chapter 718, Florida Statutes ("Condominium Act") and Chapters 61B-15 through 61B-25 ("Condominium Administrative Rules") of the Florida Administrative Code. The FOUR (4) PHASES will be identified as PHASE 1, PHASE 2, PHASE 3, AND PHASE 4.

§ 1.4. FUTURE PHASES AND ADDITIONAL PROPERTY. The Developer, or the Developer's successors or assigns, shall have the sole right, without approval of any unit owners or any other party, to bring within the scheme of this declaration, the additional property described above in EXHIBIT "A" which is "Less and Except" from the PHASE 1 legal description. The future phases and additional property are identified as PHASE 2, PHASE 3, AND PHASE 4.

The number of units in each phase are as follows:

PHASE 1 = 57 UNITS

PHASE 2 = 46 UNITS

PHASE 3 = 60 UNITS

PHASE 4 = 46 UNITS

The general size of each unit is 1,500 livable square feet. This is an approximate, and actual square footage may vary according to the approved floor plans and generally accepted construction industry standards and practices.

§ 1.5. OPTION TO DEVELOP FUTURE PHASES. The Developer, or the Developer's successors or assigns, shall have the sole option and right, without approval of any unit owners, to bring the future phases within the scheme of this declaration, but the Developer shall in no way have the obligation to bring the property described as future phases within the scheme of this declaration. Developer may add the additional phases within the condominium plan at any time within SEVEN (7) YEARS from the date this Declaration has been recorded. The annexation of additional phases may be accomplished without joinder or consent of any party, including, but not limited to the Association, its members, the owners or occupants of the Condominium Property, any mortgage or lien holder, or anyone else; provided, however, that the consent and joinder of all record title holders of the additional future phases would be required to have clear title.

If an interest in the real property included in a future additional phase is owned, in whole or part, by any party other than the Developer, then the record titleholder shall have all rights of the Developer to add (annex) such phases pursuant to any assignment, transfer, or agreement executed by the Developer to the record titleholder; provided that such owner, as successor to the Developer, has

fully complied with Chapter 718, Florida Statutes, and all condominium regulations promulgated by the Division.

The Developer shall notify owners of existing units of the decision not to add one or more additional phases. Notice shall be by first-class mail addressed to each owner at the address of his or her unit or at his or her last known address.

§ 1.6. PROCEDURE FOR FUTURE DEVELOPMENT. The Developer, or the Developer's successors and assigns, may add the additional phases by complying with the filing requirements of Rule 61B-17.003, Florida Administrative Code; and all other pertinent provision of Chapter 718, Florida Statutes ("Condominium Act") and Chapters 61B-15 through 61B-25 ("Condominium Administrative Rules") of the Florida Administrative Code.

§ 1.7. ADJUSTMENT FOR ADDITIONAL PROPERTY. If additional property is added, the voting rights, assessment obligations, common expenses, common surplus, percentage of ownership in the common elements, and the like shall be adjusted according to the same schedule set out in the *Percentage Interests in the Common Elements*, which is attached to this declaration as Exhibit "D". If one or more phases are not built, the units which are built are entitled to full (100%) rights and ownership of these items.

§ 1.8. TIMESHARE ESTATES. Timeshare estates will not be created by the Developer in any phase.

§ 1.9. RECREATIONAL FACILITEIS. The recreational facilities of the condominium include the following: (a) pool; and (b) pool bathrooms. All of these facilities are included in PHASE 1, and therefore the facilities would not be impacted by the Developer's decision to not add or build any future phases. No additional recreational facilities will be developed. The Developer is not committed to furnish any items of personal property for the recreational facilities, and the developer does not intend to expend any funds for the purchase of personal property for recreational facilities.

ARTICLE II
INCORPORATION OF CONDOMINIUM ACT AND DEFINITIONS

All terms and provisions of the Condominium Act, Chapter 718, which are not inconsistent with the terms of this declaration, are incorporated herein. If any terms and provisions of this declaration are inconsistent with the Condominium Act, such inconsistency shall not affect the validity of this declaration, rather, the applicable terms and provisions will be deemed to be replaced by those required by the Condominium Act.

The terms used in the condominium documents shall have the meanings stated in the Condominium Act, or as stated below, unless the context requires otherwise. Capitalization, or lack thereof, throughout this declaration, shall not change the meanings of the words defined below.

- § 2.1. "Association" means Brighton Place Condominiums Association, Inc., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium. Each unit owner is a member, and has voting rights, in the association, as specifically provided in the Bylaws that are attached hereto as Exhibit "C".
- § 2.2. "Common Elements" means the portions of the condominium property not included within any units, and further defined in Article VII hereof.
- § 2.3. "Common Expenses" shall include:
- (a) Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.
 - (b) Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, including, but not limited to, all stormwater drainage and retention areas, recreational facilities, driveways, sidewalks; as well as all other costs and expenses property incurred by the Association.
 - (c) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.
 - (d) Any valid charge against the Condominium Property as a whole.

- (e) All costs and expenses incurred by the Association in connection with regulatory compliance.
- (f) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.
- (g) Casualty and/or liability insurance on the Condominium Property and fidelity bonds;
- (h) Utility Services for the Condominium Property not attributable to individual Units;
- (i) Taxes on Association Property; Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.
- (e) Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

§ 2.4. "Condominium" shall mean and refer to Brighton Place Condominiums.

§ 2.5. "Condominium Act" or "Chapter 718" shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

§ 2.6. "Declaration" shall mean this Declaration of Condominium of Brighton Place Condominiums, and all subsequent amendments.

§ 2.7. "Developer" shall mean MONTE CRISTO OF TALLAHASSEE, INC., its successors and assigns. No party other than MONTE CRISTO OF TALLAHASSEE, INC., shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Leon County, Florida, a written assignment from MONTE CRISTO OF TALLAHASSEE, INC., of all or a portion of such rights and privileges.

§ 2.8. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units.

§ 2.9. "Utility Services" shall include, but not be limited to, electric power, cable television, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

ARTICLE III
EXHIBITS

The Exhibits referred to in this Declaration shall include the following:

§ 3.1. **Exhibit "A"**. A legal description, survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof that, together with this Declaration, are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions.

§ 3.2. **Exhibit "B"**. The Articles of Incorporation of the Association.

§ 3.3. **Exhibit "C"**. The Bylaws of the Association.

§ 3.4. **Exhibit "D"**. Percentage Interest in the Common Elements.

§ 3.5. **Exhibit "E"**. The Condominium Rules and Regulations.

**ARTICLE IV
EASEMENTS**

The following easements are hereby expressly reserved or have been granted:

§ 4.1. GENERAL EASEMENTS. Nonexclusive easements over, across and under the condominium property are expressly provided for and reserved in favor of the developer and the owners and their respective lessees, guests and invitees as follows:

- (a) **Utilities.** Easements are reserved over, across and under the condominium property as may be required for utility service in order to serve the condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the condominium property. Specific utility easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".
- (b) **Encroachments.** In the event that any unit shall encroach upon any of the common elements or upon any other unit, or in the event any common element shall encroach upon any unit, than an easement shall exist to permit such encroachment so long as the same shall exist.
- (c) **Traffic.** An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, and other portions of the common elements as may be from time to time intended and designated for such purpose and use. An easement shall exist for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the owners within the condominium and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the condominium

property, except to the extent that space may be specifically designated and assigned for parking purposes. Furthermore, easements shall exist for ingress and egress over such streets, walks, and other rights-of-way serving the units as shall be necessary to provide for reasonable access to the public rights-of-way.

§ 4.2. ASSOCIATION EASEMENTS. Except as limited by Section 718.111(10), Florida Statutes, the association may grant easements from time to time over the common elements. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

§ 4.3. DEVELOPER EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer hereby reserves the following exclusive easements and rights to grant easements:

- (a) **Marketing, Sales, and Rental.** The developer reserves exclusive easement rights over and across the condominium property for the purposes of marketing, sales, and rental of units, and other accommodations owned or operated by the developer or one of its affiliates on adjoining properties which are not part of the condominium.
- (b) **Government Requirements.** The developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the developer holds any interest in any unit subject to this declaration.
- (c) **Developer Easements.** The developer reserves unto itself, for so long as it holds any interest in any unit (including leaseholds), specific easement rights over and across the condominium property as it may deem necessary for its use from time to time.
- (d) **Construction Easements.** The developer, on behalf of itself and its affiliates, hereby reserves easement rights over, under, and across the condominium property as is necessary from time to time for the purpose of constructing improvements on property adjacent to an in the vicinity of the condominium property, but only if access thereto is otherwise not reasonably available.

§ 4.4. EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer, for itself, its successors and assigns, hereby reserves a perpetual nonexclusive

easement over, under, across, and through all of those portions of the condominium property, association property, and the common elements which are used as driveways, entry roads, parking areas, or for pedestrian or vehicular traffic, ingress and egress or loading, or otherwise generally intended for ingress and egress to and from a publicly dedicated right-of-way. The intent of this easement is to afford access, ingress and egress to the nearest publicly dedicated right-of-way and the non-exclusive right to share parking with the condominium property, regardless of whether such rights are ever otherwise declared for condominium use or made a part of the condominium in any other separate document recorded in the public records. Developer further reserves for itself, its successors and assigns, a perpetual nonexclusive easement over the condominium and common elements, necessary to provide utility services, including the right to drain storm water into any retention or detention ponds located upon the common elements, to utilize any storm water management facilities and structures, and to tap into and connect with any water, sanitary sewer, or other utility lines located within the condominium and common elements, including the right to tap into and connect with any sanitary sewer lift station located thereon. These easements shall run with the land and be binding upon the condominium and common elements.

§ 4.5. OTHER EASEMENTS. Other easements, if any, may have been granted over the condominium property as set forth in the survey contained in Exhibit "A" attached hereto. The Developer reserves the right to execute all necessary easement documents, without joinder of other unit owners, to create, procure, or otherwise effectuate the easements intended and/or necessitated by the development plan.

<p>ARTICLE V UNITS</p>
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§ 5.1. DESCRIPTION OF UNITS. Each Unit shall include that part of a building containing the Unit that lies within the boundaries of the Unit, as particularly shown on the plot plan, floor plans, and any other applicable exhibits defining the boundaries. The boundaries are otherwise generally defined as follows:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:
 - (1) **Upper Boundaries.** The plane of the lowest surface of the unfinished ceiling and the plane of the lowest surface of the unfinished entry ceiling.

(2) **Lower Boundaries.** The plane of the lowest surface of the top of the unfinished floor slab and the plane of the surface of the top of the unfinished entry floor slab.

(3) **Entry Elevations.** Entry floor slab elevations at innermost unfinished surface of the exterior wall thereof are equal to the Unit floor slab elevation.

(b) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) **Exterior Building Walls.** The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.

(2) **Interior Building Walls.** The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimeter boundaries.

§ 5.2. LIMITED COMMON ELEMENTS. Limited Common Elements shall be comprised of any balcony, patio, and/or porch/stoop appurtenant to any Unit.

**ARTICLE VI
WARRANTY**

EXCEPT FOR THOSE WARRANTIES REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE OWNERS AND THE ASSOCIATION ACCEPT THE DEVELOPER'S DISCLAIMER AND ASSUME ALL RISK AND LIABILITY RESULTING FROM THE PURCHASE AND USE OF THIS PROPERTY.

ARTICLE VII
APPURTENANCES

§ 7.1. APPURTENANT INTERESTS. Each Unit shall have as an appurtenance thereto an equal undivided share of the Common Elements and Common Surplus as more specifically described on Exhibit "D" attached hereto and by this reference incorporated herein.

§ 7.2. FRACTIONAL LIABILITY FOR COMMON EXPENSES. The percentage or fractional shares of liability for common expenses is the same as the undivided shares of ownership of the common elements and common surplus appurtenant to each unit as provided in Exhibit "D" attached hereto.

§ 7.3. PARTITION OF COMMON ELEMENTS. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

§ 7.4. MAINTENANCE OF COMMON ELEMENTS. The Association is responsible for the maintenance of the Common Elements. This includes, but is not limited to, maintenance of the roadways within the Condominium property, maintenance of all items for which assessments are collected from unit owners as set forth in the budget, and maintenance of all items and areas that are defined as Common Elements in the Condominium documents and Condominium Act.

ARTICLE VIII
ASSESSMENTS

§ 8.1 ASSESSMENTS. The Association has the responsibility, duties, and powers, to collect all Condominium assessments as provided and specified in the Bylaws.

§ 8.2 DEVELOPER EXCUSAL FROM ASSESSMENTS AND DEVELOPER GUARANTEE. The Developer, while offering units for sale, is excused from payment of assessments against all unsold units for a period of time until termination as stated in § 8.3 below, and during this period of excusal the Developer guarantees to all purchasers and unit owners of the condominium that assessments will not exceed Four Hundred Ninety Five Dollars - \$495.00 - per

Quarter (which is equivalent to \$165.00 per month), and the Developer will pay any common expenses that exceed the guaranteed amount.

§ 8.3 DURATION OF DEVELOPER EXCUSAL AND GUARANTEE. The excusal and guarantee period will commence upon the creation of the condominium, and end at the first occurrence of any of the following events:

- (a) The expiration of the initial fiscal year (DECEMBER 31, 2005);
- (b) The date at which the Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the board of directors of the association according to the terms of the Bylaws and as required by Chapter 718, Florida Statutes;
- (c) The time at which the Developer has sold all its units so that the Developer holds no units for sale;
- (d) The time at which all future additional phases have been added and all units in all phases have been sold by the Developer.

§ 8.4 OPTIONAL EXTENSION OF DEVELOPER EXCUSAL AND GUARANTEE. The Developer may extend the excusal and guarantee period for one or more additional fiscal years, so long as the Developer holds unsold units, including any unsold units added by future additional phases. If the Developer elects to extend the period, then parts (b), (c), and (d) of § 8.3 above will also be applicable.

<p>ARTICLE IX AMENDMENTS</p>
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§ 9.1. BY OWNERS. Unit Owners may vote to amend this Declaration as provided by Chapter 718, Florida Statutes. Proposals and votes regarding amendments shall be governed by the same procedures as other voting as set forth in the Bylaws. Amendments by a vote of the Unit Owners shall require an affirmative vote of TWO THIRDS (2/3) of all Units in the Condominium.

Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association

and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Leon County, Florida.

§ 9.2. BY THE DEVELOPER. Until such time as the Developer transfers control of a majority of the board as required by § 718.301(1), and except for amendments restricted by § 718.110(4) and § 718.110(8), the Developer reserves the right at any time, so long as it owns any of the Units in the Condominium, to unilaterally amend this Declaration as it may deem appropriate, in its sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body, or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the sale of Units in an FHA/VA approved condominium. The Developer may also make amendments to fix typographical or clerical errors. Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Leon County, Florida, of an instrument executed solely by the Developer with the formalities of a deed, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

§ 9.3. RESTRICTIONS ON AMENDMENTS. No amendment to this Declaration shall be permitted if such amendment would:

- (a) change the configuration, size, or boundaries of any Unit in any material fashion;
- (b) materially alter or modify the appurtenances to any Unit;
- (c) change the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus;
- (d) prohibit leasing/rental of a unit or part of a unit to a tenant or tenants;

unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the Condominium approve the amendment.

§ 9.4. CONSENT OF MORTGAGEES. Pursuant to § 718.110(11), Florida Statutes, the consent or joinder of some or all mortgagees of units to or in amendments to the declaration is not required unless the amendments materially affect the rights or interests of the mortgagees, or as

otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Consent of mortgagees may not be unreasonably withheld. It shall be presumed that except as to those matters described in § 718.110(4) and 718.110(8), amendments to the declaration do not materially affect the rights or interests of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the association recorded in the public records of the county where the declaration is recorded.

§ 9.5. NOTICE TO MORTGAGEES. Mortgagees shall be given adequate notice of any proposed amendments to the declaration that materially affect the rights or interests of mortgages.

**ARTICLE X
SEVERABILITY**

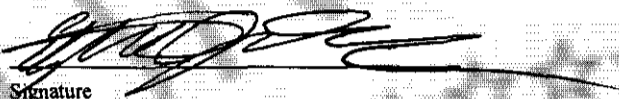
§ 10.1. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this 11th day of November, 2004.

WITNESSES:

DEVELOPER SIGNATURE:


Signature

MONTE CRISTO OF TALLAHASSEE, INC., a Florida Corporation

ELIZABETH J. COLVIN

Printed Name

By: 
MEHRDAD GHAZVINI, President

Signature


Vee Cohens

Printed Name

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared MEHRDAD GHAZVINI, as the PRESIDENT of MONTE CRISTO OF TALLAHASSEE, INC., a Florida Corporation, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority. He is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 11th day of November, 2004.

(Notary Seal)  ELIZABETH J. COLVIN
MY COMMISSION # DD 085120
EXPIRES: January 17, 2006
1-800-3-NOTARY FL Notary Service & Bonding, Inc.


Notary Signature

ELIZABETH J. COLVIN

Notary Printed Name

JOINDER AND CONSENT OF MORTGAGEE
to the
Declaration Of Condominium of Brighton Place Condominiums

COMES NOW, Tallahassee State Bank, by and through its undersigned officer, the mortgagee of the real property submitted to the Declaration of Condominium of Brighton Place Condominiums, and does hereby consent to the recording of the aforesaid Declaration of Condominium and agrees to the subdivision of said real property in accordance with the aforesaid Declaration of Condominium.

DONE AND EXECUTED this 16 day of November, 2004.

WITNESSES:

Sharon G Lyford
Signature
Sharon G Lyford
Print Name

Jndell Bergman
Signature
LINDA BERGMAN
Printed Name

MORTGAGEE:

Sharon Weeden for Tallahassee State BANK

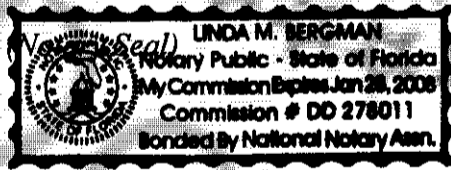
By: Sharon Weeden

Its: Executive Vice President

STATE OF Florida
COUNTY OF Leon

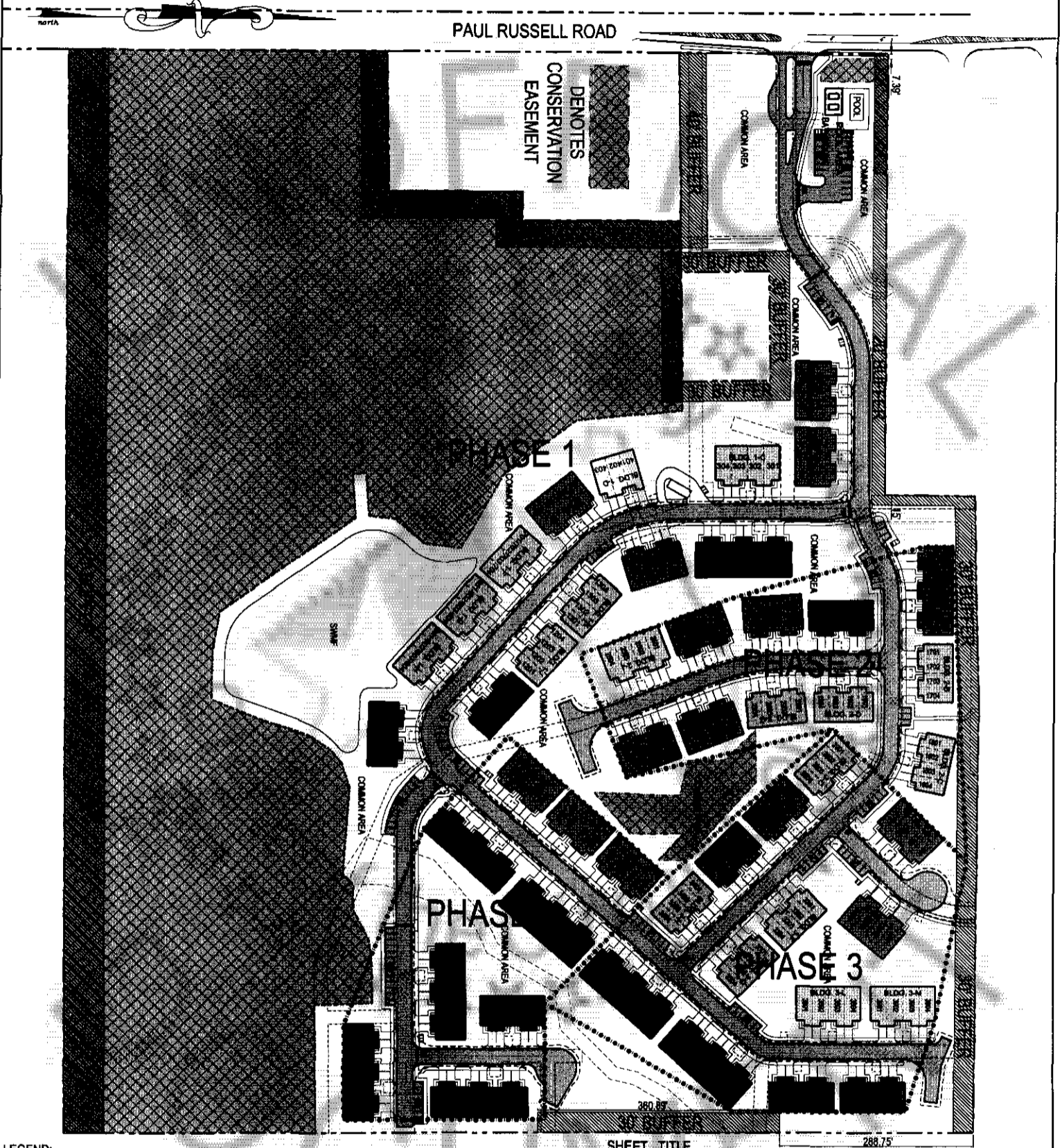
BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Sharon Weeden, as the Executive Vice Pres. of Tallahassee State Bank, and he or she acknowledged that he or she executed the foregoing instrument on behalf of the company pursuant to due authority. He or she is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 16th day of November, 2004.



