CFN 2014044469, OR BK 7080 PAGE 373,
Recorded 03/06/2014 at 01:32 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:2

This instrument prepared by:
Edward Casoria, Jr., Attorney at Law
2153 Lee Road, Winter Park, FL 32789

AMENDMENT TO DECLARATION OF CONDOMINIUM OF ROYAL PALM, A CONDOMINIUM

R.P.O. CONDOMINIUM ASSOCIATION, INC., hereby amends Paragraph 2.9 of its Declaration of Condominium, as recorded in Official Records Book 3447 at Page 3758 of the Public Records of Brevard County, Florida, as follows:

2.9 "Common Expenses" include the expenses of the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, which is designated as a Common Expense pursuant to the Florida Condominium Act, this Declaration, the Articles of Incorporation or By-Laws of the Condominium Association. "Common Expenses" shall also include the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract.

Notwithstanding anything to the contrary contained in the Declaration of Condominium, any prior Amendments thereto, Drawings, Surveys, Bylaws, or other condominium document, expenses of maintenance and/or replacement of the following items shall hereafter be treated as "Common Expenses" of the R.P.O. CONDOMINIUM ASSOCIATION, INC., (hereafter "Association") as that term is used in the Declaration of Condominium:

2.9.1 All windows, sliding glass doors, and other exterior glass, including frames and component mechanisms;

2.9.2 All Unit exterior entry doors, including supporting hardware (hinges, framework, etc.). Provided however, each Unit owner shall be responsible for any entry hardware such as door knobs, locks, and deadbolts;

2.9.3 All hurricane shutters, including supporting frames and operating mechanisms;

2.9.4 All balcony railings or parapets wherever situated;

2.9.5 Any balcony or patio which adjoins a Unit that is the only unit having direct and immediate access to it, including the horizontal walls and the electrical light fixtures and electrical receptacle thereon. Provided however, for purposes of this subsection, the Association shall be responsible only for the maintenance and care of the balcony or patio floor up to the horizontal plane of the unfinished concrete. The individual Unit owner shall be responsible for the maintenance and care of any tile, carpet, or other floor covering installed by the individual Unit owner or its predecessor in title.

Dated this 4 day of February, 2014.

Signed and sealed in the presence of:

Sign Edward L. Lack

Print EDWARD L. LACK

Sign Edward Casoria

Print EDWARD CASORIA

R.P.O. CONDOMINIUM ASSOCIATION, INC.

By: Kevin Bartczak

Kevin Bartczak

The foregoing instrument was acknowledged before me this 4th day of February, 2014, by Kevin Bartczak, as President, of R.P.O. CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced KNOWN as identification.

Edward Casoria

Notary Public - State of Florida

NOTARY PUBLIC STATE OF FLORIDA

EDWARD CASORIA
MY COMMISSION # FF 028673
EXPIRES: June 26, 2017
Bonded Thru Budget Notary Services

Prepared By and Return To:
Tom Dillon
Fair/Way Management
985 Pinetree Drive
Indian Harbour Beach, FL 32937

AMENDMENT TO THE DECLARATION OF COVENANTS OF R.P.O. CONDOMINIUM ASSOCIATION, INC.

A Florida corporation not-for-profit

R.P.O. CONDOMINIUM ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "ASSOCIATION", files this Amendment to the Declaration of Condominium of R.P.O. Condominium Association, Inc.

Whereas, on February 8, 2000, the "ASSOCIATION", caused the Declaration of Condominium to be filed in Official Records Book 3447, Page 3759 of the Public Records of Brevard County, Florida, which said Declaration of Condominium controlled the use of the property described in said Declaration; and

Whereas, in Section 6 of the Declaration of Condominium, provision is made for the amendment of the Declaration upon approval of two-thirds of the Units represented at any meeting at which a quorum has been attained.