Jndell Bergman
Notary Signature
LINDA BERGMAN
Notary Printed Name

BRIGHTON PLACE CONDOMINIUMS



LEGEND:
 USE: RESIDENTIAL CONDOMINIUM UNITS. TOTAL UNITS = 209
 HEIGHT: MAXIMUM BUILDING HEIGHT = 38 FEET
 IMPROVEMENTS: ALL BUILDINGS, UNITS AND OTHER IMPROVEMENTS SHOWN ARE PROPOSED.

SHEET	TITLE
1.0	OVERALL PLOT PLAN/PHASE MAP
1.1	OVERALL SITE LEGAL DESCRIPTION
1.2	SITE PHASING MAP
1.3	SITE PHASE LEGAL DESCRIPTIONS
2.0	BUILDING & PARKING DIMENSIONS DETAIL
3.0	ACCESS EASEMENT MAP & LEGAL DESCRIPTION
4.0	DRAINAGE EASEMENT MAP
5.0	NATURAL/LANDSCAPE BUFFERS MAP
6.0	OVERALL UTILITY EASEMENT MAP
6.1-6.7	UTILITY EASEMENT MAPS
7.0	CONSERVATION EASEMENT LOCATIONS & LEGAL DESCRIPTIONS
8.0	INGRESS/EGRESS EASEMENT MAP
9.0	OVERALL BUILDINGS MAP
9.1-9.7	BUILDING LOCATION DETAILS 1-7

I hereby certify that the SPECIAL-PURPOSE CONDOMINIUM survey shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 61G17-6).

The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

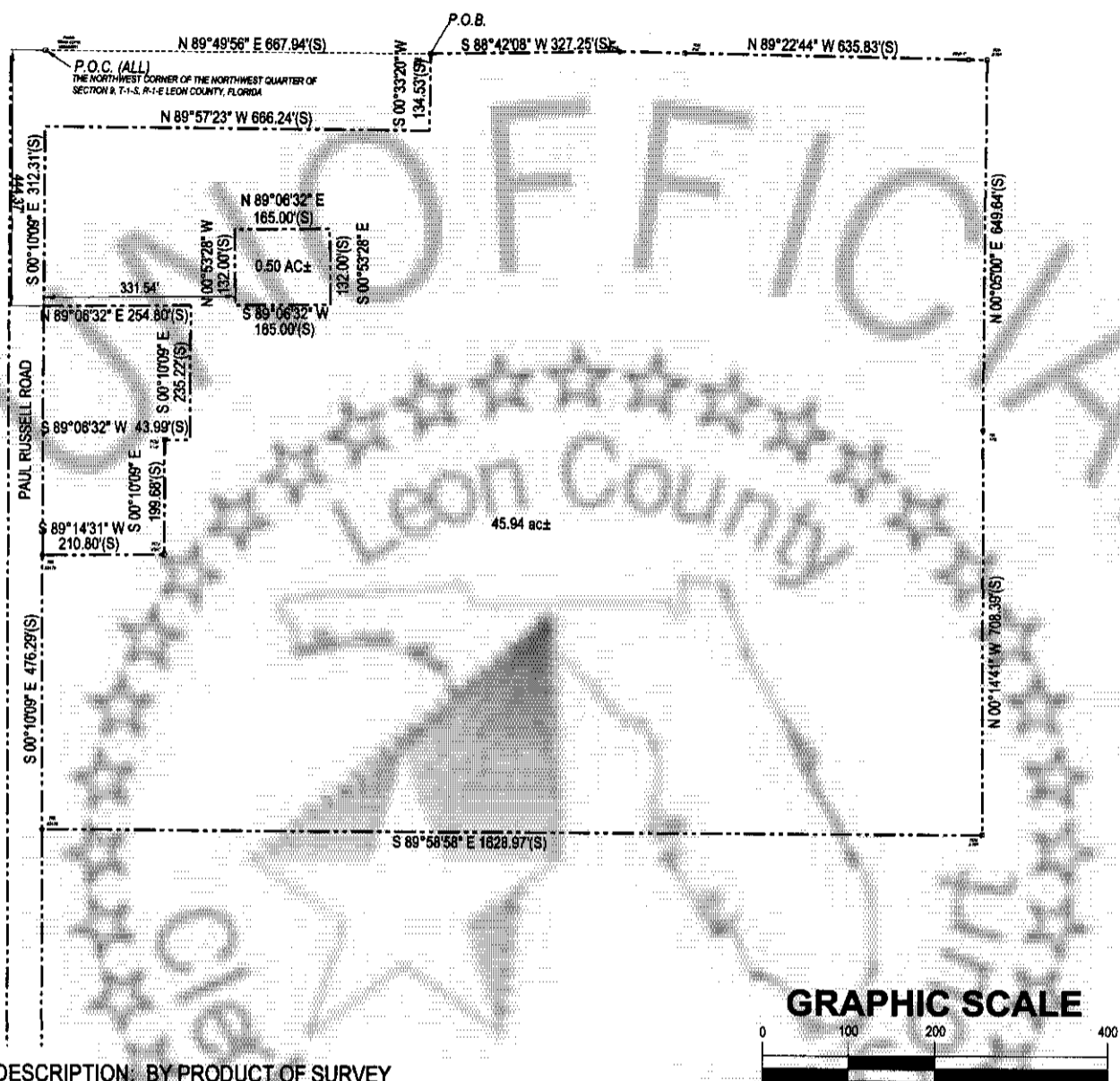
GRAPHIC SCALE

Larry D. Davis
Registered Florida Surveyor No. 5254

© Moore Bass Consulting		The Drawings, Specifications, and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	
FILE #	04-049	29757CONDO-REV.dwg	
CONTRACT #	297.057	ARCHIVE	
DATE	09/08/04	DRAWN BY	WCT
CLIENT NAME	MONTE CRISTO OF TALLAHASSEE, INC.	PROJECT NAME	BRIGHTON PLACE CONDOMINIUMS
		SHEET TITLE	PLOT PLAN
			1.0

Moore Bass

C O N S U L T I N G
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com



LEGAL DESCRIPTION: BY PRODUCT OF SURVEY
 A 45.94 ACRE PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of the Northwest quarter of said Section 9 and run thence North 89 degrees 49 minutes 56 seconds East 667.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 00 degrees 33 minutes 20 seconds West 134.53 feet, thence North 89 degrees 57 minutes 23 seconds West 666.24 feet to a point lying on the Easterly right of way boundary for Paul Russell Road, thence run South 00 degrees 10 minutes 09 seconds East along said right of way boundary a distance of 312.31 feet, thence leaving said right of way boundary run North 89 degrees 06 minutes 32 seconds East 254.80 feet, thence South 00 degrees 10 minutes 09 seconds East 235.22 feet, thence South 89 degrees 06 minutes 32 seconds West 43.99 feet, thence South 00 degrees 10 minutes 09 seconds East 199.68 feet, thence South 89 degrees 14 minutes 31 seconds West 210.80 feet to a point lying on said Easterly right of way boundary for Paul Russell Road, thence South 00 degrees 10 minutes 09 seconds East along said right of way a distance of 476.29 feet, thence leaving said right of way boundary run South 89 degrees 58 minutes 58 seconds East 1628.97 feet, thence North 00 degrees 14 minutes 41 seconds West 708.39 feet, thence North 00 degrees 05 minutes 00 seconds East 649.64 feet, thence North 89 degrees 22 minutes 44 seconds West 635.83 feet to a point marking the Southwest corner of Pine Forest Subdivision a subdivision as per map or plat thereof recorded in Plat Book 6, Page 8 of the Public Records of Leon County, Florida said point also being the Southeast corner of China Grove Subdivision a subdivision as per map or plat thereof recorded in Plat Book 11, Page 92 of the Public Records of Leon County, Florida, thence South 88 degrees 42 minutes 08 seconds West along the Southerly boundary of said Chine Grove Subdivision a distance of 327.25 feet to the POINT OF BEGINNING, containing 45.94 acres, more or less, after the following EXCEPTION:

LESS AND EXCEPT:

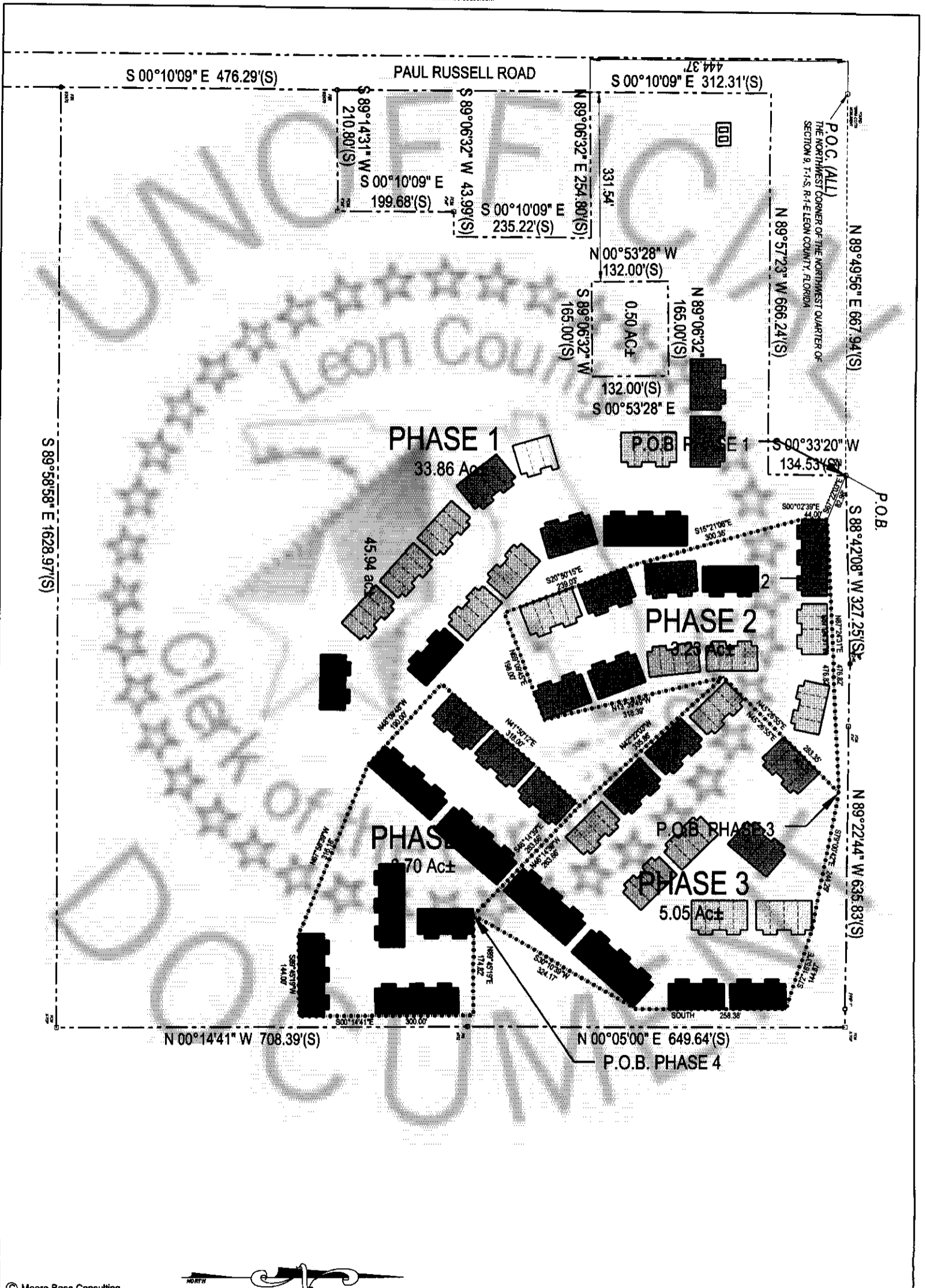
Commence at the Northwest corner of the Northwest quarter of said Section 9 said point also lying on the Easterly right of way boundary for Paul Russell Road and run thence South 00 degrees 10 minutes 09 seconds East along said right of way boundary a distance of 444.37 feet, thence leaving said right of way boundary run North 89 degrees 06 minutes 32 seconds East 331.54 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 53 minutes 28 seconds West 132.00 feet, thence North 89 degrees 06 minutes 32 seconds East 165.00 feet, thence South 00 degrees 53 minutes 28 seconds East 132.00 feet, thence South 89 degrees 06 minutes 32 seconds West 165.00 feet to the POINT OF BEGINNING, containing 0.50 acres, more or less.

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	CONTRACT #	297.057	ARCHIVE
	DATE	09/08/04	DRAWN BY
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	OVERALL SITE LEGAL DESCRIPTION	
			1.1

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CLIENT NAME	PROJECT NAME	FILE #	04-049	29757CONDO-REV.dwg
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	CONTRACT #	297.057	ARCHIVE
		DATE	12/01/04	DRAWN BY
				WCT
				SHEET TITLE
				OVERALL SITE PHASE MAP
				1.2



LEGAL DESCRIPTION: PHASE 1

Commence at the Northwest corner of the Northwest quarter of said Section 9 and run thence North 89 degrees 49 minutes 56 seconds East 667.94 feet to the POINT OF BEGINNING of PHASE 1. From said POINT OF BEGINNING run thence South 00 degrees 33 minutes 20 seconds West 134.53 feet, thence North 89 degrees 57 minutes 23 seconds West 666.24 feet to a point lying on the Easterly right of way boundary for Paul Russell Road, thence run South 00 degrees 10 minutes 09 seconds East along said right of way boundary a distance of 312.31 feet, thence leaving said right of way boundary run North 89 degrees 06 minutes 32 seconds East 254.80 feet, thence South 00 degrees 10 minutes 09 seconds East 235.22 feet, thence South 89 degrees 06 minutes 32 seconds West 43.99 feet, thence South 00 degrees 10 minutes 09 seconds East 199.68 feet, thence South 89 degrees 14 minutes 31 seconds West 210.80 feet to a point lying on said Easterly right of way boundary for Paul Russell Road, thence South 00 degrees 10 minutes 09 seconds East along said right of way a distance of 476.29 feet, thence leaving said right of way boundary run South 89 degrees 58 minutes 58 seconds East 1628.97 feet, thence North 00 degrees 14 minutes 41 seconds West 708.39 feet, thence North 00 degrees 05 minutes 00 seconds East 649.64 feet, thence North 89 degrees 22 minutes 44 seconds West 635.83 feet to a point marking the Southwest corner of Pine Forest Subdivision a subdivision as per map or plat thereof recorded in Plat Book 6, Page 8 of the Public Records of Leon County, Florida said point also being the Southeast corner of China Grove Subdivision a subdivision as per map or plat thereof recorded in Plat Book 11, Page 92 of the Public Records of Leon County, Florida, thence South 88 degrees 42 minutes 08 seconds West along the Southerly boundary of said China Grove Subdivision a distance of 327.25 feet to the POINT OF BEGINNING, containing 33.86 acres, more or less, after the following EXCEPTIONS:

LESS AND EXCEPT:

Commence at the Northwest corner of the Northwest quarter of said Section 9 said point also lying on the Easterly right of way boundary for Paul Russell Road and run thence South 00 degrees 10 minutes 09 seconds East along said right of way boundary a distance of 444.37 feet, thence leaving said right of way boundary run North 89 degrees 06 minutes 32 seconds East 331.54 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 53 minutes 28 seconds West 132.00 feet, thence North 89 degrees 06 minutes 32 seconds East 165.00 feet, thence South 00 degrees 53 minutes 28 seconds East 132.00 feet, thence South 89 degrees 06 minutes 32 seconds West 165.00 feet to the POINT OF BEGINNING, containing 0.50 acres, more or less.

LESS AND EXCEPT PHASES 2, 3, AND 4, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF PHASE 2 (3.23 Ac±):

Commence at the Northwest corner of the Northwest quarter of said Section 9 and run thence North 89 degrees 49 minutes 56 seconds East 667.94 feet, thence run South 67 degrees 22 minutes 03 seconds East 82.98 feet to the POINT OF BEGINNING of PHASE 2. From said POINT OF BEGINNING run South 00 degrees 02 minutes 39 seconds East 44.00 feet, thence run South 15 degrees 21 minutes 06 seconds East 300.35 feet, thence South 20 degrees 50 minutes 15 seconds East 239.03 feet, thence North 69 degrees 09 minutes 45 seconds East 198.00 feet, thence North 13 degrees 39 minutes 49 seconds West 318.39 feet, thence North 45 degrees 26 minutes 55 seconds East 283.35 feet, thence South 87 degrees 24 minutes 31 seconds West 476.82 feet to the POINT OF BEGINNING, containing 3.23 acres, more or less.

LEGAL DESCRIPTION OF PHASE 3 (5.05 Ac±):

Commence at the Northwest corner of the Northwest quarter of said Section 9 and run thence North 89 degrees 49 minutes 56 seconds East 667.94 feet, thence run South 67 degrees 22 minutes 03 seconds East 82.98 feet, thence run North 87 degrees 24 minutes 31 seconds East 476.82 feet to the POINT OF BEGINNING of PHASE 3. From said POINT OF BEGINNING run South 79 degrees 00 minutes 42 seconds East 244.29 feet, thence run South 72 degrees 16 minutes 53 seconds East 144.87 feet, thence run South 258.38 feet, thence run South 30 degrees 10 minutes 39 seconds West 324.17 feet, thence run North 46 degrees 14 minutes 39 seconds West 263.66 feet, thence run North 42 degrees 22 minutes 03 seconds West 335.86 feet, thence run North 45 degrees 26 minutes 55 seconds East 283.35 feet to the POINT OF BEGINNING, containing 5.05 acres, more or less.

LEGAL DESCRIPTION OF PHASE 4 (3.70 Ac±):

Commence at the Northwest corner of the Northwest quarter of said Section 9 and run thence North 89 degrees 49 minutes 56 seconds East 667.94 feet, thence run South 67 degrees 22 minutes 03 seconds East 82.98 feet, thence run North 87 degrees 24 minutes 31 seconds East 476.82 feet, thence run South 79 degrees 00 minutes 42 seconds East 244.29 feet, thence run South 72 degrees 16 minutes 53 seconds East 144.87 feet, thence run South 258.38 feet, thence run South 30 degrees 10 minutes 39 seconds West 324.17 feet to the POINT OF BEGINNING of PHASE 4. From said POINT OF BEGINNING run North 89 degrees 45 minutes 19 seconds East 174.82 feet, thence run South 00 degrees 14 minutes 41 seconds East 300.00 feet, thence run South 89 degrees 45 minutes 19 seconds West 144.00 feet, thence run North 67 degrees 58 minutes 39 seconds West 316.16 feet, thence run North 48 degrees 09 minutes 48 seconds West 190.00 feet, thence run North 41 degrees 50 minutes 12 seconds East 318.00 feet, thence run South 46 degrees 14 minutes 39 seconds East 263.66 feet to the POINT OF BEGINNING, containing 3.70 acres, more or less.