Whereas, on February 8, 2000, a proposed amendment to the Declaration of Condominium was presented to the Board of Directors and Membership for their consideration and vote, and said votes were received on February 8, 2000, at the Annual Meeting and tally of said votes indicated two-thirds approval by the Membership;

Now, THEREFORE, ASSOCIATION amends the Declaration of Condominium for R.P.O. Condominium as follows:

CFN:2002024579 02-01-2002 09:31 am
OR Book/Page: 4518 / 1026

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 4.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR

R.P.O. CONDOMINIUM

1. **Paragraph 16.7 Leases.** shall be amended to read as follows:

No portion of a Unit (other than an entire Unit) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. All leases shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Subleasing of Units is prohibited. No lease of a Unit shall release or discharge the Unit Owner from the Unit Owner's compliance with this Declaration, or any of the Unit Owner's other duties as a Unit Owner. The leasing of Units shall also be subject to the prior written approval of the Association. All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. No Unit may be leased for an initial term of less than ~~three (3) months~~ twelve (12) consecutive months. If a Unit is leased and the tenant or lessee vacates the Unit prior to the expiration of ~~three (3) months~~, twelve (12) months, the Unit may not be occupied by another tenant or lessee within ~~three (3) months~~ twelve (12) months from the date that the prior tenant or lessee initially occupied the Unit. For example, if the vacation tenant or lessee initially occupied the Unit of January 15, 1994, the Unit may not be occupied by another tenant or lessee until ~~April 15, 1994.~~ January 15, 1995.

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OR Book/Page: 4518 / 1027

IN WITNESS WHEREOF, the ASSOCIATION has hereunto set their hands and seals this 8th day of February 2000.

R.P.O. CONOMINIUM ASSOCIATION, INC.
"ASSOCIATION"

BY: _____
George Wilson, President

STATE OF FLORIDA,
I HEREBY CERTIFY that the foregoing is a true copy of the original on file in this office.
SCOTT ELLIS, Clerk Circuit and County Court
Dated 2/1/02 By _____

BY: _____
Al Chaney, Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared George Wilson, President of R.P.O. CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed same for the purpose therein expressed, under the authority of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 8th day of February 2000.

NOTARY PUBLIC STATE OF FLORIDA
LeTisha M Andler
My Commission CC735847
Expires April 21, 2002

_____
Notary Public

_____
Seal

My Commission Expires: April 21, 2002

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730905 95 JAN 10 PM 1:38 Linda Crawford Clerk Circuit Court

Recorded and Verified Brevard County, FL
Pgs. 79 # Names 2
Trust Fund 40.00 Rec Fee 317.00
Stamp-Deed ____ Excise Tx ____
Stamp-Mtg ____ Int Tx ____
Service Chg 80.00 Refund ____

RETURN TO:

This instrument prepared by:
JOHN B. SHOEMAKER
P. O. Box 320808
Cocoa Beach, Florida 32932-0808

DECLARATION OF CONDOMINIUM OF ROYAL PALM, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

ROYAL PALM, A CONDOMINIUM

R.P.O. DEVELOPMENT, INC., a Florida corporation (hereinafter called the "Developer"), does hereby declare as follows:

1 INTRODUCTION AND SUBMISSION.

1.1 The Land. The Developer owns the fee title to certain land located in Brevard County, Florida, as more particularly described on Sheet 1 of Exhibit A attached hereto, which is hereinafter referred to as the "Land."

1.2 Submission Statement. The Developer hereby submits the Land and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof.

1.3 Name. The name by which this condominium is to be identified is ROYAL PALM, A CONDOMINIUM (hereinafter called the "Condominium").

2 DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date this Declaration is recorded.

2.2 {Intentionally omitted.}

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means R.P.O. CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation and the entity responsible for the operation of the Condominium.

2.5 "Board of Directors" or "Board" means the Association's board of administration.

2.6 "Building" means the structure or structures which are located in or on the Land and in which the Units are located, irrespective of the number of such structures.

2.7 "By-Laws" mean the By-Laws of the Association.

2.8 "Common Elements" mean and include:

2.8.1 The portions of the Condominium Property which are not included within the Units.

2.8.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other facilities for the furnishing of utility and other services to Units and the Common Elements.

2.8.3 An easement of support in every portion of a Unit which contributes to the support of the Building.

2.8.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

2.8.5 {Intentionally Omitted.}

2.8.6 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.9 "Common Expenses" include the expenses of the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, which is designated as a Common Expense pursuant to the Florida Condominium Act, this Declaration, the Articles of Incorporation or By-Laws of the Condominium Association. "Common Expenses" shall also include the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract.

2.10 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

2.11 {Intentionally omitted.}

2.12 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.13 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all Improvements on the Land, all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal or mixed, which is made subject to this Declaration as hereinafter described, and the support columns and other structural elements.

2.14 "County" means the County of Brevard, State of Florida.

2.15 "Declaration" or "Declaration of Condominium" means (and "hereof," "herein," "hereto" and words of similar import refer to) this instrument, as it may be amended from time to time.

2.16 "Developer" means R.P.O. DEVELOPMENT, INC., a Florida corporation and any successor or assignee of all or part of that corporation's rights hereunder; provided that no Unit Owner shall, solely by reason of his purchasing a Unit, be considered a successor or assignee of such rights unless he is expressly designated as such in an instrument executed and recorded by the Developer.

2.17 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) which are located on the Condominium Property, including, but not limited to, the Building.

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2.18 "Institutional First Mortgagee" means any of the following that holds a first mortgage on a Unit or Units: a bank, a savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension fund, an agency of the United States Government, a mortgage company, a mortgage banker, a lender generally recognized as an institutional-type lender, the Federal national Mortgage Association, the Federal home Loan Mortgage Corporation, the Developer, or the assignee of any such mortgage originally held by one of the foregoing.

2.19 "Limited Common Elements" means those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Any reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.20 "Primary Institutional First Mortgagee" shall mean the lender which advances the bulk of the funds for the Condominium's construction until that institution's mortgage on the Condominium Property is completely satisfied, and thereafter shall mean the Institutional First Mortgagee which at any time owns all the existing mortgages on Units or owns mortgages on Units securing a greater aggregate indebtedness than that secured by mortgages on Units owned by any other Institutional First Mortgagee.

2.21 "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

2.22 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.23 "Unit Owner," "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel.

3 DESCRIPTION OF CONDOMINIUM.

3.1 Identification of Units. The Land has constructed thereon, one (1) six-story building. The building will contain twenty (20) units and twenty-six (26) enclosed parking spaces.

3.1.1 The building will contain the following units: Ten (10) Type A units, which will contain three (3) bedrooms/two (2) bathrooms. Ten (10) Type B units, which will contain two (2) bedrooms/two (2) bathrooms.

Each unit is identified by separate designation set forth on Sheets 5 through 9 of Exhibit A attached hereto. Exhibit A consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the buildings in which the Units and enclosed parking spaces are located, and a plot plan thereof. Said Exhibit A, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an

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exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time; and (d) other appurtenances as may be provided in this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

3.2.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

3.2.1.1 Upper Boundaries. The horizontal plane(s) of the unfinished lower surface(s) of the structural ceiling (which, in the case of a multi-story Unit, shall be deemed to be the ceiling of the top story of the Unit) including, in the case of a Unit in which the ceiling forms more than one plane, the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes.

3.2.1.2 Lower Boundaries. The horizontal plane(s) of the unfinished upper surface(s) of the concrete floor of the Unit (which, in the case of a multi-story Unit, shall be deemed to be the concrete floor of the first story of the Unit), including, in the case of a Unit in which the floor forms more than one horizontal plane, the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes.

3.2.1.3 Interior Divisions. Except as provided in subsections 3.2.1.1 and 3.2.1.2 above, no part of a nonstructural interior wall shall be considered a boundary of a Unit.

3.2.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

3.2.3 Apertures. In cases in which there are apertures in a boundary (including, but not limited to, windows, doors, conversation pits and skylights) the Unit's boundaries shall be extended so that the interior unfinished surfaces of such apertures (including all frameworks thereof) and the exterior surfaces of such apertures that are made of glass or other transparent material (including all framing and casings therefor) are within the boundaries of the Unit.