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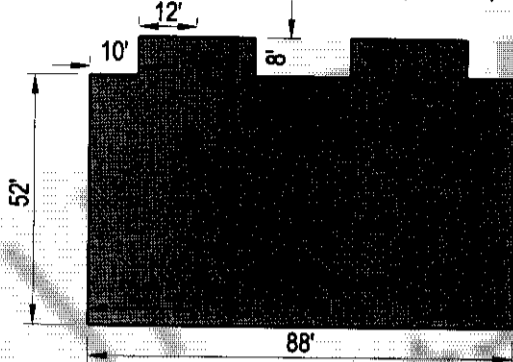
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	CONTRACT #	297.057	ARCHIVE
	DATE	12/01/04	DRAWN BY WCT
PROJECT NAME BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE OVERALL SITE PHASE DESCRIPTIONS		1.3

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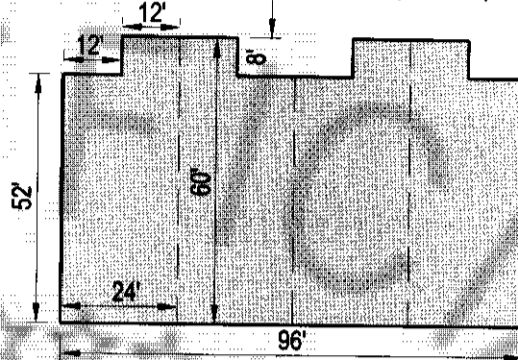
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TYPICAL BUILDING DIMENSIONS OF ALL BUILDINGS (ALL DIMENSIONS TYPICAL TO EACH BUILDING TYPE)

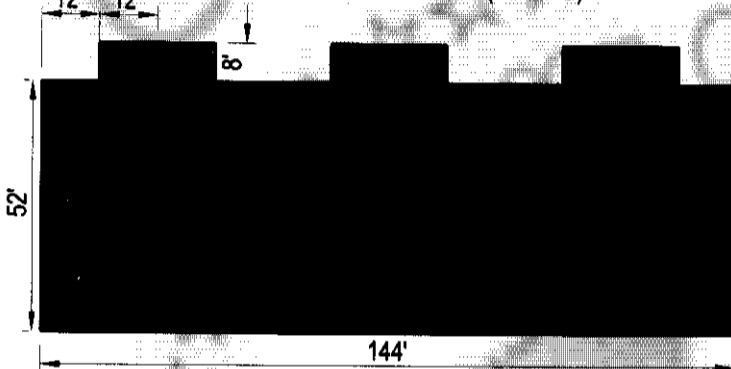
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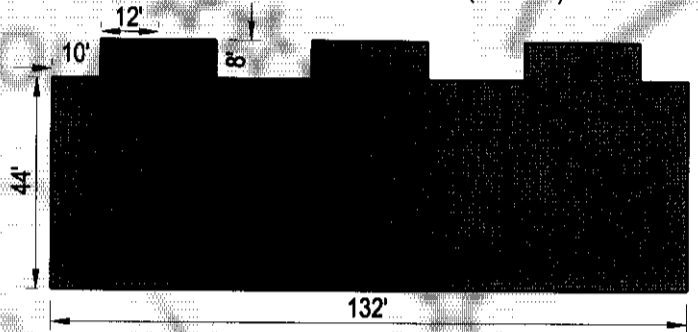
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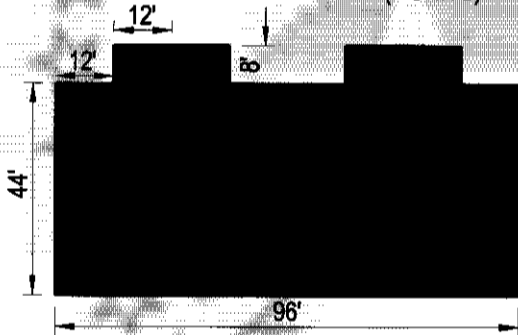
TYPICAL BUILDING TYPE C (6 UNITS)



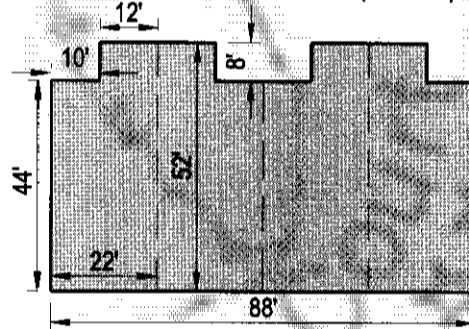
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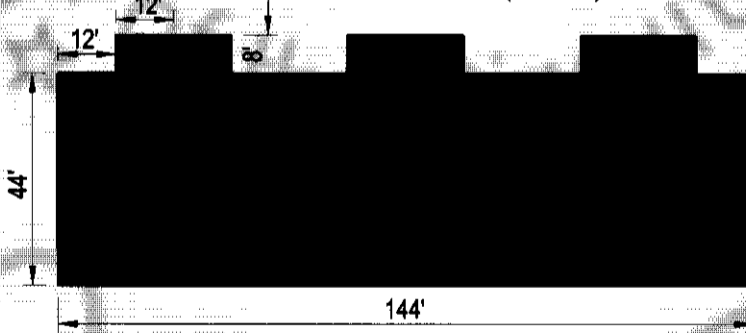
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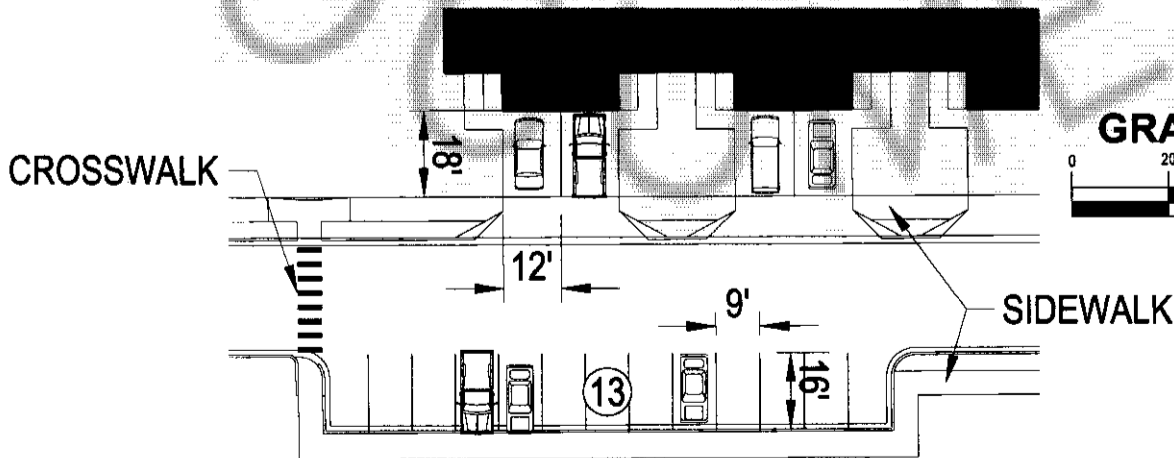
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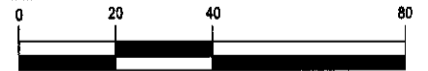
TYPICAL BUILDING TYPE G (6 UNITS)



TYPICAL PARKING DETAILS



GRAPHIC SCALE



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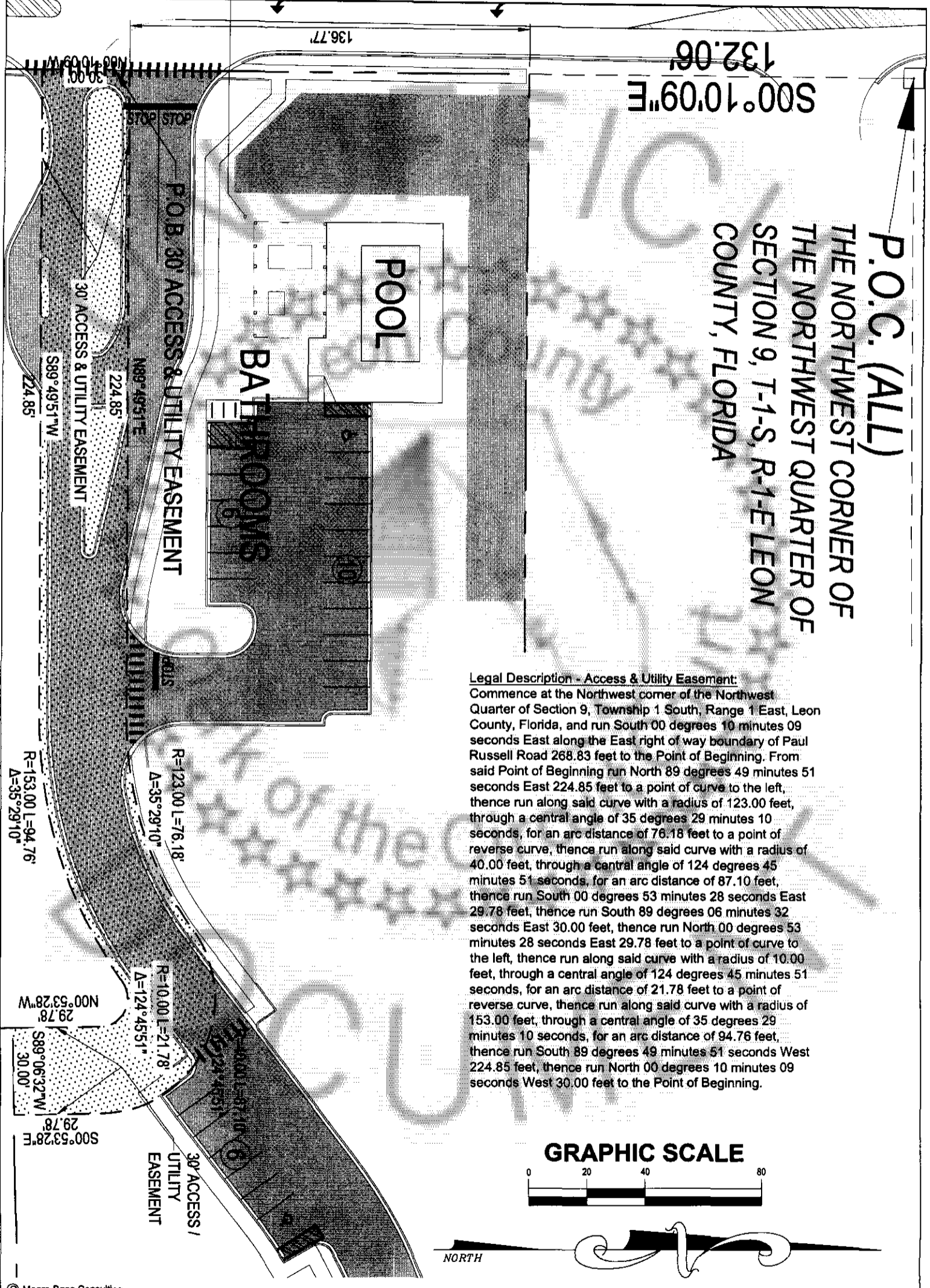
CLIENT NAME
MONTE CRISTO OF TALLAHASSEE, INC.

FILE #	04-049	29757CONDO-REV.dwg
CONTRACT #	297.057	ARCHIVE
DATE	09/08/04	DRAWN BY
PROJECT NAME	BRIGHTON PLACE CONDOMINIUMS	

DRAWN BY	WCT
SHEET TITLE	BUILDING AND PARKING DETAIL
	2.0

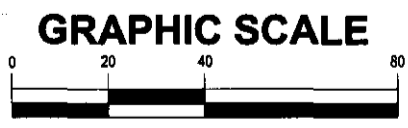
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P.O.C. (ALL)
THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER OF
SECTION 9, T-1-S, R-1-E LEON
COUNTY, FLORIDA

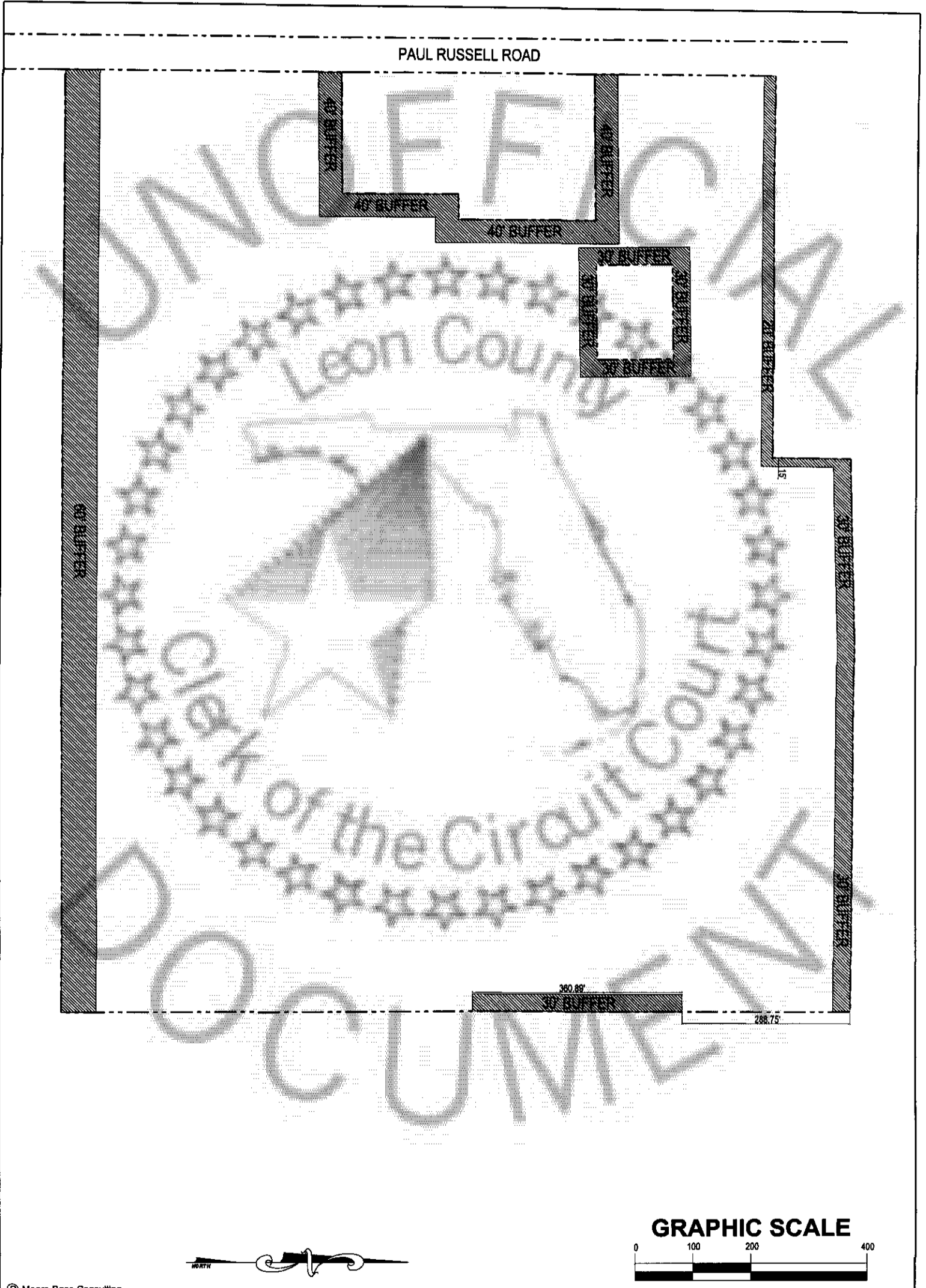
Legal Description - Access & Utility Easement:
 Commence at the Northwest corner of the Northwest Quarter of Section 9, Township 1 South, Range 1 East, Leon County, Florida, and run South 00 degrees 10 minutes 09 seconds East along the East right of way boundary of Paul Russell Road 268.83 feet to the Point of Beginning. From said Point of Beginning run North 89 degrees 49 minutes 51 seconds East 224.85 feet to a point of curve to the left, thence run along said curve with a radius of 123.00 feet, through a central angle of 35 degrees 29 minutes 10 seconds, for an arc distance of 76.18 feet to a point of reverse curve, thence run along said curve with a radius of 40.00 feet, through a central angle of 124 degrees 45 minutes 51 seconds, for an arc distance of 87.10 feet, thence run South 00 degrees 53 minutes 28 seconds East 29.78 feet, thence run South 89 degrees 06 minutes 32 seconds East 30.00 feet, thence run North 00 degrees 53 minutes 28 seconds East 29.78 feet to a point of curve to the left, thence run along said curve with a radius of 10.00 feet, through a central angle of 124 degrees 45 minutes 51 seconds, for an arc distance of 21.78 feet to a point of reverse curve, thence run along said curve with a radius of 153.00 feet, through a central angle of 35 degrees 29 minutes 10 seconds, for an arc distance of 94.76 feet, thence run South 89 degrees 49 minutes 51 seconds West 224.85 feet, thence run North 00 degrees 10 minutes 09 seconds West 30.00 feet to the Point of Beginning.



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CONTRACT #	297.057	ARCHIVE
DATE	09/09/04	DRAWN BY WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	ACCESS AND UTILITY EASEMENT MAP AND LEGAL DESCRIPTION
		3.0

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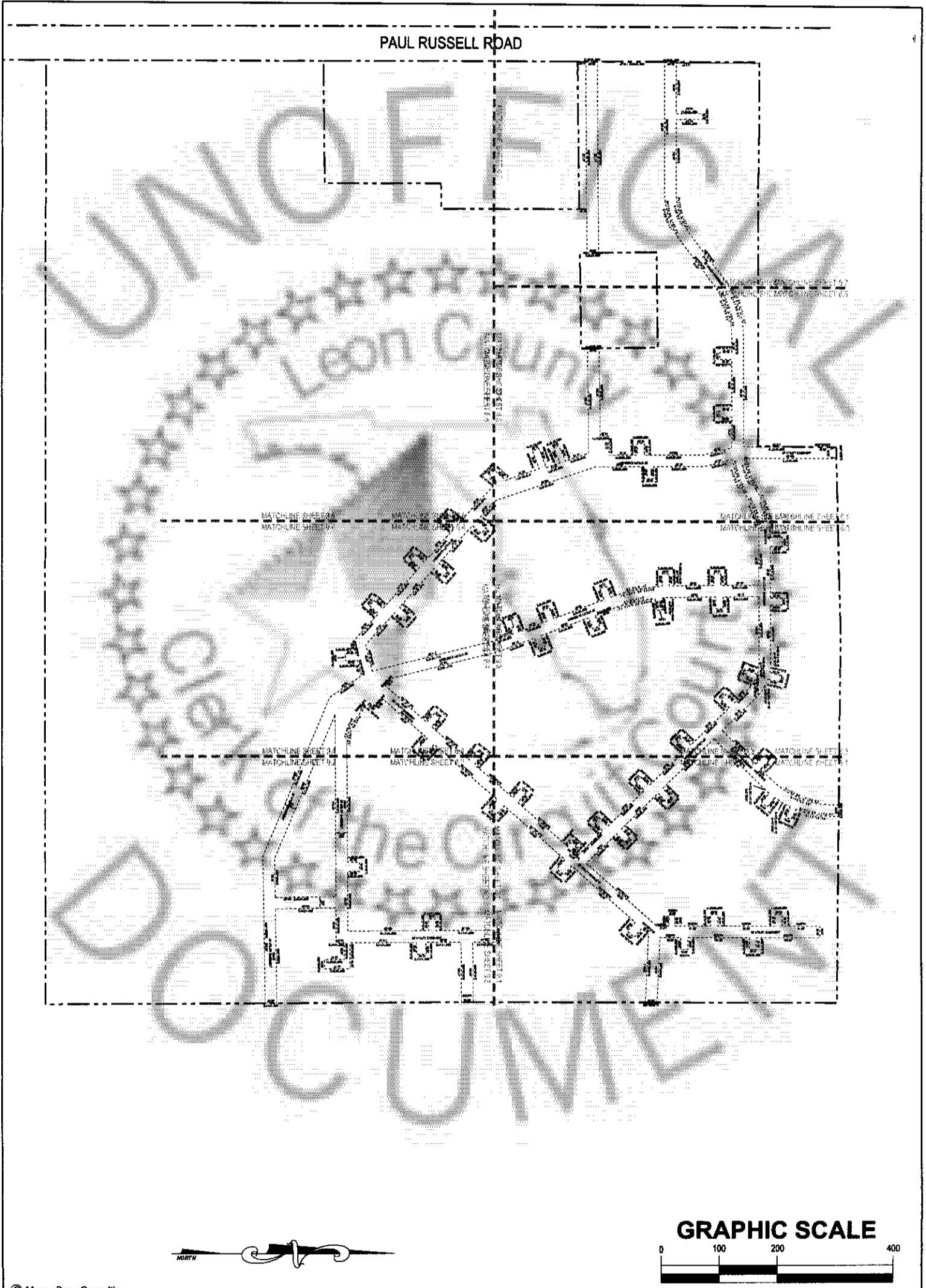
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CONTRACT #	297.057	ARCHIVE
DATE	09/09/04	DRAWN BY WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	LANDSCAPE/NATURAL BUFFERS
		5.0