3.2.4 Role of Survey. In cases not specifically covered in this Section 3.2 and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "A" hereto shall control in determining the boundaries of a Unit.

3.3 Limited Common Elements. The Limited Common Elements shall consist of the areas, spaces, structures and fixtures described in Subsections 3.3.1-3.3.4. Whenever these paragraphs refer to a Limited Common Element being appurtenant to a Unit, the intent is that the Limited Common

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Element is reserved for the exclusive use of the Owner of that Unit and the occupants of the Unit to the extent the occupants are entitled to use the Unit. Any transfer of a Unit shall operate to transfer the right of exclusive use of the Limited Common Element appurtenant to that Unit, unless otherwise provided specifically to the contrary herein.

3.3.1 Balconies and Patios. Any balcony or patio which adjoins a Unit that is the only Unit having direct and immediate access to it shall be a Limited Common Element appurtenant to that Unit. For purposes of this Declaration, balcony or patio shall include any railings or parapet partially surrounding it, as well as any planter or fixtures which are part of, or contained on or within the balcony or patio.

3.3.2 Air Conditioning and Heating Equipment. Any air conditioning and/or heating equipment which exclusively services a Unit shall be a Limited Common Element appurtenant to the Unit it services.

3.3.3 Enclosed Parking Spaces. There will be twenty-six (26) enclosed parking spaces located on the first floor of the building , as shown on Sheet 4 of Exhibit A. The Developer intends to assign the exclusive right to use the enclosed parking spaces to the Unit Owners of the Condominium. The Developer will assign the exclusive right to use at least one (1) enclosed parking space to each Unit Owner. The Developer reserves the right to assign the enclosed parking spaces for the exclusive use of individual Unit Owners. The assignment shall be made by a non-recordable instrument (a copy of which shall be kept by the Association as part of its permanent records) and shall operate to give the Unit Owner to whose Unit the assignment is made an exclusive right to use the enclosed parking space as a Limited Common Element. Upon such assignment, the enclosed parking space shall be a Limited Common Element. Any enclosed parking space that is assigned to a Unit Owner may be assigned by that Unit Owner to any other Unit Owner. To be effective, the assigning Unit Owner must deliver to the assignee Unit Owner, a non-recordable instrument executed by the assigning Unit Owner that identifies the enclosed parking space, the Unit to which it was originally assigned, and the Unit to which it is being assigned. In addition, to be effective, a copy of the instrument must be delivered to the Association. The Association shall keep the instrument as part of its permanent records. The Developer may keep any fee or charge it receives from a Unit Owner when it assigns the enclosed parking space to a Unit Owner. Notwithstanding anything herein to the contrary, there shall exist an easement over all enclosed parking spaces in favor of the Association and all Unit Owners for ingress and egress to any of the Common Elements. Unit Owners shall do nothing within or outside the Enclosed Parking Space(s) assigned to their Unit which would interfere with or impair with the right of the Association or the Unit Owners to gain ingress or egress to any of the Common Elements. Nothing contained herein shall affect the exclusive right of the Unit Owner to use their assigned Enclosed Parking Space(s) for parking their automobile.

3.3.4 {Intentionally Omitted.}

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3.3.5 Mortgagee Provision. Anything to the contrary herein notwithstanding, if a Unit Owner mortgages his Unit together with the right to use the Limited Common Elements appurtenant to it, his rights to use the Limited Common Elements shall not be assignable apart from the Unit.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

3.4.1 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.4.2 Utility and Other Services; Drainage. Easements for utility and other services are reserved under, through and over the Condominium Property as may be required from time to time to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace any Common Elements, including but not limited to, the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and any Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall be made on not less than one (1) day's notice.

3.4.3 Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit or vice versa; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment hereafter occurs as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and its maintenance as long as the Improvements involved stand.