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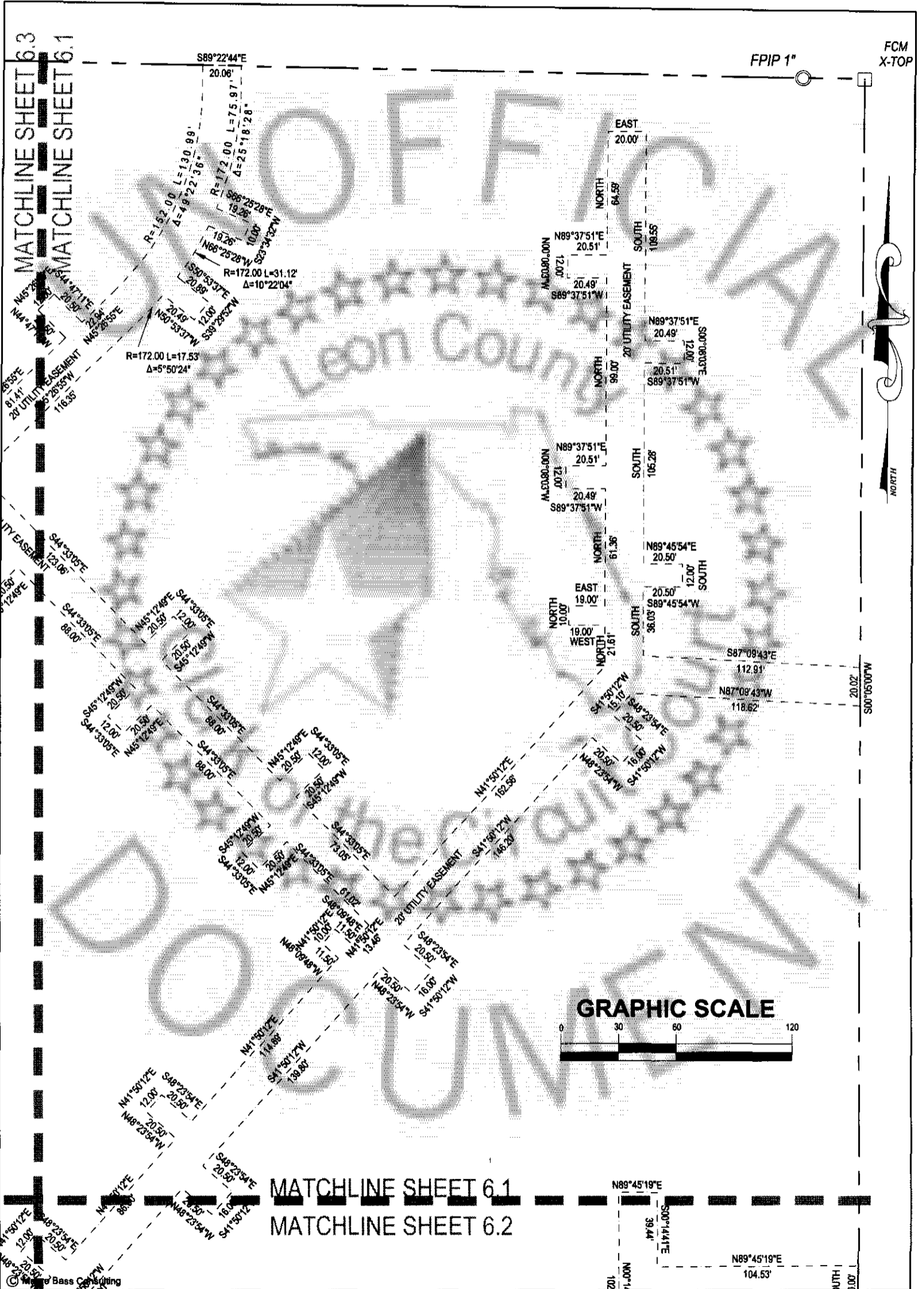
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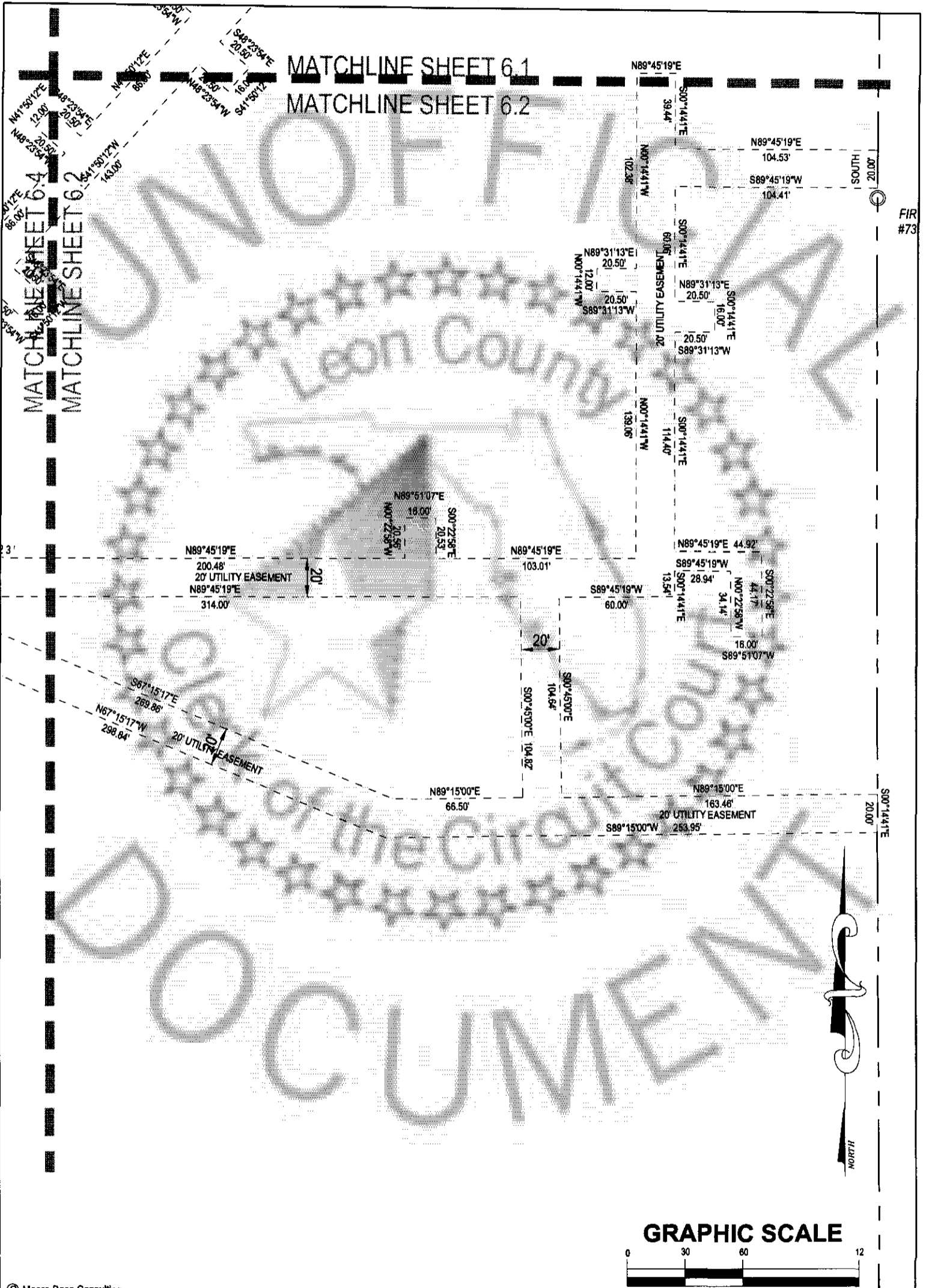
CLIENT NAME MONTE CRISTO OF TALLAHASSEE, INC.	PROJECT NAME BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE OVERALL UTILITY EASEMENT MAP	6.0
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	CONTRACT #	297.057	ARCHIVE
	DATE	09/14/04	DRAWN BY
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	UTILITY EASEMENT DETAIL #1	
			6.1

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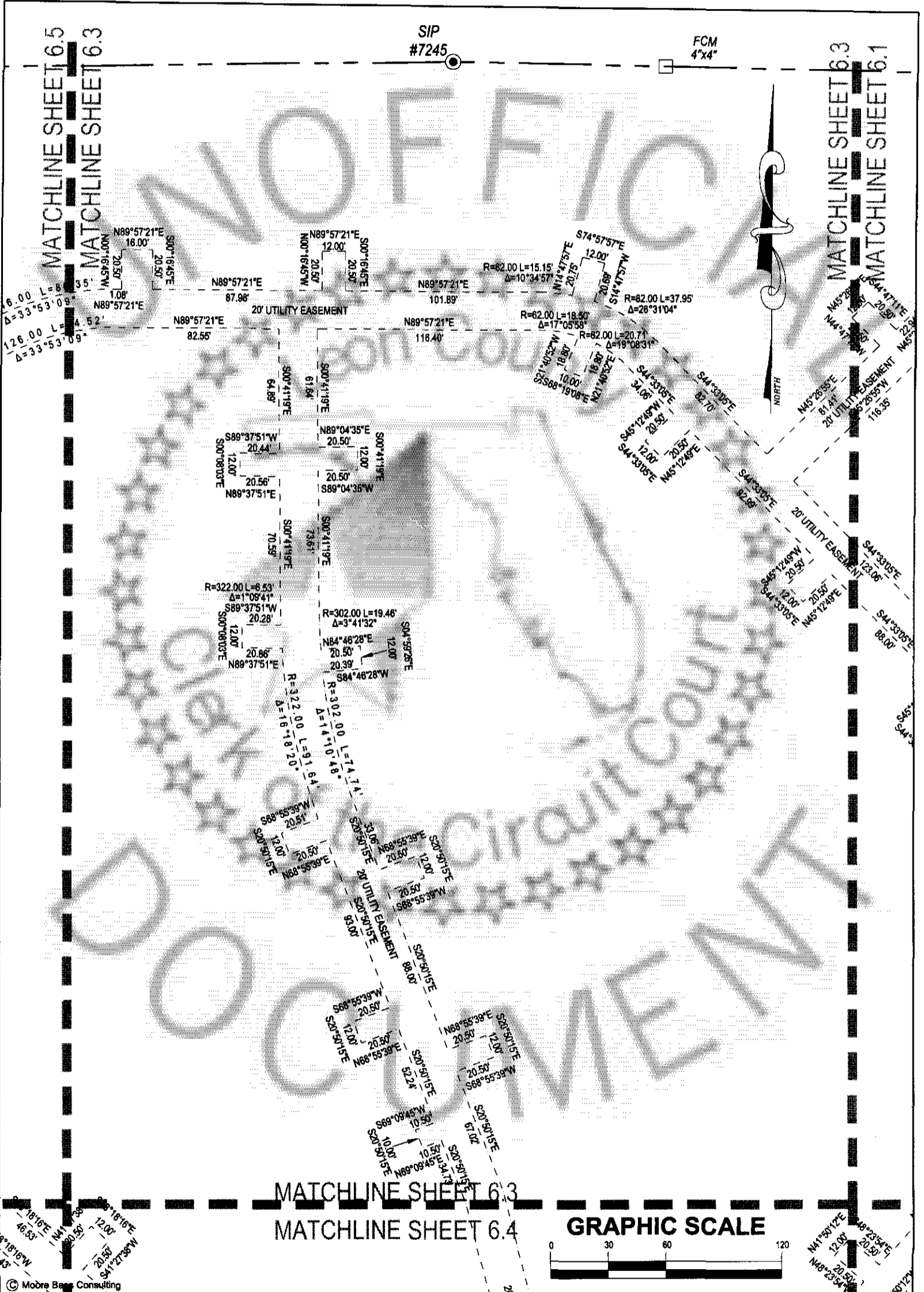
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CLIENT NAME MONTICRISTO OF TALLAHASSEE, INC.	PROJECT NAME BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE UTILITY EASEMENT DETAIL #2	6.2
FILE # 04-049	CONTRACT # 297.057	DATE 09/14/04	ARCHIVE
DATE 09/14/04	DRAWN BY	WCT	

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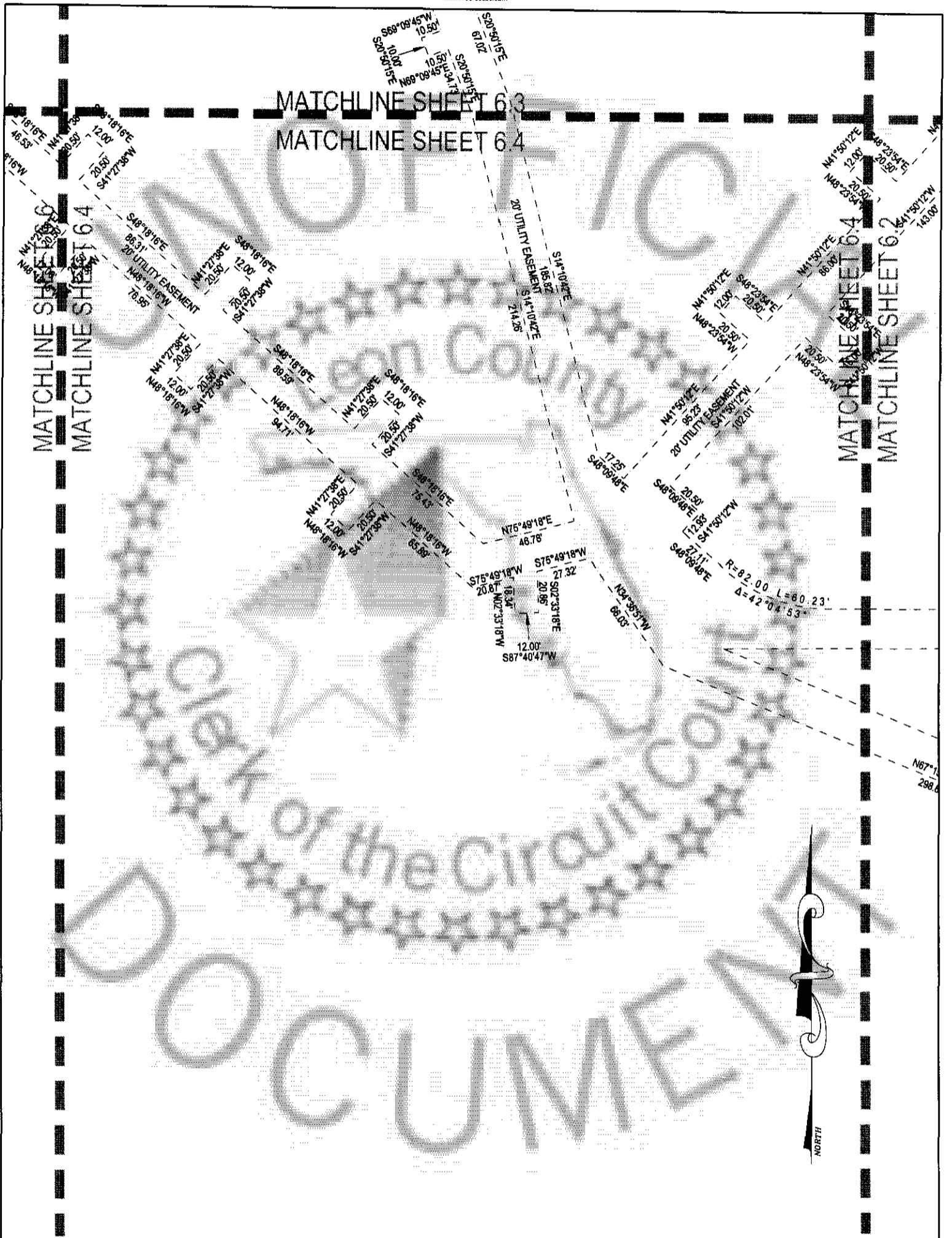
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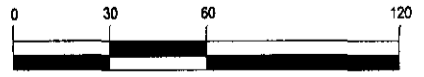
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FILE #	04-049	29757CONDO-REV.dwg
CONTRACT #	297.057	ARCHIVE
DATE	09/14/04	DRAWN BY WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	UTILITY EASEMENT DETAIL #3
		6.3

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GRAPHIC SCALE



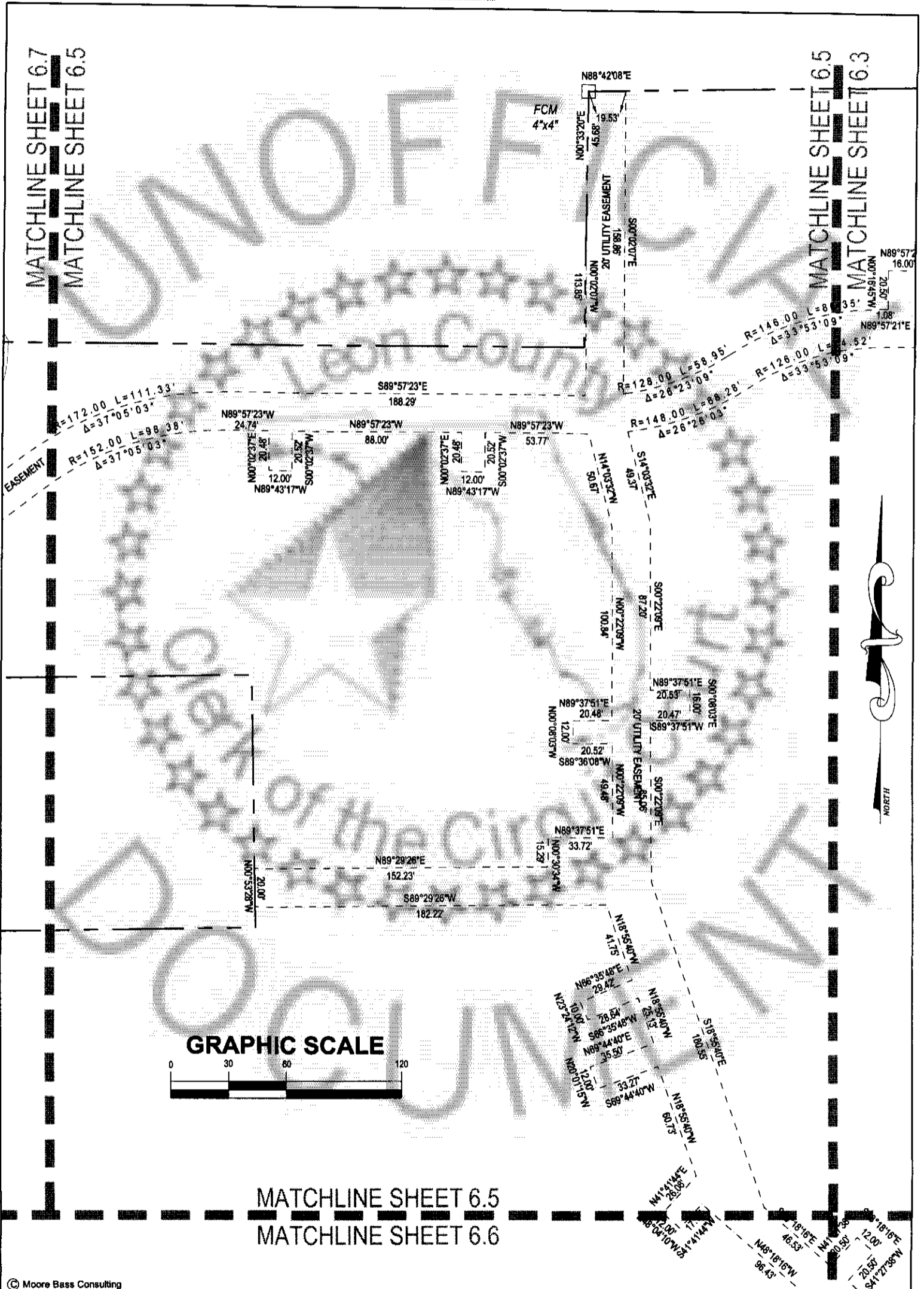
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CLIENT NAME MONTE CRISTO OF TALLAHASSEE, INC.	PROJECT NAME BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE UTILITY EASEMENT DETAIL #4	6.4
FILE # 04-049	CONTRACT # 297.057	DATE 09/14/04	ARCHIVE DRAWN BY WCT

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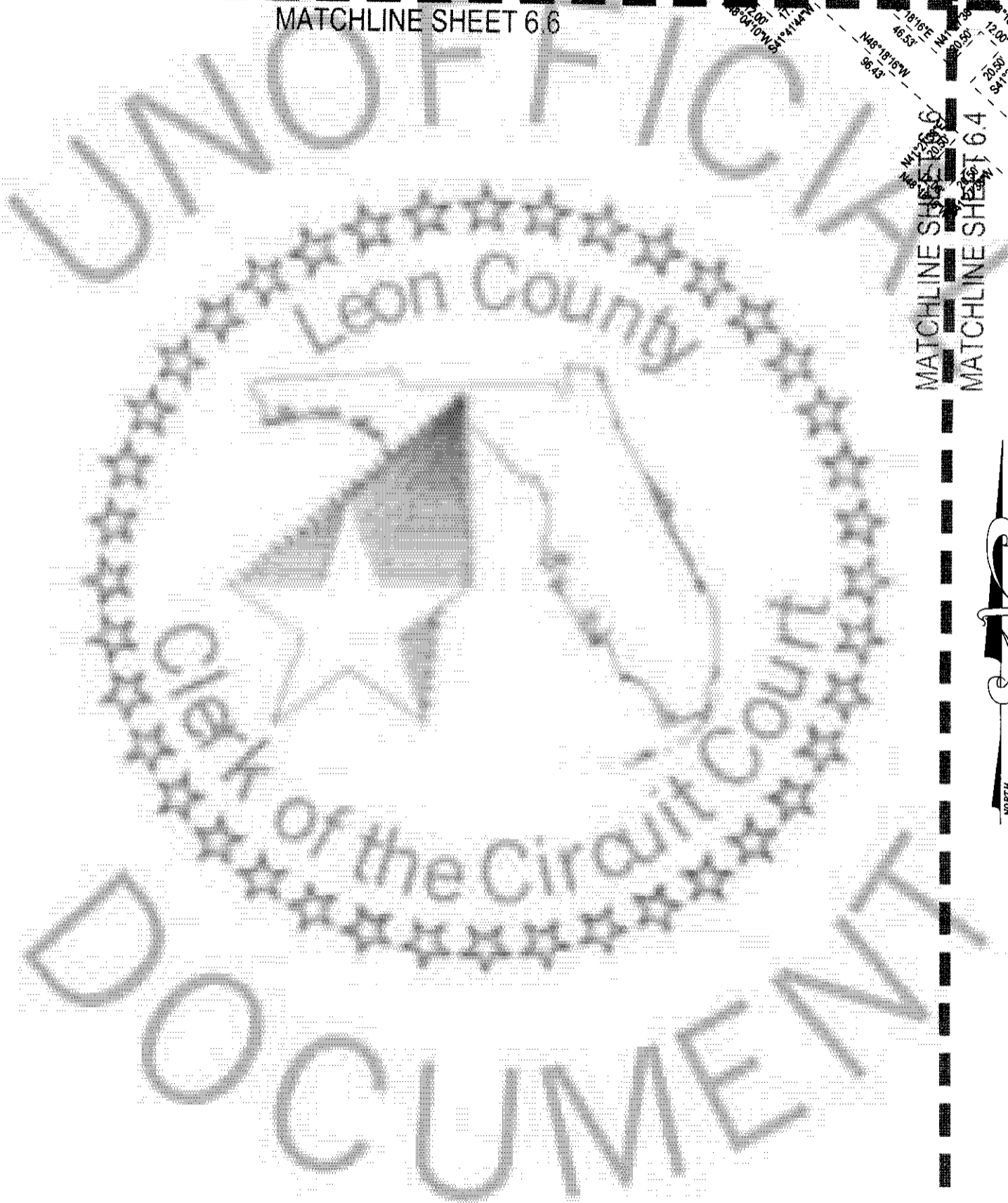


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		CONTRACT #	297.057 ARCHIVE
		DATE	09/14/04 DRAWN BY WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	UTILITY EASEMENT DETAIL #5	6.5

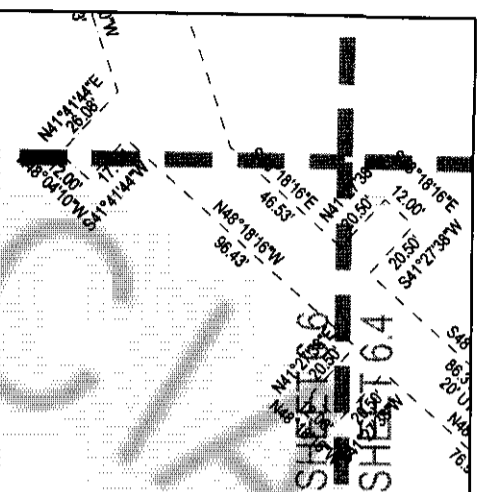
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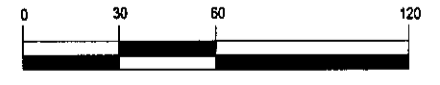
MATCHLINE SHEET 6.5
MATCHLINE SHEET 6.6



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GRAPHIC SCALE

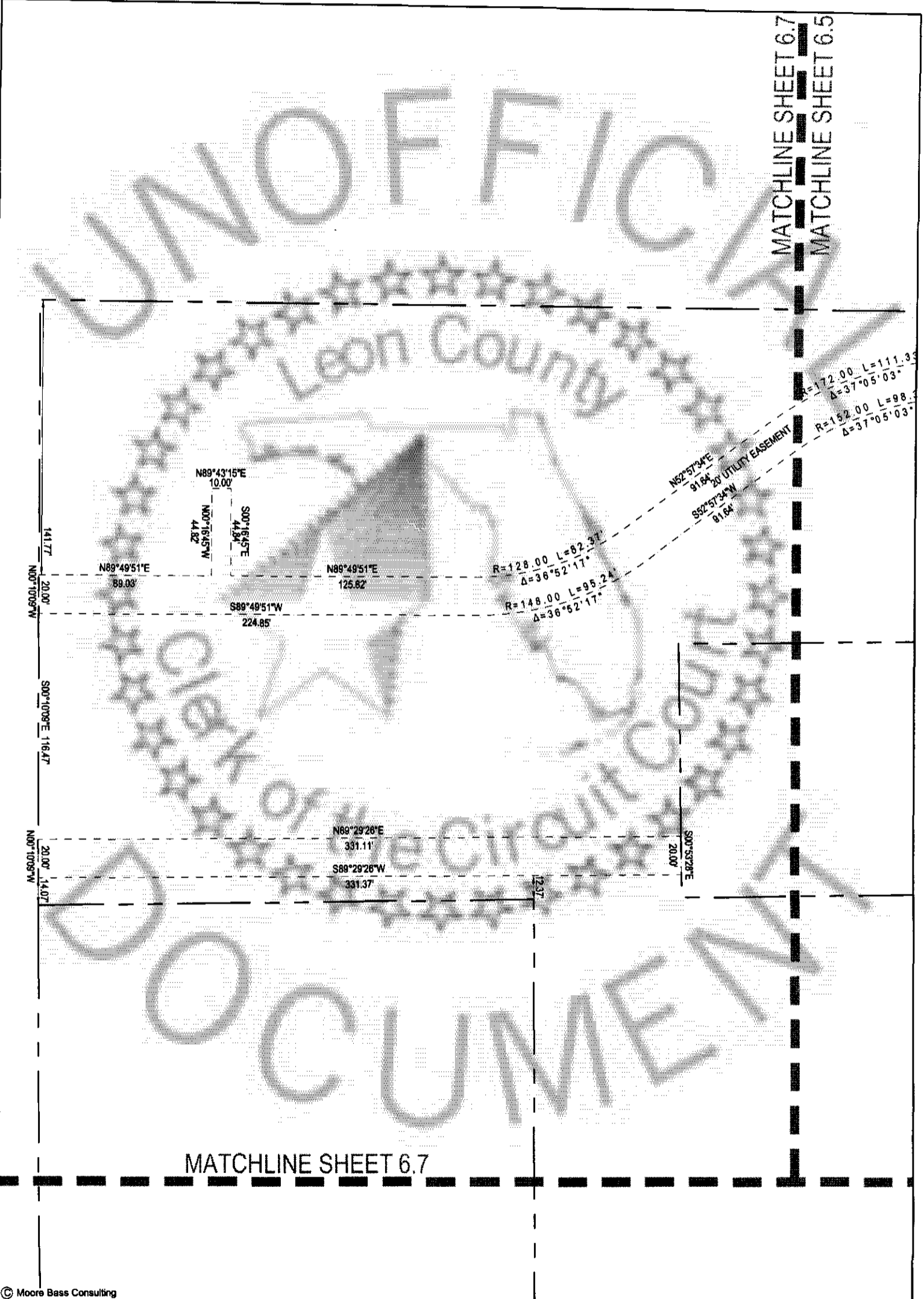


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	CONTRACT #	297.057	ARCHIVE
	DATE	09/14/04	DRAWN BY
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	UTILITY EASEMENT DETAIL #6	6.6

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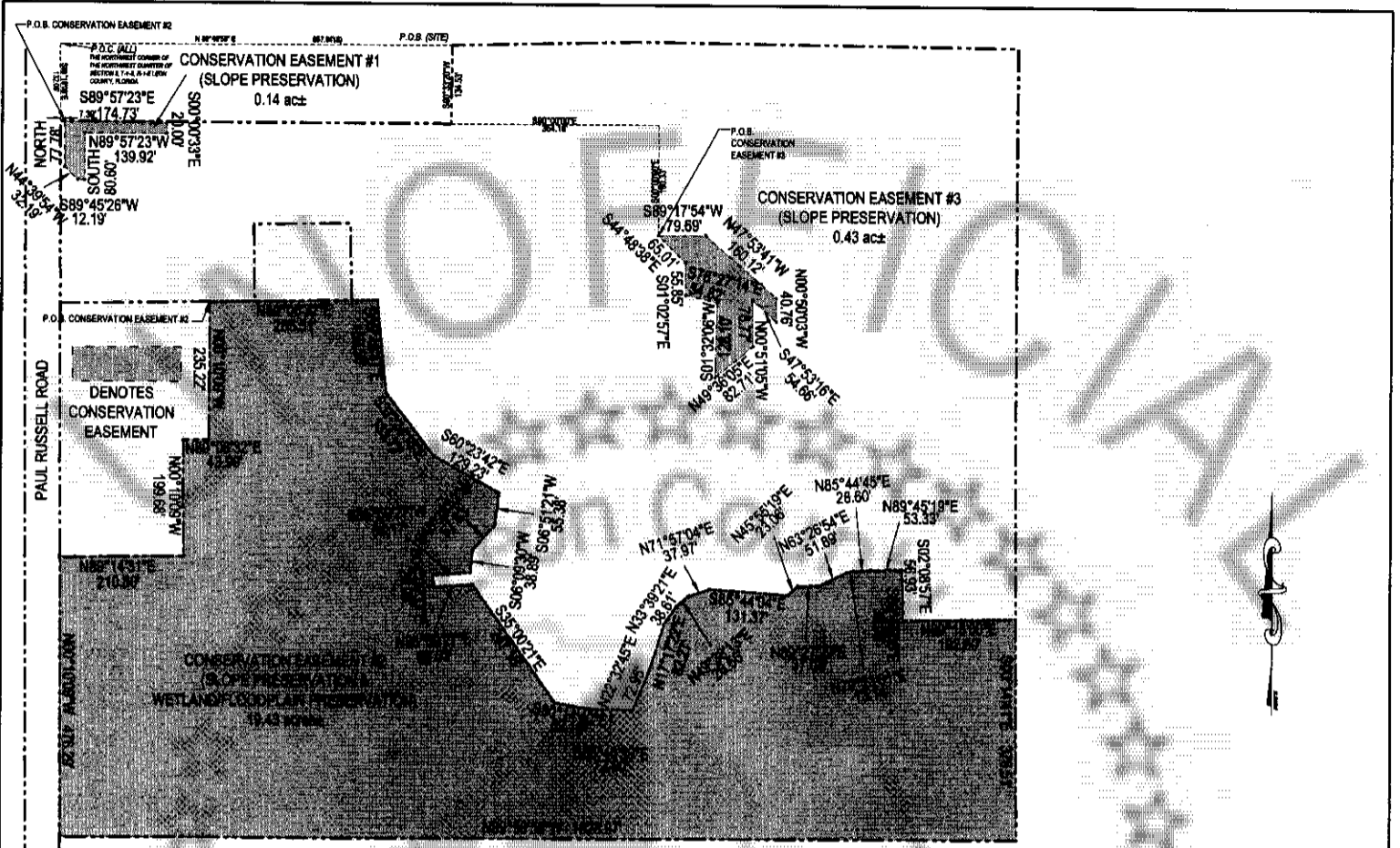
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	DATE	09/14/04	DRAWN BY WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	UTILITY EASEMENT DETAIL #7	6.7

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Conservation Easement # 1

Commence at the Northwest corner of the Northwest Quarter of Section 9, Township 1 South, Range 1 East, Leon County, Florida, and run South 00 degrees 10 minutes 09 seconds East along the East right of way boundary of Paul Russell Road 132.06 feet, thence run South 89 degrees 57 minutes 23 seconds East 7.39 feet to the Point of Beginning. From said Point of Beginning run South 89 degrees 57 minutes 23 seconds East 174.73 feet, thence run South 00 degrees 00 minutes 03 seconds East 20.00 feet, thence run North 89 degrees 57 minutes 23 seconds West 139.92 feet, thence run South 80.60 feet, thence run South 89 degrees 45 minutes 26 seconds West 12.19 feet, thence run North 44 degrees 39 minutes 54 seconds West 32.19 feet, thence run North 77.78 feet to the Point of Beginning containing 0.14 acre, more or less.

Conservation Easement #2

Commence at the Northwest corner of the Northwest Quarter of Section 9, Township 1 South, Range 1 East, Leon County, Florida, and run South 00 degrees 10 minutes 09 seconds East along the East right of way boundary of Paul Russell Road 444.97 feet, thence run North 89 degrees 06 minutes 32 seconds East 254.80 feet to the Point of Beginning. From said Point of Beginning, continue North 89 degrees 06 minutes 32 seconds East 285.51 feet, thence run South 05 degrees 49 minutes 17 seconds East 159.58 feet, thence run South 37 degrees 15 seconds East 133.72 feet, thence run South 60 degrees 23 minutes 42 seconds East 129.23 feet, thence run South 06 degrees 51 minutes 21 seconds West 55.38 feet, thence run South 40 degrees 28 minutes 52 seconds West 57.83 feet, thence run South 06 degrees 09 minutes 30 seconds West 38.89 feet, thence run South 85 degrees 59 minutes 27 seconds West 64.17 feet, thence run South 04 degrees 00 minutes 33 seconds East 20.00 feet, thence run North 85 degrees 59 minutes 27 seconds East 66.03 feet, thence run South 35 degrees 00 minutes 21 seconds East 247.16 feet, thence run South 80 degrees 14 minutes 40 seconds East 59.18 feet, thence run South 88 degrees 46 minutes 59 seconds East 73.90 feet, thence run North 22 degrees 32 minutes 45 seconds East 72.95 feet, thence run North 17 degrees 17 minutes 22 seconds East 82.27 feet, thence run North 33 degrees 39 minutes 21 seconds East 38.61 feet, thence run North 49 degrees 38 minutes 13 seconds East 26.56 feet, thence run North 71 degrees 57 minutes 04 seconds East 37.97 feet, thence run South 85 degrees 44 minutes 04 seconds East 131.37 feet, thence run North 45 degrees 55 minutes 19 seconds East 23.06 feet, thence run North 89 degrees 27 minutes 29 seconds East 37.08 feet, thence run North 83 degrees 26 minutes 54 seconds East 51.89 feet, thence run North 79 degrees 23 minutes 01 second East 13.14 feet, thence run North 85 degrees 44 minutes 45 seconds East 28.60 feet, thence run North 89 degrees 45 minutes 19 seconds East 53.33 feet, thence run South 02 degrees 08 minutes 57 seconds East 56.93 feet, thence run South 00 degrees 45 minutes 00 seconds East 30.00 feet, thence run North 89 degrees 15 minutes 00 seconds East 192.60 feet, thence run South 00 degrees 14 minutes 41 seconds East 376.51 feet, thence run North 89 degrees 58 minutes 58 seconds West 1628.97 feet, thence run North 00 degrees 10 minutes 09 seconds West 476.29 feet, thence run North 89 degrees 14 minutes 31 seconds East 210.80 feet, thence run North 00 degrees 10 minutes 09 seconds West 199.68 feet, thence run North 89 degrees 06 minutes 32 seconds East 43.99 feet, thence run North 00 degrees 10 minutes 09 seconds East 235.22 feet to the Point of Beginning, containing 19.43 acres, more or less.

Conservation Easement #3:

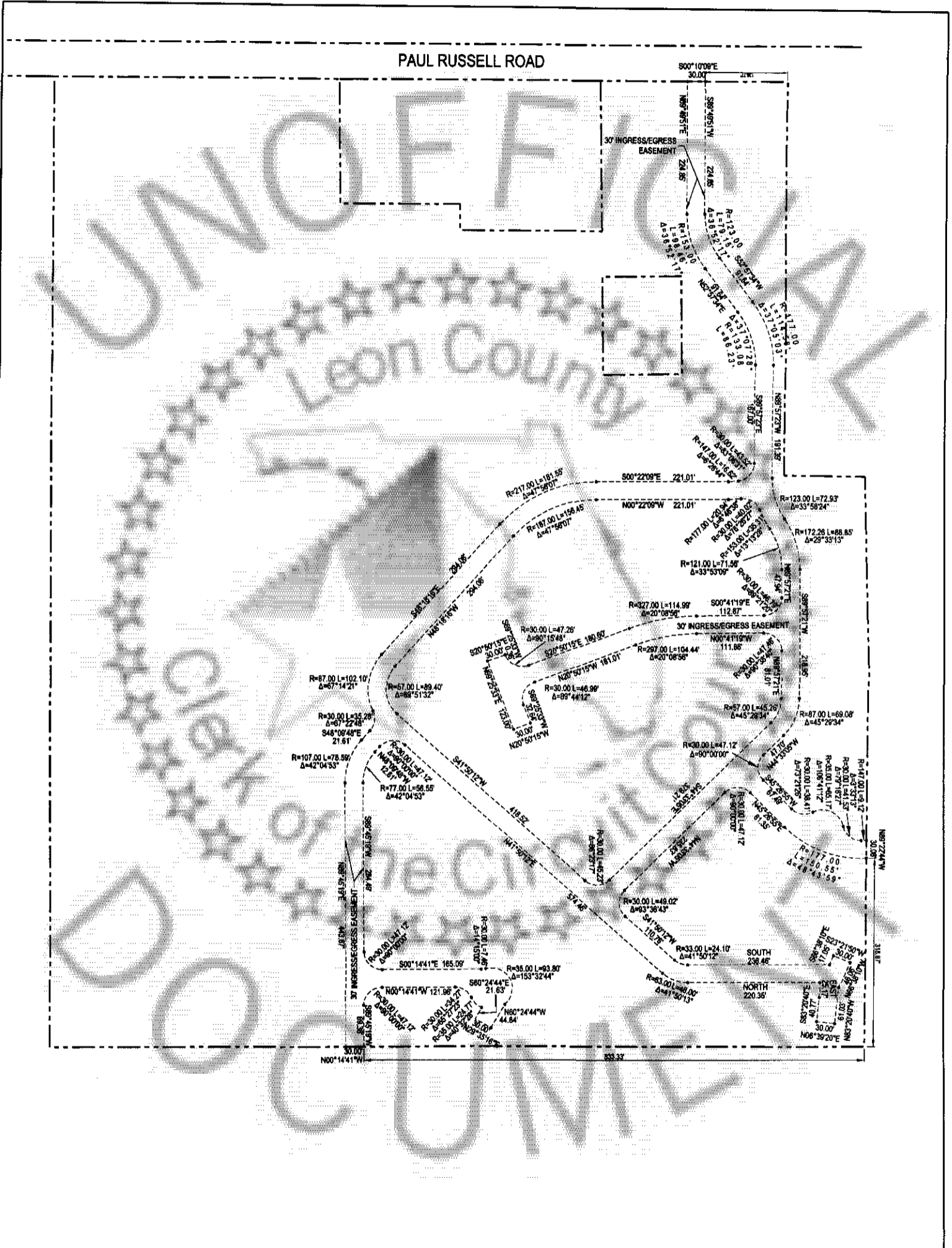
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	CONTRACT #	297.057	ARCHIVE
	DATE	09/09/04	DRAWN BY
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	CONSERVATION EASEMENTS LOCATION MAP AND LEGAL DESCRIPTIONS	
			7.0

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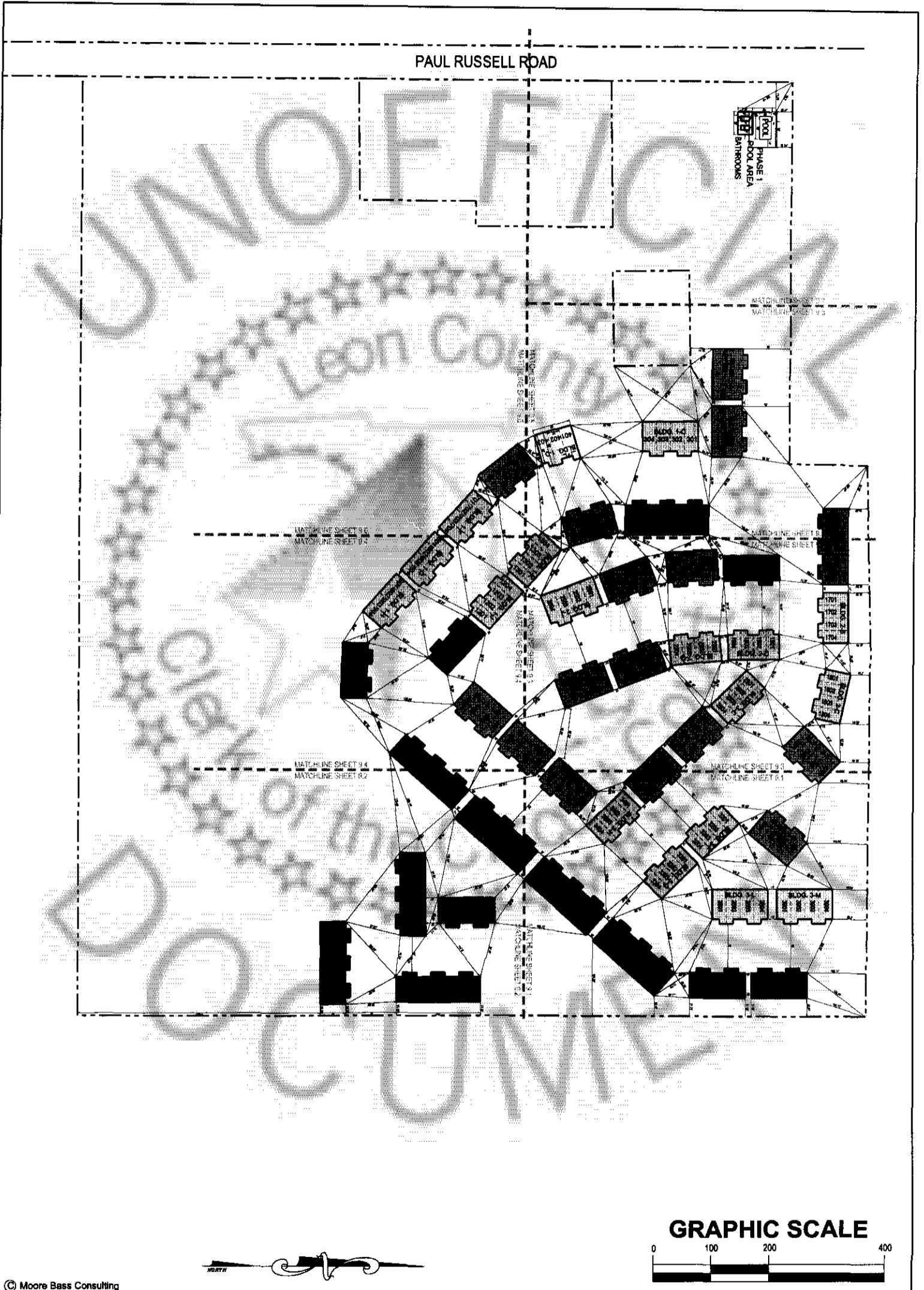
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CLIENT NAME
MONTE CRISTO OF TALLAHASSEE, INC.