3.4.4 Ingress and Egress. A non-exclusive easement as part of the Common Elements in favor of each Unit Owner and resident, their guests and invitees, shall exist over streets, walks, and other rights-of-way to provide ingress and egress from the Condominium Property to State Road A1A. None of the easements specified in this Subsection 3.4.4 shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

3.4.5 Sales Activity. The Developer and its designees, successors and assigns shall have the right

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to use any such Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers, and tenants of Units, to erect on the Condominium Property signs and other promotional materials to advertise Units for sale or lease (without regard to the size or aesthetic qualities of the materials) and to take any and all actions which, in the Developer's opinion, may be helpful for selling or leasing Units or for promoting ROYAL PALM, A CONDOMINIUM, and its operations generally.

3.4.6 Cable Television. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any closed circuit television system, master antenna system, community antenna television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as "the System"), (ii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the System or any part thereof, (iii) the right to connect the System to whatever receiving source the owner of the System deems appropriate, and (iv) the right to provide (or cause to be provided) services to Units through the System (and related, ancillary services to Units) at charges not to exceed those normally paid for like services by residents of, or providers of such services to, single-family homes or condominium units.

3.4.7 Additional Easements. The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his irrevocable attorney-in-fact for this purpose), shall each have the right to grant additional electric, gas or other utility or service easements in any portion of the Condominium Property, to relocate any existing utility or service easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association deems necessary or desirable for the proper operation and maintenance of the Improvements (or any portion thereof), for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that the easements as created or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for the intended purposes.

3.5 Support Elements. Any columns and other structural elements lying within the Common Elements but necessary to the support and structural integrity of the Building shall be and are hereby declared to be Common Elements of the Condominium whether or not included in Exhibit A hereto.

4 RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The respective shares in the

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Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5 OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is one-twentieth (1/20th).

5.2 Voting. Each Unit shall be entitled to one vote in Condominium Association matters to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Condominium Association.

6 AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members 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 that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

6.1.1 Prior to the time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning a majority of the Units represented at any meeting at which a quorum has been attained and by not less than two-thirds (2/3rds) of the Board of Directors of the Association; or

6.1.2 After such time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning not less than two-thirds (2/3rds) of the Units represented at any meeting at which a quorum has been attained.

6.2 By The Developer. To the extent permitted by the Florida Condominium Act, as amended from time to time, the Developer, during the time it is in control of the Board of Directors may amend the Declaration, the Articles of Incorporation, the By-Laws of the Association and applicable rules and regulations to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant to this Paragraph 6.2 shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, as long as it owns one or more Units, the Developer shall have an absolute right to make any amendments to this

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Declaration (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee to enhance the salability of its first mortgages on Units to one or more of the foregoing.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments effected by the Developer must be evidenced in writing and recorded, but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the Public Records of the County.

6.4 Alteration of Common Elements, Etc. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless record Owner(s) of the affected Unit(s), a majority of Unit Owners, and all record owners of mortgages or other liens on the affected Unit(s), shall join in the execution of the amendment.

6.5 Consent and Joinder of Mortgagee in Amendment. The consent and joinder of any mortgagee of any Unit to or in any amendment to the Declaration is required for any amendment which materially affects the rights and interests of the mortgagee, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If the consent or joinder of some or all of the mortgagees of the Units is required in accordance with this paragraph, then such consent may not be unreasonably withheld by the mortgagee. For purposes of this paragraph, it shall be presumed that other than an amendment pursuant to Paragraph 6.4 or an amendment permitting the creation of time-share estates, that such amendments shall not materially affect the rights or interests of any mortgagee.

7 MAINTENANCE AND REPAIRS.

7.1 Units. All maintenance of any Unit, whether ordinary or extraordinary, (including, without limitation, maintenance of screens, windows (both sides), any hurricane shutters installed by a Unit Owner, the interior side of the entrance door and all other doors within or affording access to a Unit, that portion of the electrical (including wiring) and plumbing (including fixtures and connections), fixtures and outlets, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces and, in general, the entire interior of the Unit), as well as the air-conditioning and heating equipment lying within the boundaries of the Unit, shall be performed by the Owner of such Unit at that Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

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7.2 Common Elements. Except to the extent expressly provided to the contrary in Subsection 7.3 or elsewhere herein, all maintenance in or to the Common Elements shall be performed by the Association. The cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent it arises from or is necessitated by the negligence or misuse of a specific Unit Owner or Owners in the opinion of the Board, in which case such Unit Owner(s) shall be responsible therefor except to the extent the proceeds of insurance are made available therefor.