FILE #	04-049	29757CONDO-REV.dwg
CONTRACT #	297.057	ARCHIVE
DATE	09/14/04	DRAWN BY
PROJECT NAME	BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE
		INGRESS/EGRESS EASEMENT MAP
		8.0

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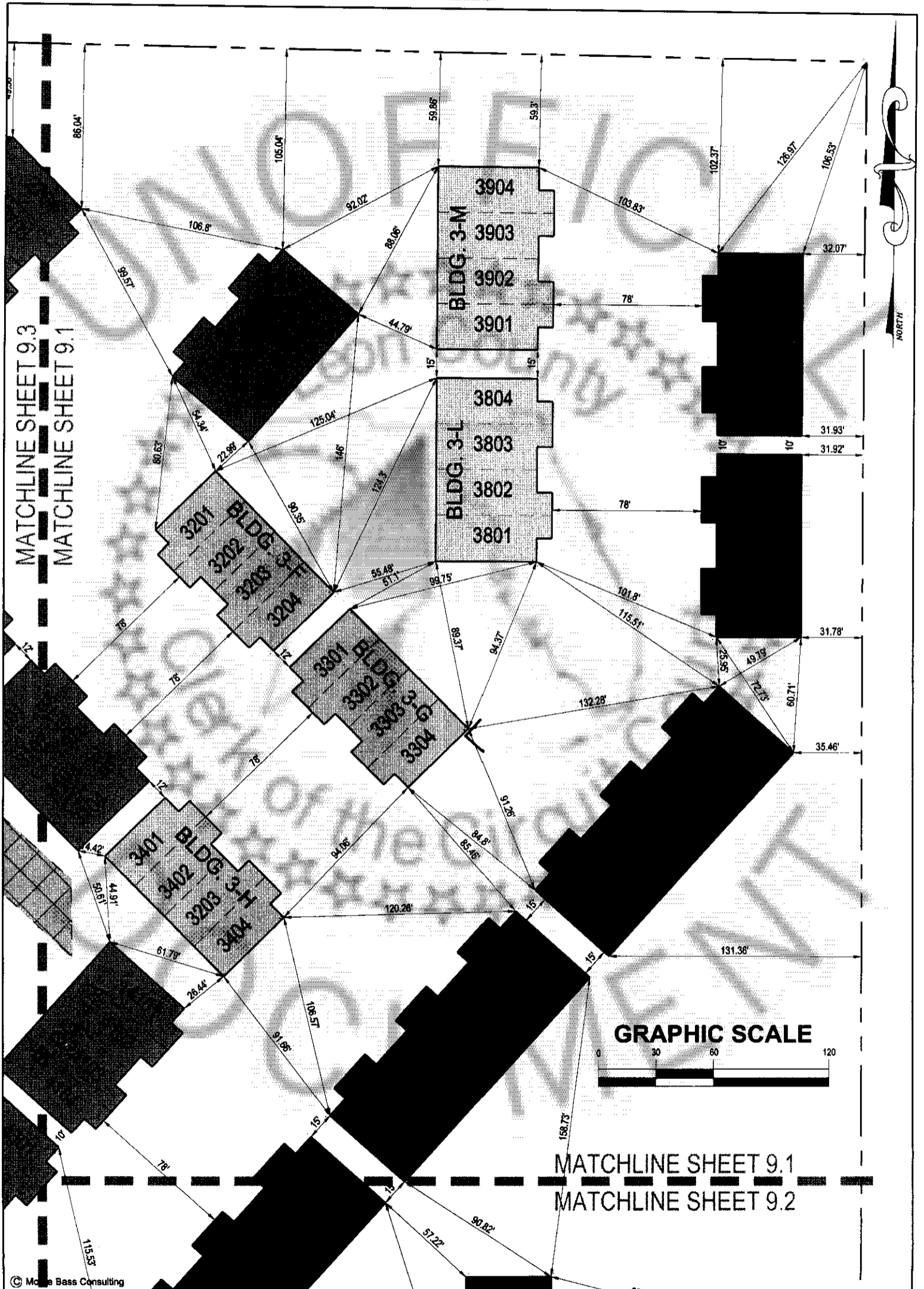
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CLIENT NAME
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FILE #	04-049	29757CONDO-REV.dwg
CONTRACT #	297.057	ARCHIVE
DATE	09/13/04	DRAWN BY WCT
PROJECT NAME	BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE
		OVERALL BUILDING LOCATION MAP
		9.0

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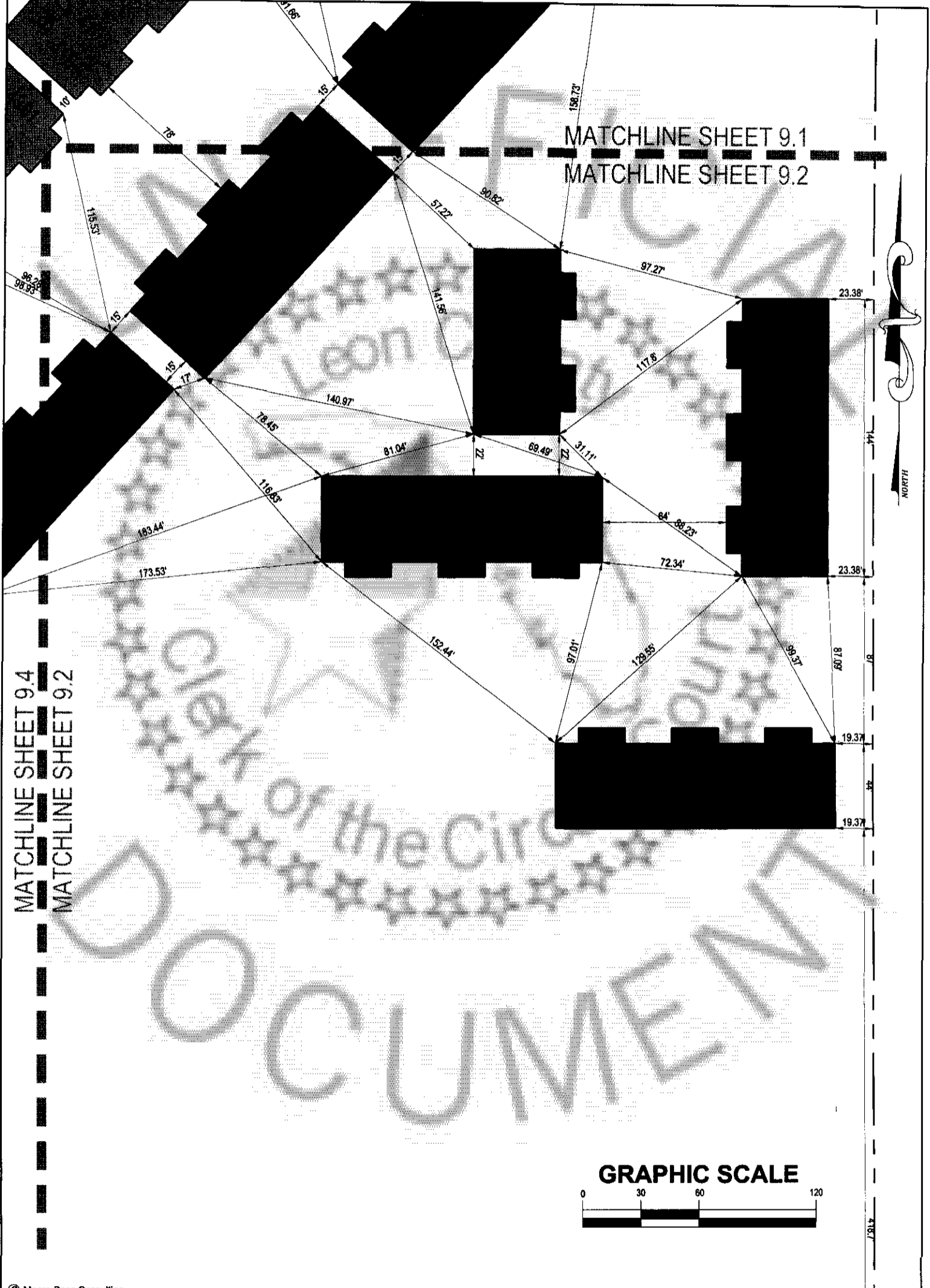


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FILE #	04-049	29757CONDO-REV.dwg
CONTRACT #	297.057	ARCHIVE
DATE	09/14/04	DRAWN BY
CLIENT NAME	PROJECT NAME	SHEET TITLE
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	BUILDING LOCATION DETAIL #1
		9.1

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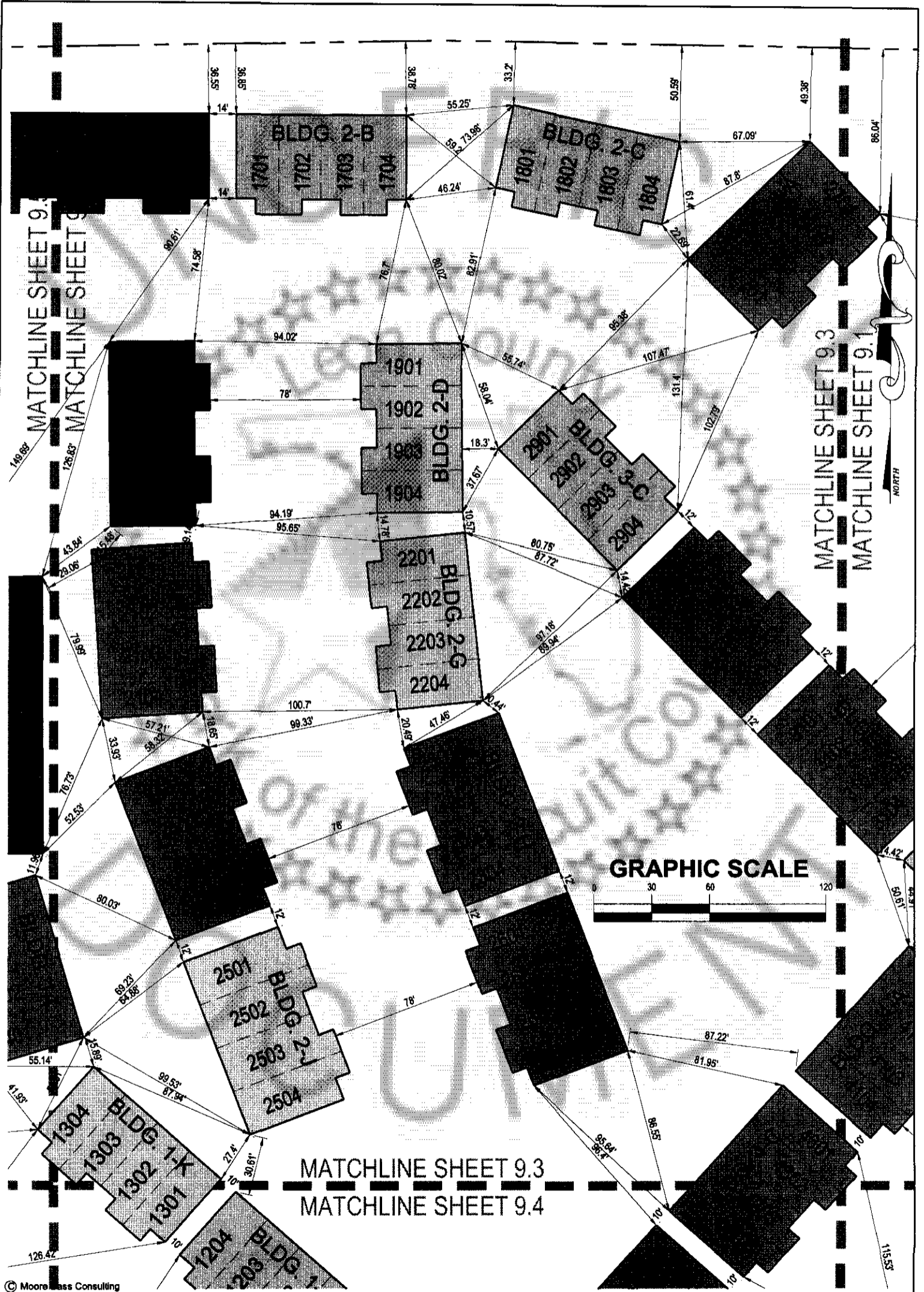
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CLIENT NAME MONTE CRISTO OF TALLAHASSEE, INC.	PROJECT NAME BRIGHTON PLACE CONDOMINIUMS	FILE # 04-049	29757CONDO-REV.dwg
		CONTRACT # 297.057	ARCHIVE
		DATE 09/14/04	DRAWN BY WCT
		SHEET TITLE BUILDING LOCATION DETAIL #2	9.2

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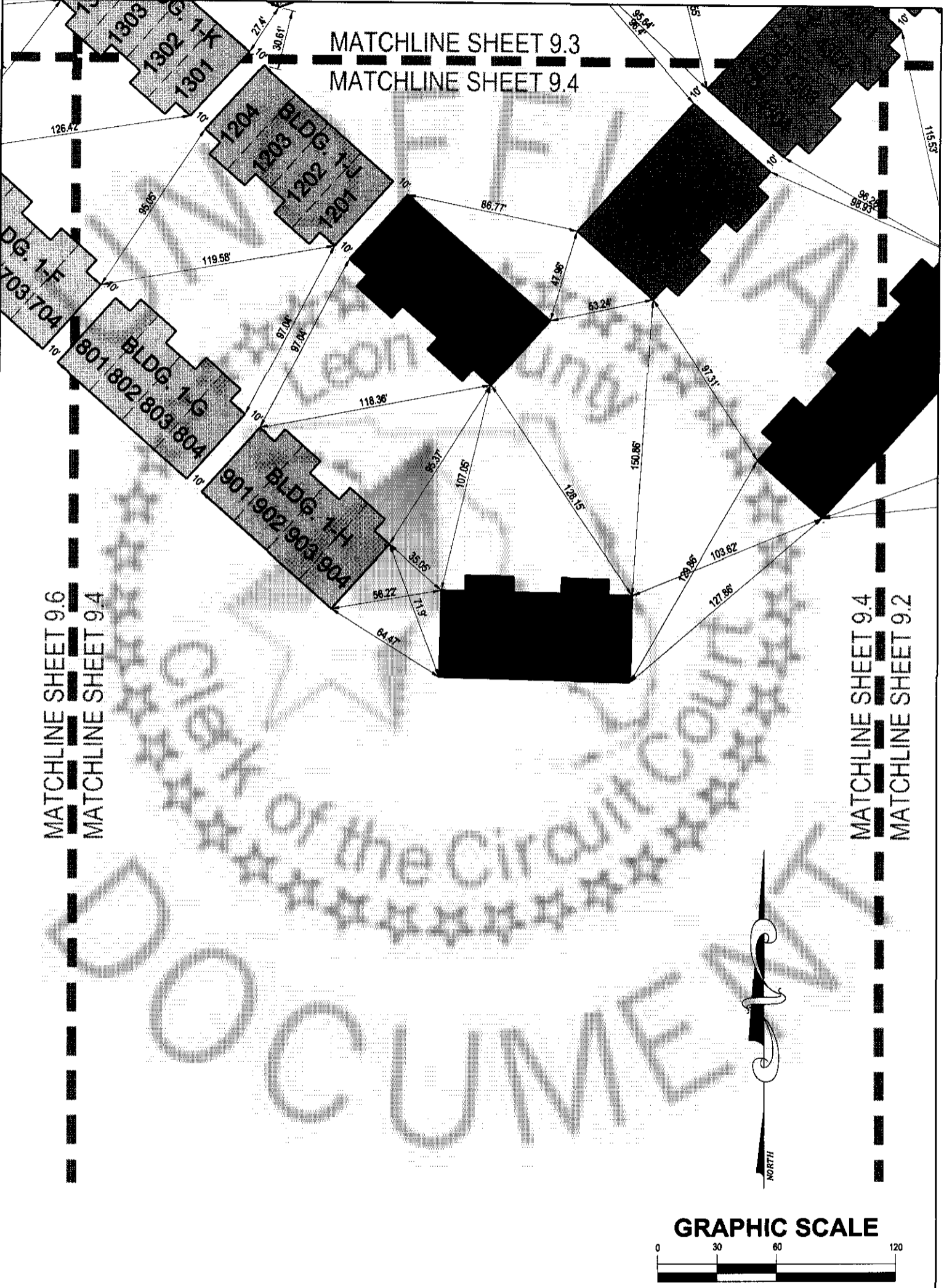
CLIENT NAME
MONTE CRISTO OF TALLAHASSEE, INC.

FILE # 04-049
CONTRACT # 297.057
DATE 09/14/04
PROJECT NAME
BRIGHTON PLACE CONDOMINIUMS

29757CONDO-REV.dwg
ARCHIVE
DRAWN BY WCT
SHEET TITLE
BUILDING LOCATION DETAIL #3
9.3

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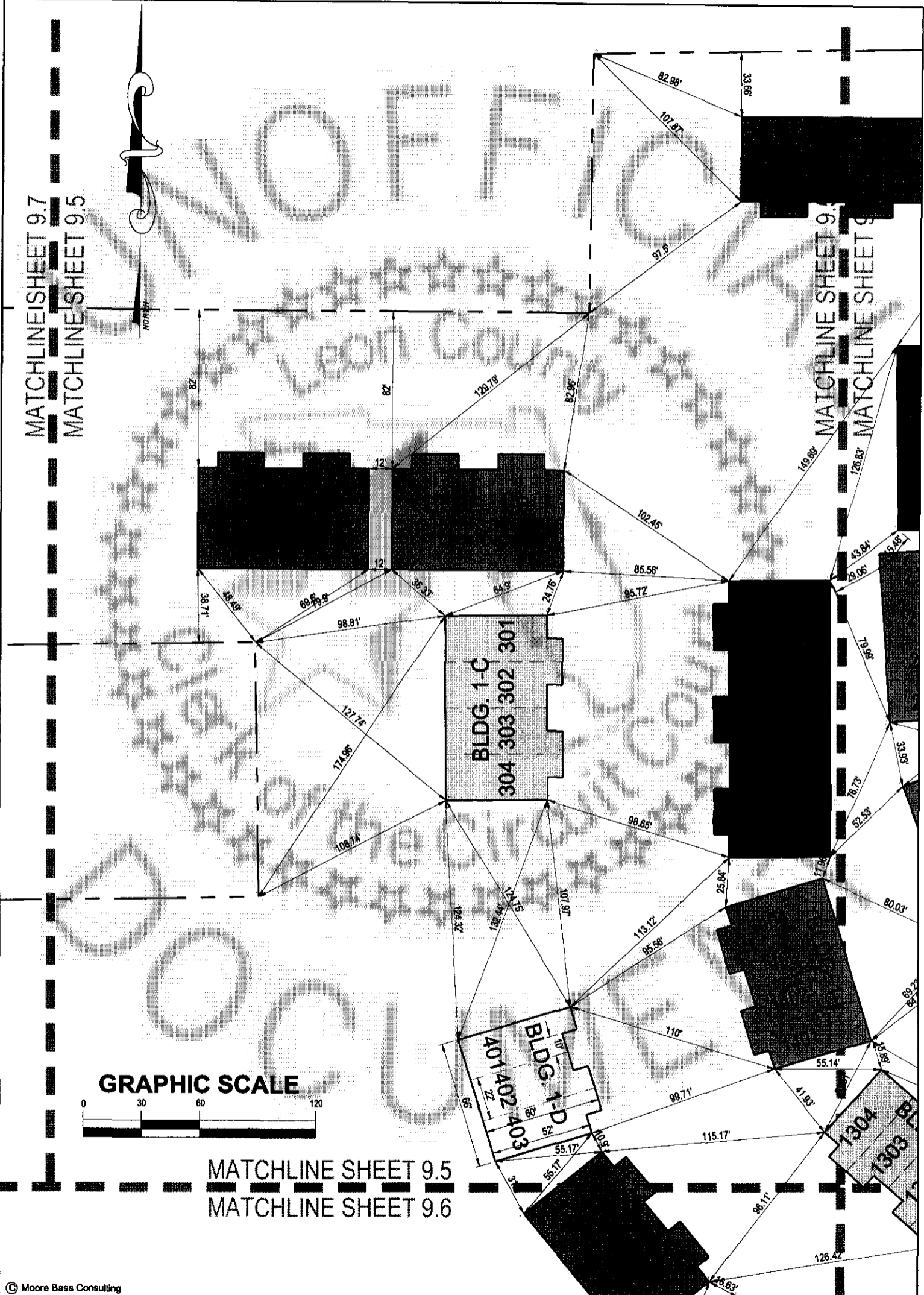
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CLIENT NAME MONTE CRISTO OF TALLAHASSEE, INC.	PROJECT NAME BRIGHTON PLACE CONDOMINIUMS	SHEET TITLE BUILDING LOCATION DETAIL #4	9.4
FILE # 04-049	CONTRACT # 297.057	DATE 09/14/04	ARCHIVE
		DRAWN BY	WCT

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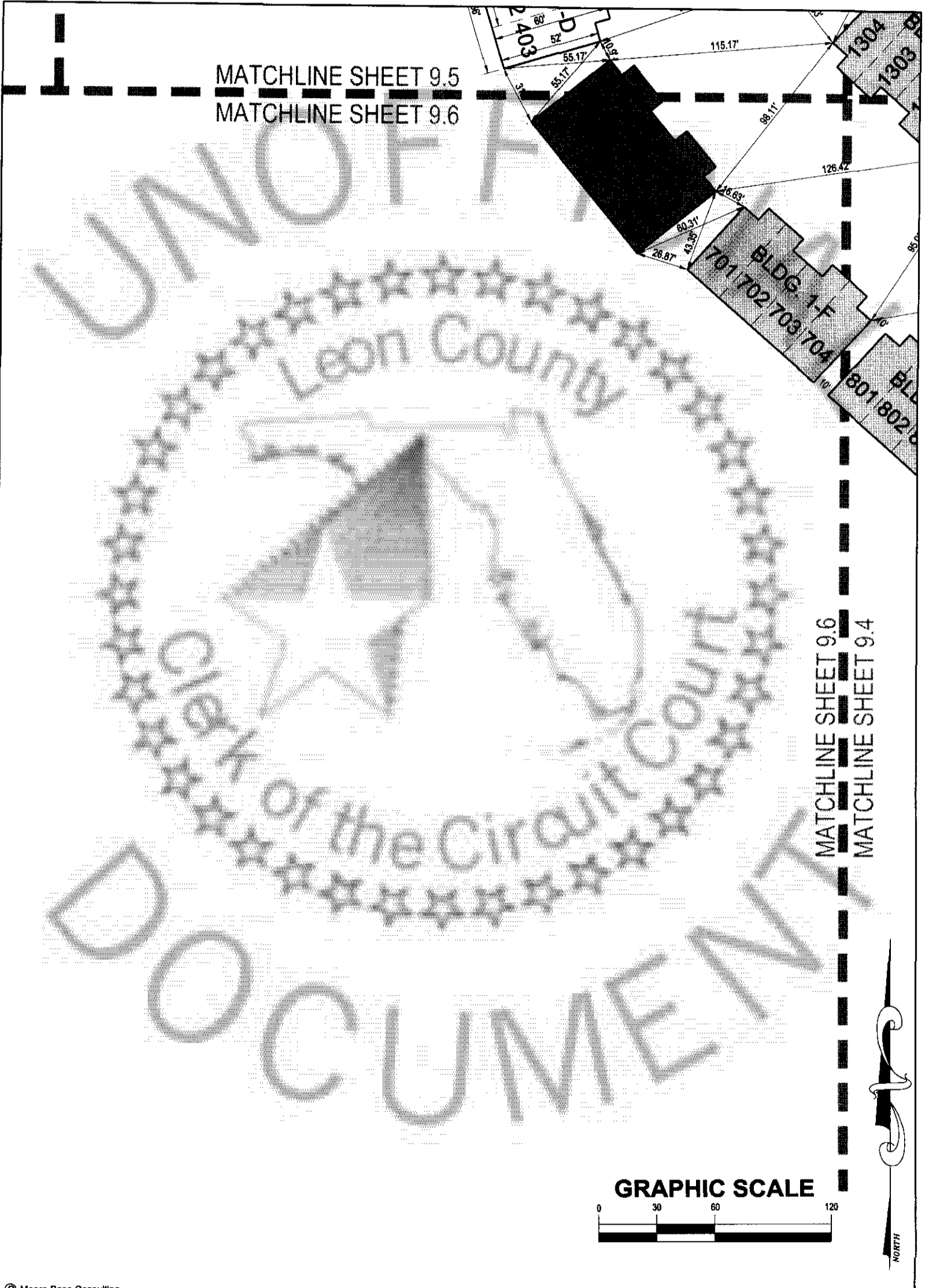
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	CONTRACT #	297.057	ARCHIVE
	DATE	09/14/04	DRAWN BY WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	BUILDING LOCATION DETAIL #5	9.5

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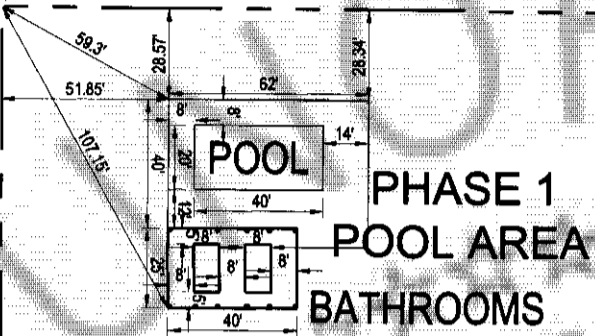
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	DATE	09/14/04	DRAWN BY
			WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	BUILDING LOCATION DETAIL #6	9.6

Moore Bass

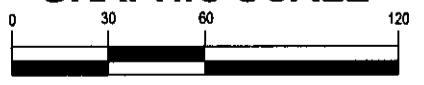
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MATCHLINE SHEET 9.7
MATCHLINE SHEET 9.5



GRAPHIC SCALE



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	DATE	09/14/04	DRAWN BY
			WCT
CLIENT NAME	PROJECT NAME	SHEET TITLE	
MONTE CRISTO OF TALLAHASSEE, INC.	BRIGHTON PLACE CONDOMINIUMS	BUILDING LOCATION DETAIL #7	9.7



Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

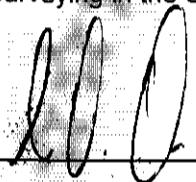
Brighton Place Condominiums
Conservation Easements
Legal Descriptions

Conservation Easement # 1

Commence at the Northwest corner of the Northwest Quarter of Section 9, Township 1 South, Range 1 East, Leon County, Florida, and run South 00 degrees 10 minutes 09 seconds East along the East right of way boundary of Paul Russell Road 132.06 feet, thence run South 89 degrees 57 minutes 23 seconds East 7.39 feet to the Point of Beginning. From said Point of Beginning continue South 89 degrees 57 minutes 23 seconds East 174.73 feet, thence run South 00 degrees 00 minutes 33 seconds East 20.00 feet, thence run North 89 degrees 57 minutes 23 seconds West 139.92 feet, thence run South 80.60 feet, thence run South 89 degrees 45 minutes 26 seconds West 12.19 feet, thence run North 44 degrees 39 minutes 54 seconds West 32.19 feet, thence run North 77.78 feet to the Point of Beginning containing 0.14 acre, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments, which could affect the boundaries.

I hereby certify that the legal description shown herein meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 61G17-6).


08-25-04

Larry D. Davis
Registered Land Survey No. 5254
Moore Bass Consulting, INC. L.B. No. 7245
805 North Gadsden Street
Tallahassee, Florida 32303



Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

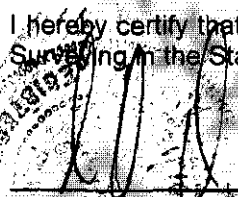
Brighton Place Condominiums
Conservation Easements
Legal Descriptions

Conservation Easement #2

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08-25-04
Larry D. Davis
Registered Land Survey No. 5254
Moore Bass Consulting, INC. L.B. No. 7245
805 North Gadsden Street
Tallahassee, Florida 32303



Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

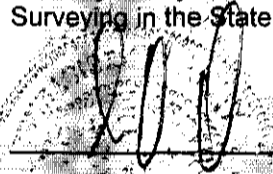
Brighton Place Condominiums
Conservation Easements
Legal Descriptions

Conservation Easement #3:

Commence at the Northwest corner of the Northwest Quarter of Section 9, Township 1 South, Range 1 East, Leon County, Florida, and run South 00 degrees 10 minutes 09 seconds East along the East right of way boundary of Paul Russell Road 132.06 feet, thence run South 89 degrees 57 minutes 23 seconds East 666.24 feet, thence run East 354.16 feet, thence run South 190.33 feet to the Point of Beginning. From said Point of Beginning run South 44 degrees 48 minutes 38 seconds East 65.01 feet, thence run South 01 degree 02 minutes 57 seconds East 55.85 feet, thence run South 76 degrees 27 minutes 14 seconds East 54.82 feet, thence run South 01 degrees 32 minutes 06 seconds West 128.10 feet, thence run North 49 degrees 36 minutes 05 seconds East 82.71 feet, thence run North 00 degrees 51 minutes 05 seconds West 78.77 feet, thence run South 47 degrees 53 minutes 16 seconds East 54.66 feet, thence run North 00 degrees 50 minutes 03 seconds West 40.76 feet, thence run North 47 degrees 53 minutes 41 seconds West 160.12 feet, thence run South 89 degrees 17 minutes 54 seconds West 79.69 feet to the Point of Beginning, containing 0.43 acres, more or less.

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Registered Land Survey No. 5254
Moore Bass Consulting, INC. L.B. No. 7245
805 North Gadsden Street
Tallahassee, Florida 32303

Moore Bass

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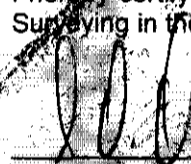
Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

Brighton Place Condominiums
Access & Utility Easement
Legal Description

Commence at the Northwest corner of the Northwest Quarter of Section 9, Township 1 South, Range 1 East, Leon County, Florida, and run South 00 degrees 10 minutes 09 seconds East along the East right of way boundary of Paul Russell Road 268.83 feet to the Point of Beginning. From said Point of Beginning run North 89 degrees 49 minutes 51 seconds East 224.85 feet to a point of curve to the left, thence run along said curve with a radius of 123.00 feet, through a central angle of 35 degrees 29 minutes 10 seconds, for an arc distance of 76.18 feet to a point of reverse curve, thence run along said curve with a radius of 40.00 feet, through a central angle of 124 degrees 45 minutes 51 seconds, for an arc distance of 87.10 feet, thence run South 00 degrees 53 minutes 28 seconds East 29.78 feet, thence run South 89 degrees 06 minutes 32 seconds West 30.00 feet, thence run North 00 degrees 53 minutes 28 seconds West 29.78 feet to a point of curve to the left, thence run along said curve with a radius of 10.00 feet, through a central angle of 124 degrees 45 minutes 51 seconds, for an arc distance of 21.78 feet to a point of reverse curve, thence run along said curve with a radius of 153.00 feet, through a central angle of 35 degrees 29 minutes 10 seconds, for an arc distance of 94.76 feet, thence run South 89 degrees 49 minutes 51 seconds West 224.85 feet to a point on said east right of way boundary of Paul Russell Road, thence run North 00 degrees 10 minutes 09 seconds West along said right of way 30.00 feet to the Point of Beginning.

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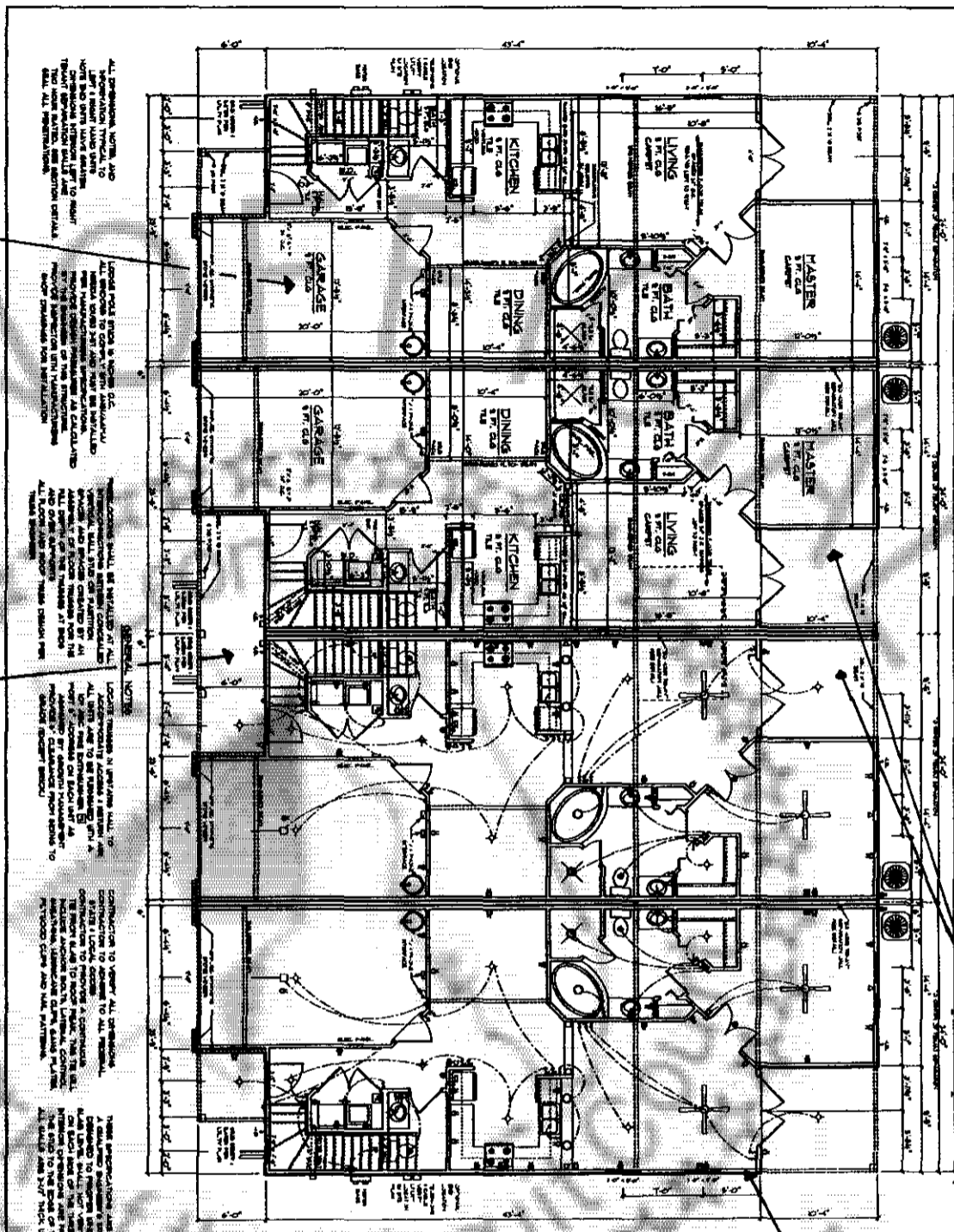
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Registered Land Survey No. 5254
Moore Bass Consulting, INC. L.B. No. 7245
805 North Gadsden Street
Tallahassee, Florida 32303

DOWNSTAIRS FLOOR - ELECTRICAL PLAN



Garages are included within unit boundaries

Front Porch/Patio (limited common element)

Rear porch/patio (limited common element)

Unit Boundary Line
INDIVIDUAL UNITS ARE IDENTICAL REGARDLESS OF THE NUMBER OF UNITS IN THE BUILDING CONFIGURATIONS.

ELECTRICAL NOTES:
ALL SYMBOLS POINT AND EXPLANATIONS
ALL UNITS, BATHROOM, GARAGE, PORCH, STAIRS, ELEVATOR ROOM, PULLS AND GFCI, ALL ELECTRICAL CIRCUITS ARE 120V/240V, INTERLOCKING PANELS.

SYMBOL	EXPLANATION
	ELECTRICAL PANEL
	OUTLET
	SWITCH
	LIGHT
	DOOR OPENER
	GARAGE DOOR OPENER
	GARAGE OUTLET
	LIVING AREA OUTLET
	KITCHEN OUTLET
	BATHROOM OUTLET
	BEDROOM OUTLET
	HALLWAY OUTLET
	STAIRS OUTLET
	ELEVATOR ROOM OUTLET
	PORCH/PATIO OUTLET
	GARAGE OUTLET

GENERAL NOTES:
 1. LOCATIONS OF ALL ELECTRICAL PANELS, SWITCHES, OUTLETS, LIGHTS AND OTHER ELECTRICAL EQUIPMENT SHALL BE AS SHOWN ON THIS PLAN.
 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES.
 4. ALL ELECTRICAL WORK SHALL BE COMPLETED PRIOR TO THE START OF THE FINISH WORK.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING WORK.
 6. ALL ELECTRICAL WORK SHALL BE COMPLETED PRIOR TO THE START OF THE FINISH WORK.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING WORK.
 8. ALL ELECTRICAL WORK SHALL BE COMPLETED PRIOR TO THE START OF THE FINISH WORK.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF ALL EXISTING WORK.
 10. ALL ELECTRICAL WORK SHALL BE COMPLETED PRIOR TO THE START OF THE FINISH WORK.

FOUR

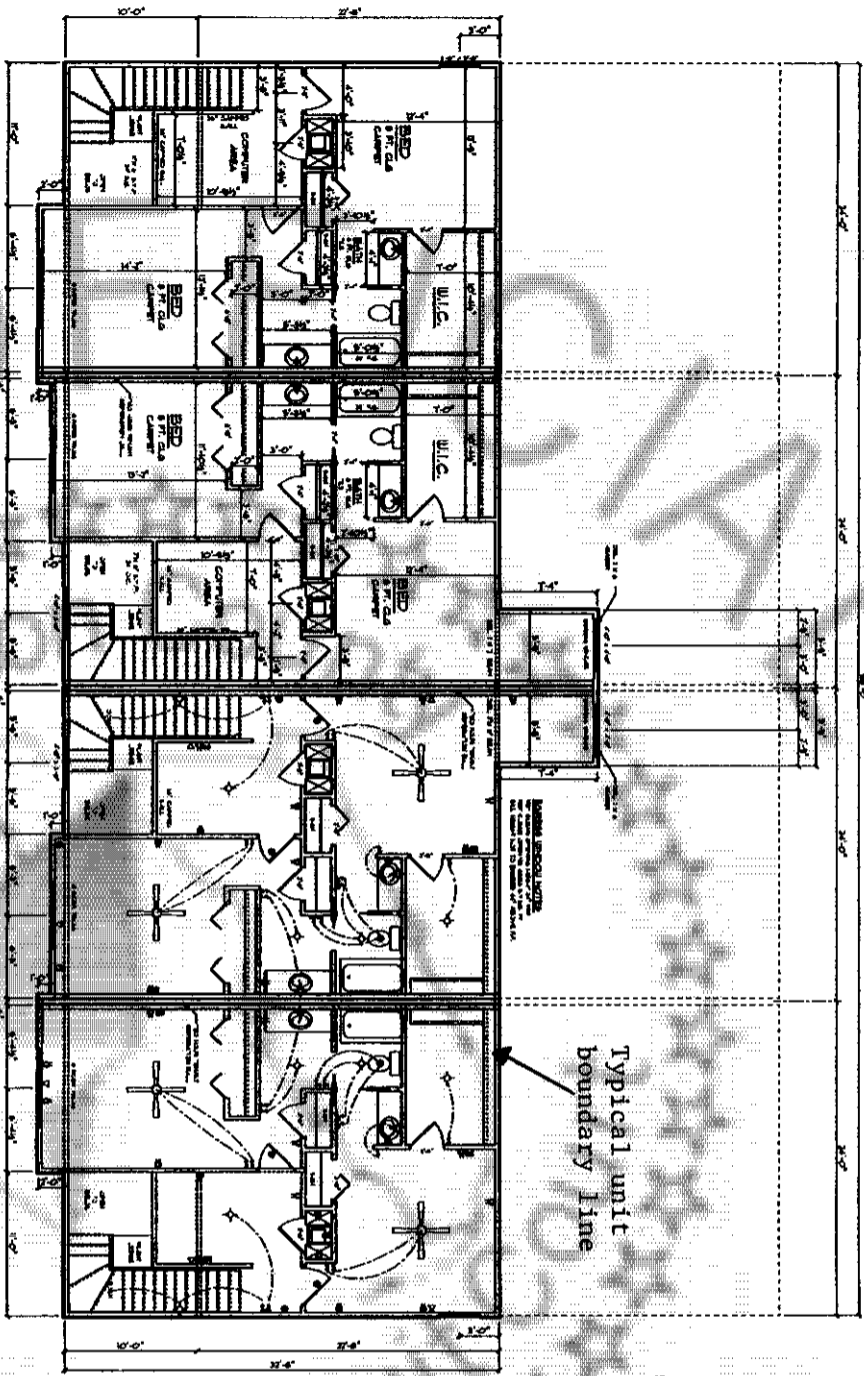
MONTE CRISTO OF TALLAHASSEE, INC.

BRIGHTON PLACE CONDOMINIUMS OPTION A

DP

DEAN PALMER, ARCHITECTS
 24439 DOC KARELAS DRIVE
 NEWBERRY, FLORIDA 32665
 352-665-0686

UPSTAIRS FLOOR 4 ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



Typical unit boundary line

INDIVIDUAL UNITS ARE IDENTICAL, REGARDLESS OF THE NUMBER OF UNITS IN THE BUILDING CONFIGURATION.

SYMBOL	DESCRIPTION
	ELECTRICAL PANEL
	CABLE TV OUTLET
	OUTLET
	OUTLET 200V
	POWER DISTRIBUTION
	SWITCH
	TELEPHONE

ELECTRICAL NOTES
 ALL SWITCHES FUSED AND UNDERGROUND.
 ALL CIRCUIT BREAKERS, CABLES, PANELS, AND CONDUITS SHALL BE LISTED AND APPROVED BY THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REQUIREMENTS.

GENERAL NOTES
 ALL DIMENSIONS, NOTES, AND INFORMATION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REQUIREMENTS.
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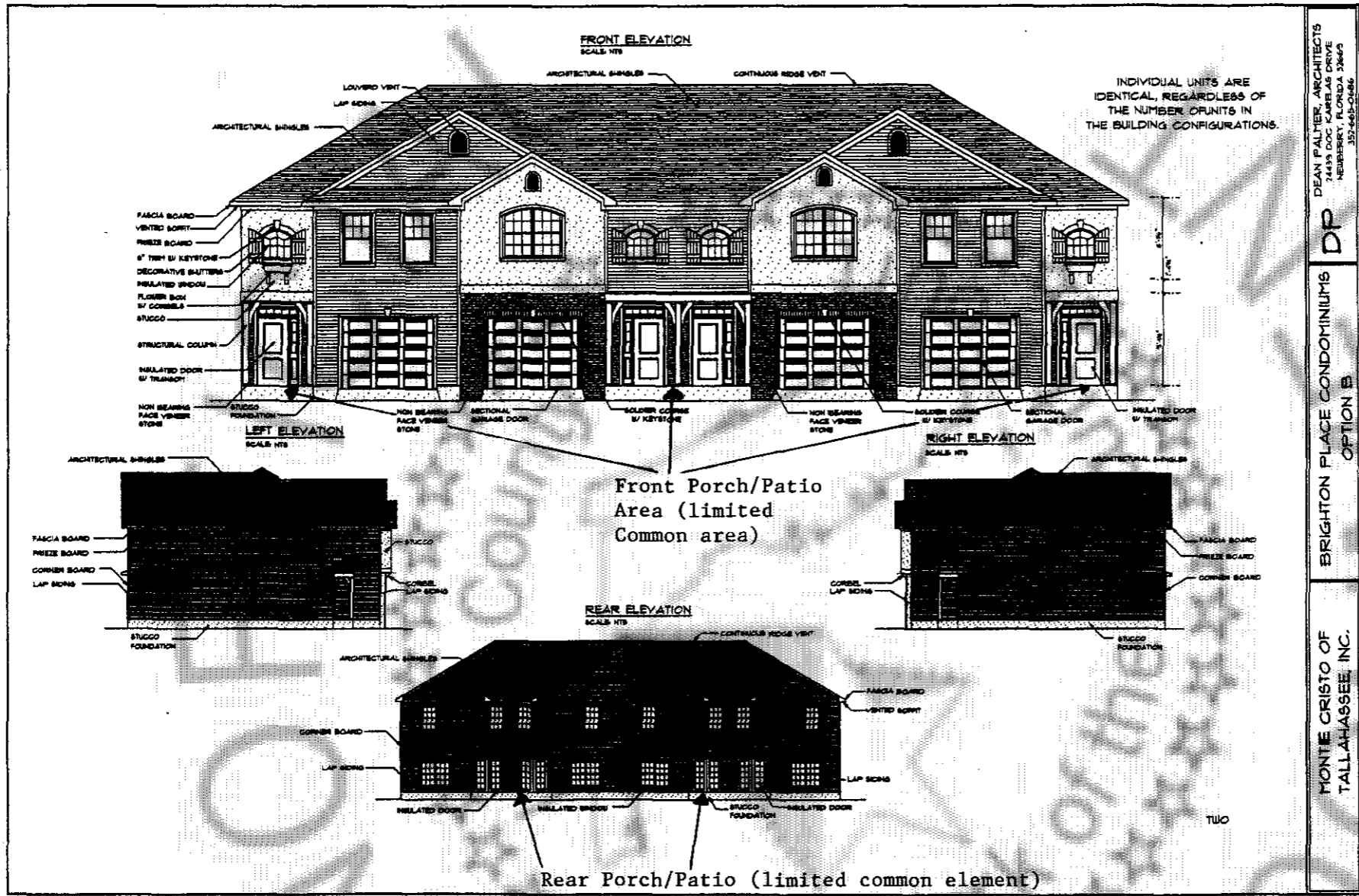
FIVE

MONTE CRISTO OF TALLAHASSEE, INC.

BRIGHTON PLACE CONDOMINIUMS OPTION A

DP

DEAN PALMER, ARCHITECTS
 24435 DOC KARELAS DRIVE
 NEUBERRY, FLORIDA 32669
 352-665-0666



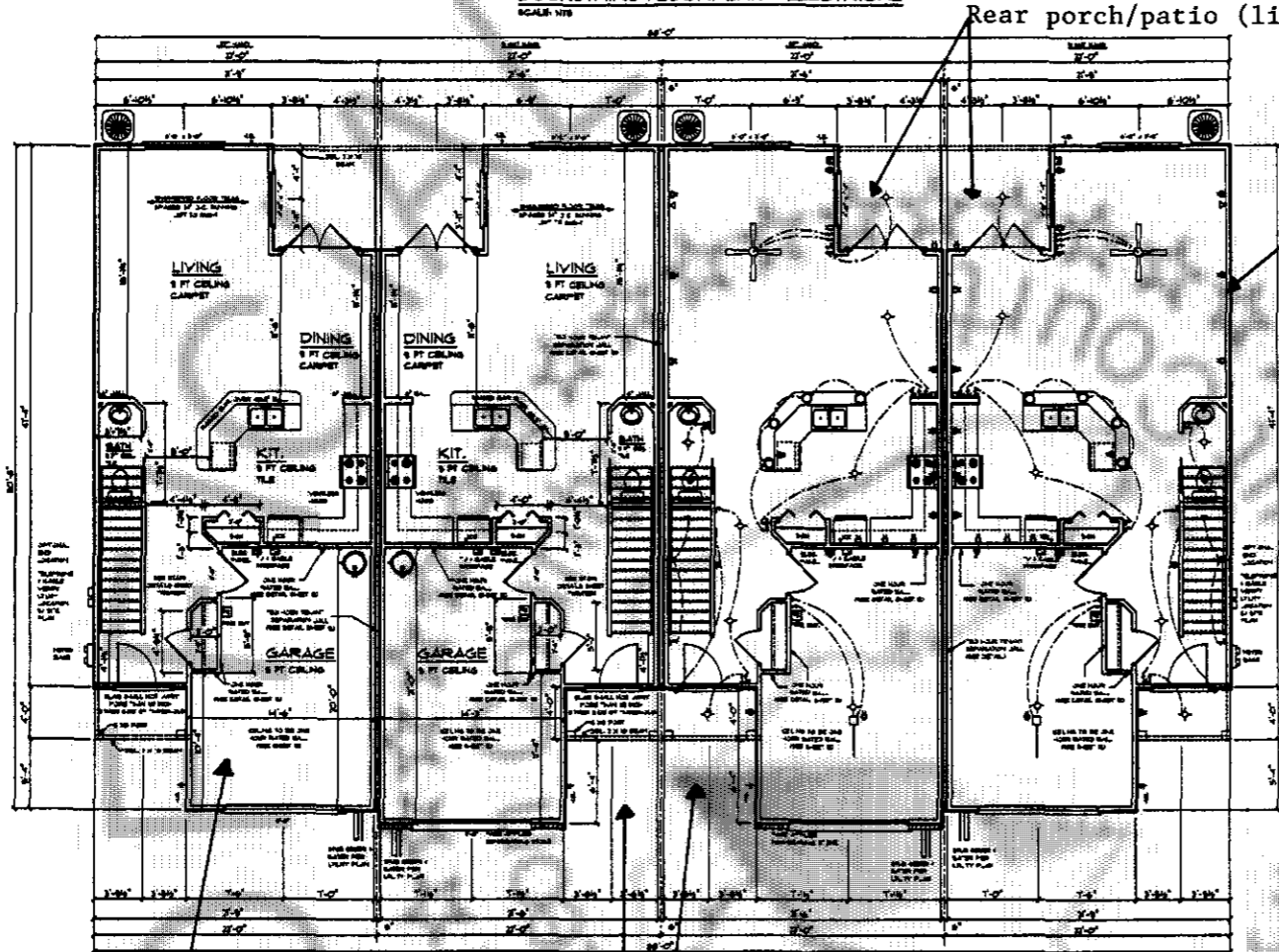
DEAN FALTER, ARCHITECTS
74499 DOC KAMRAB DRIVE
NEUBERRY, FLORIDA 32649
352-668-0886

DP

BRIGHTON PLACE CONDOMINIUMS
OPTION B

MONTE CRISTO OF
TALLAHASSEE, INC.

DOWNSTAIRS FLOORPLAN & ELECTRICAL
SCALE: NTS



Rear porch/patio (limited common element)
INDIVIDUAL UNITS ARE IDENTICAL REGARDLESS OF THE NUMBER OF UNITS IN THE BUILDING CONFIGURATIONS.

Typical unit boundary line

ELECTRICAL NOTES

- ALL EXTERIOR PLUGS ARE WATERPROOF.
- ALL KITCHEN, BATHROOM, GARAGE, PORCH, STORAGE & UTILITY ROOM PLUGS ARE GFCI.
- ALL BEDROOM CIRCUITS ARE ARC-Fault Interrupter Protected.

ELECTRICAL	SYMBOL
CEILING FAN W/ SLOPE	
DOUBLE SPOTLIGHT	
ELECTRICAL PANEL	
GARAGE DOOR OPENER	
CABLE TV OUTLET	
GFIPE	
DOORBELL	
FAN	
LIGHT	
OUTLET	
OUTLET 20V	
RECESSED LIGHT	
SMOKE DETECTOR	
SWITCH	
SWITCH 3 WAY	
TELEPHONE	

ALL DIMENSIONS, NOTES AND INFORMATION TYPICAL TO LEFT & RIGHT HAND UNITS. NOTES SHD UNITS HAVE GREATER DIMENSIONS. INTERIOR LEFT TO RIGHT TENANT SEPARATION WALLS ARE TWO HOUR RATED, SEE SECTION DETAILS. SEAL ALL PENETRATIONS. LOCKER POLE STUDS 1/2 INCHES O.C.

WIND LOAD COMPLIANCE PER ENGINEER'S SPECIFICATIONS. ALL BRIDGES TO COMPLY WITH AMERICAN WOODS DESIGN SET, AND MUST BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. PROVIDE DESIGN PRESSURES AS CALCULATED BY THE ENGINEER OF THIS STRUCTURE. PROVIDE MANUFACTURER WITH MANUFACTURER'S SHOP DRAWINGS FOR INSTALLATION.

REBLOCINGS SHALL BE INSTALLED AT ALL INTERSECTIONS BETWEEN CONCRETE VERTICAL BALKS AND PARTITION SPACERS AND SPACERS CREATED BY AN ASSEMBLY OF FLOOR TRUSSES FOR THE FULL DEPTH OF THE TRUSSES AT BULK AND OVER SUPPORTS. ALL FLOOR AND ROOF TRUSSES DESIGN PER TRUSS MANUFACTURER.

GENERAL NOTES
LOCATE TRUSSES IN UPSTAIRS HALL TO ACCOMMODATE ACCESS & RETURN AIR. ALL UNITS ARE TO BE FURNISHED WITH A 20 AMP PER UNIT BREAKER (2) PER 2' ADDRESS ON EACH UNIT AS APPROVED BY GROWTH MANAGEMENT. PROVIDE 1" CLEARANCE FROM SIDING TO GRADE (EXCEPT BRICK).

CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO ADHERE TO ALL FEDERAL, STATE & LOCAL CODES. CONTRACTOR TO PROVIDE A CONTRACTOR'S TRIM FROM BLIND TO ROOF PEAK. TRIM TRIM SHALL INCLUDE ANCHOR BOLTS, LATERAL CONTROL SHEATHING, HURRICANE CLIPS, GAMB PLATES, PLYWOOD CLIPS AND NAIL PATTERNS.

THESE SPECIFICATIONS ARE TO BE DEIGNED BY A QUALIFIED ENGINEER'S AND ANALYSED. DESIGN TO PROPER WIND LOADS. BLANK LEVELS SHALL NOT VARY MORE THAN 1/4" ON EACH SIDE OF THE THRESHOLD. INTERIOR DIMENSIONS ARE FROM THE EDGE OF THE STUD TO THE EDGE OF THE STUD. ALL WALLS ARE 3/4" THICK UNLESS NOTED.

Garages are included within unit boundaries

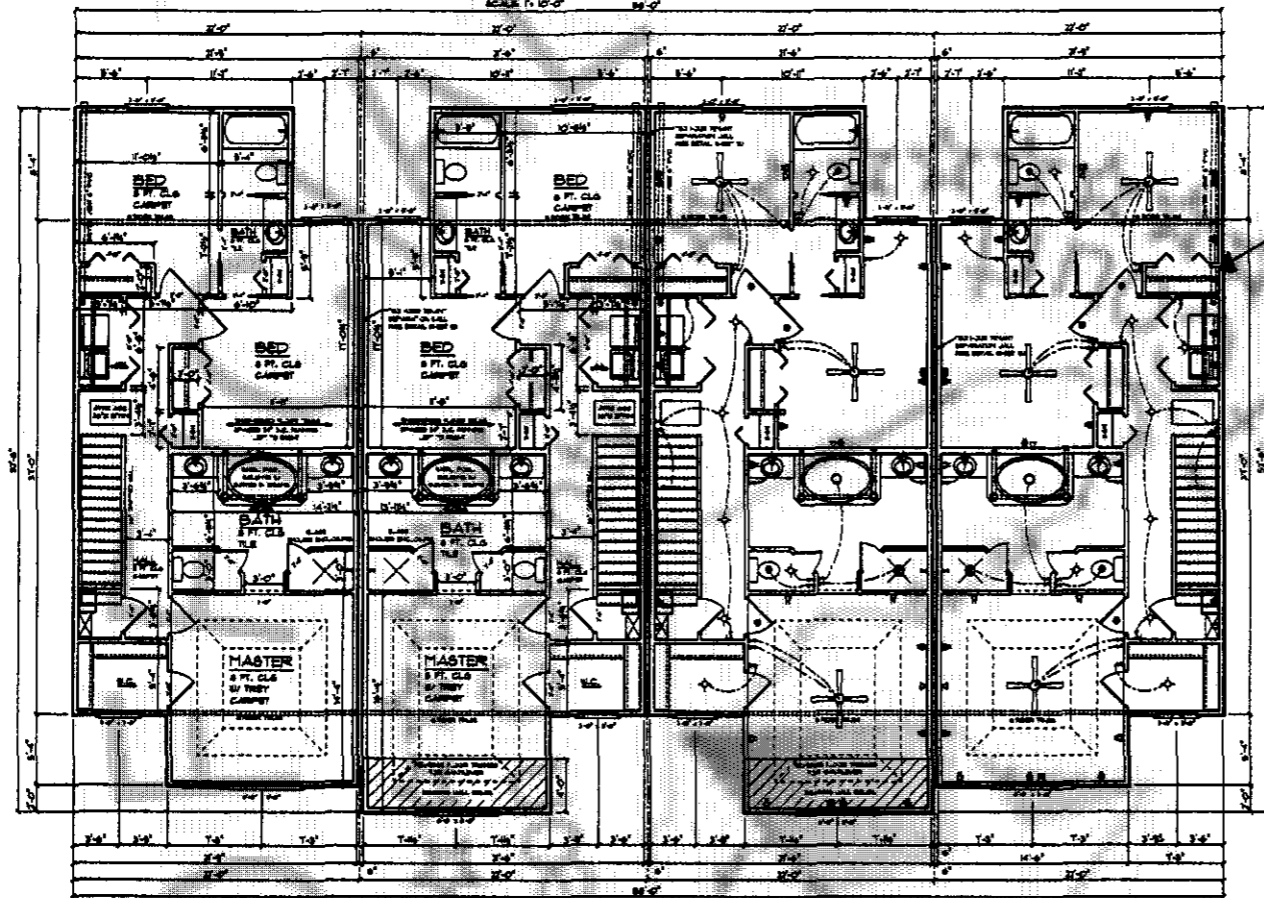
Front Porch/Patio (limited common element)

DEAN PALMER, ARCHITECTS
24439 DOC KARELAS DRIVE
NEWMERY, FLORIDA 32669
352-645-0666

BRIGHTON PLACE CONDOMINIUMS DP
OPTION B

MONTE CRISTO OF TALLAHASSEE, INC.

UPSTAIRS FLOORPLAN & ELECTRICAL



INDIVIDUAL UNITS ARE IDENTICAL, REGARDLESS OF THE NUMBER OF UNITS IN THE BUILDING CONFIGURATIONS.

Typical unit boundary line

ELECTRICAL NOTES

ALL EXTERIOR PLUGS ARE WATERPROOF.
 ALL KITCHEN, BATHROOM, GARAGE, PORCH, STORAGE & UTILITY ROOM PLUGS ARE SFC.
 ALL BEDROOM CIRCUITS ARE ARC-FULT INTERRUPTER PROTECTED.

ELECTRICAL	SYMBOL
CENTRAL FAN BY GLOBE	
CABLE TV OUTLET	
FAN	
LIGHT	
OUTLET	
OUTLET 200V	
NECESSARY LIGHT	
SMOKE DETECTOR	
SWITCH	
SWITCH 3-WAY	
TELEPHONE	

GENERAL NOTES

ALL DIMENSIONAL NOTES AND INFORMATION TYPICAL TO LEFT & RIGHT HAND UNITS. NOTE END UNITS HAVE GREATER DIMENSIONS INTERIOR LEFT TO RIGHT. TRIMARY SEPARATION WALLS ARE TWO HOUR RATED. SEE SECTION DETAILS. SEAL ALL PENETRATIONS. LOADS POLE STUDS 1/2 INCHES O.C.

WIND LOAD COMPLIANCE PER ENGINEER SPECIFICATIONS. ALL UNITS TO COMPLY WITH ANSHAMANA/MIAMI CODES SET AND MUST BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. PROVIDE DRAIN PRESSURES AS CALCULATED BY THE ENGINEER OF THIS STRUCTURE. PROVIDE INFORMATION WITH MANUFACTURER'S SHOP DRAWINGS FOR INSTALLATION.

PRELUMEN SHALL BE INSTALLED AT ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL WALL STUD OR PARTITION SPACES AND SPACES CREATED BY AN ASSEMBLY OF FLOOR TRUSSES FOR THE FULL DEPTH OF THE TRUSSES AT BEDS AND OVER RECEPTS. ALL FLOOR AND ROOF TRUSS DESIGN PER TRUSS ENGINEER.

LOCATE TRUSSES IN UPSTAIRS HALL TO ACCOMMODATE ACCESS & RETURN AIR. ALL UNITS ARE TO BE FINISHED WITH A 1/2" ABC FIRE RATED PARTITION ON EACH UNIT AS ADVISED BY GROUND MANAGEMENT. PROVIDE 2" CLEARANCE FROM SOLOS TO GLAZE (EXCEPT BRICK).

CONTRACTOR TO VERIFY ALL DIMENSIONS. CONTRACTOR TO ADHERE TO ALL FEDERAL, STATE & LOCAL CODES. CONTRACTOR TO PROVIDE A CONTINUOUS 1/2" FROM SLAB TO ROOF FLOOR. THIS IS TO INCLUDE ANCHOR BOLTS, LATERAL CONTROL BRACKETS, HURRICANE CLIPS, SAND PLATES, PLYWOOD CLIPS AND NAIL PATTERNS.

THESE SPECIFICATIONS ARE TO BE OBTAINED BY A QUALIFIED ENGINEER'S SIGNATURE. DESIGNED TO PROPER WIND LOAD. SLAB LEVEL SHALL NOT VARY MORE THAN 1/4" ON EACH SIDE OF THE THRESHOLD. INTERIOR DIMENSIONS ARE FROM THE EDGE OF THE STUD TO THE EDGE OF THE STUD. ALL WALLS ARE 3/4" THICK UNLESS NOTED.

DEAN PALMER, ARCHITECTS
 24455 DOC KARELAS DRIVE
 NUMBER 3, FLORIDA 32643
 352-463-0686

BRIGHTON PLACE CONDOMINIUMS
 OPTION B

MONTE CRISTO OF
 TALLAHASSEE, INC.

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04 SEP -8 11:11:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

of

BRIGHTON PLACE CONDOMINIUMS ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

[Exhibit "B" to the Declaration of Condominium of Brighton Place Condominiums]

THE UNDERSIGNED hereby associate themselves together for the Purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I
NAMES AND ADDRESSES

§ 1.1. Corporation. The name of the corporation shall be BRIGHTON PLACE CONDOMINIUMS ASSOCIATION, INC. For convenience this corporation shall be referred to herein as the "Association".

§ 1.2. Incorporator. The name and address of the incorporator of these Articles of Incorporation is as follows: Monte Cristo of Tallahassee, Inc., a Florida Corporation, 2811-E Industrial Plaza, Tallahassee, FL 32301.

§ 1.3. Principal Office. The address of the principal office of the Association is as follows: 2811-E Industrial Plaza, TALLAHASSEE, FL 32301.

§ 1.4. Registered Agent. The association hereby appoints MEHRDAD GHAZVINI as its Registered Agent to accept service of process within this state, with the Registered Office located at 2811-E Industrial Plaza, Tallahassee, FL 32301.

ARTICLE II
DEFINITIONS & PURPOSES

§ 2.1. Terms. Unless otherwise defined herein, terms shall have the same meaning given such terms in the Declaration (as defined below).

§ 2.2. Purpose. The purposes for which the Association is organized is to manage, operate and maintain the condominium to be known as BRIGHTON PLACE CONDOMINIUMS, hereinafter referred to as the "condominium", in accordance with the DECLARATION OF CONDOMINIUM OF BRIGHTON PLACE CONDOMINIUMS (hereinafter the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

§ 2.3. Stock and Profits. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III
POWERS

§ 3.1. Common Law & Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

§ 3.2. Other Powers. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.
- (b) To use the Proceeds of assessments in the exercise of its powers and duties.

- (c) To maintain, manage, repair, replace and operate the Condominium property.
- (d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.
- (e) To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.
- (f) To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.
- (g) Pursuant to the terms of the Declaration, to contract for the management of the Condominium and the delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents and applicable law to have approval of the board of directors or the members of the Association.

§ 3.3. Funds & Titles to Property. All funds and the titles to all Property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

§ 3.4. Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE IV
MEMBERS

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

§ 4.1. Owners. All Owners shall be members of this Association, and no other persons or entities shall be entitled to membership. The Owner(s) shall be entitled to vote in accordance with the Bylaws.

§ 4.2. Changes. Changes in membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is situated, a Deed or other instrument establishing a change of record title to a Unit in the Condominium, and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

§ 4.3. Assignment & Transfer. The share of a member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

**ARTICLE V
DIRECTORS**

§ 5.1. Number of Board Members. The affairs of the Association will be managed by a board of directors as set by the Bylaws, and in the absence of such determination shall consist of a minimum of three (3) directors.

§ 5.2. Appointment or Election. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

§ 5.3. Initial Board. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

Name	Address	Name	Address
Mehrdad Ghazvini	2811-E Industrial Plaza Tallahassee, FL 32301	Behzad Ghazvini	2811-E Industrial Plaza Tallahassee, FL 32301
Hossein Ghazvini	2811-E Industrial Plaza Tallahassee, FL 32301	Mehran Ghazvini	2811-E Industrial Plaza Tallahassee, FL 32301

ARTICLE VI OFFICERS

§ 6.1. Offices. The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected as set forth in the Bylaws. Officers shall serve with or without compensation (as determined in the Bylaws) at the pleasure of the board of directors. The same person may hold multiple offices if so elected.

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Mehrdad Ghazvini 2811-E Industrial Plaza Tallahassee, Florida 32301
Vice President:	Hossein Ghazvini 2811-E Industrial Plaza Drive Tallahassee, Florida 32301
Secretary	Behzad Ghazvini 2811-E Industrial Plaza Drive Tallahassee, Florida 32301
Treasurer	Mehran Ghazvini 2811-E Industrial Plaza Drive Tallahassee, Florida 32301

ARTICLE VII INDEMNIFICATION

§ 7.1. Director & Officer Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney and paralegal fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except in such

cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the board of directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII BYLAWS

§ 8.1. Adoption. The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX AMENDMENTS

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

§ 9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

§ 9.2. Proposal and Adoption. An amendment may be proposed by either the board of directors or by the membership of the Association. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Articles may be amended by not less than two-thirds (2/3) of all the directors and by not less than a two-thirds (2/3) vote of the members of the Association at a duly called meeting of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting; provided however, this agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

§ 9.3. Effective Date of Amendments. An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which the Condominium is situated.

§ 9.4. Developer Amendments. Developer amendments to these Articles may be made in the same manner as stated in the Declaration.

§ 9.5. Accord. Any amendments to these Articles shall be in accord with the terms and provisions of the Declaration.

ARTICLE X
TERM

§ 10.1. Term. The term of the Association shall be the life of the Condominium.

§ 10.2. Termination. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.


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EXECUTION

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this

3rd day of September, 2004.

WITNESSES:


Signature

Annie R. Hill
Printed Name


Signature

Mark Chandler
Printed Name

INCORPORATOR SIGNATURE:

MONTE CRISTO OF TALLAHASSEE,
INC., a Florida Corporation

By: 
MEHRDAD GHAZVINI, President

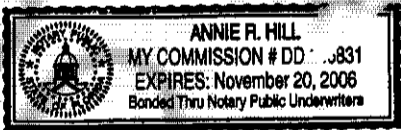
NOTARY

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared MEHRDAD GHAZVINI, PRESIDENT of Monte Cristo of Tallahassee, Inc., a Florida Corporation, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority therefrom. He is personally known to me or has produced sufficient identification.

WITNESS my hand and seal this 3rd day of September, 2004.

Stamp or Seal:




Notary Signature

Annie R. Hill
Notary Printed Name

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

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That BRIGHTON PLACE CONDOMINIUMS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office indicated in the articles of incorporation in the City of Tallahassee, County of Leon, State of Florida, has appointed Mehrdad Ghazvini, 2811-E Industrial Plaza, Tallahassee, FL 32301, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to being available at said location.


MEHRDAD GHAZVINI

FILED
04 SEP -8 11:11:18
SECRETARY OF STATE
TALLAHASSEE FLORIDA