7.3 Limited Common Elements.

7.3.1 Balconies. Each Unit Owner shall, at his sole cost and expense, maintain the surface of the floor, ceiling and walls of any balcony that is appurtenant to his Unit as a Limited Common Element, including any railings, the surface of the interior face of any parapet that partially surrounds that balcony, and any wiring, electrical outlets, light bulbs or other fixtures located on or in that balcony.

7.3.2 Air Conditioning and Heating Equipment. Each Unit Owner shall, at his sole cost and expense, maintain any and all air conditioning and heating equipment which is a Limited Common Element appurtenant to his Unit.

7.3.3 Enclosed Parking Spaces. The Association shall be responsible for the maintenance of the enclosed parking spaces, which expense shall be a Common Expense of the Association. However, in the event that any Unit Owner adds any improvement to their enclosed parking space, such Unit Owner shall be responsible for the maintenance of such improvement.

7.4 Definition of "Maintenance". When used in this Section 7, unless the context requires otherwise, the term "maintenance" and its correlatives shall be read to mean keeping the item to be maintained in a clean and orderly condition and painting, repairing and replacing it when reasonably necessary.

8 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of $50,000.00 (which amount shall be increased each twelve (12) month period after this Declaration is recorded to keep pace with increases in the Consumer Price Index as published by the United States Bureau of Labor Statistics [or if that index be unavailable, some other suitable index designed to reflect changes in the cost of living selected by the Board]) in the aggregate in any calendar year, the Association may proceed with making such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing $50,000.00 (increased as aforesaid) or less in the aggregate in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

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9 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

9.1 By Non-Developer Unit Owners. No Unit Owner other than Developer shall make any structural addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element, without the prior consent of the Board of Directors and the majority of the Unit Owners. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. Once the Board has consented, then the proposed additions, alterations and improvements must be approved by a majority of the Unit Owners. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Board may impose administrative charges for considering any such proposal.

9.2 By the Developer.

9.2.1 Generally. The restrictions and limitations set forth in this Section 9 shall not be applicable to Units owned by the Developer. The Developer shall have the additional right, with the consent or approval of a majority of the Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, with limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), (b) move and modify piping and other fixtures located within the Common Elements but serving exclusively a Unit or Units owned by the Developer, and (c) provide additional and/or expand and/or alter recreational facilities.

9.2.2 Changes in Developer-Owned Units. Without limiting the generality of the provisions of Subsection 9.2.1 above, the Developer shall have the right, with the consent of a majority of the Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size or number pursuant to

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the preceding clause (iii), their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such Units, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Subsection 9.2.2 will be made in accordance with this Declaration and Chapter 718, Florida Statutes. Without limiting the generality of Subsection 6.4 hereof, the provisions of this Subsection may not be added to, amended or deleted without the prior written consent of the Developer.

9.3 Hurricane Shutters. The Board of Directors shall adopt hurricane shutter specifications for each building, which shall include color, style and other factors deemed relevant by the Board. All specifications shall comply with applicable building codes. Notwithstanding anything in this Declaration to the contrary, the Board of Directors shall not refuse to approve the installation, replacement and maintenance of any such hurricane shutters which comply with the Board approved specifications.

10 OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES. The Association shall be responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation of the Association and its By-Laws (copies of which are attached hereto as Exhibits B and C, respectively), as amended from time to time.

10.1 In addition, the Association shall have all the powers and duties set forth in the Act as subsequently amended, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

10.1.1 The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

10.1.2 The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.

10.1.3 The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

10.1.4 The power and right to contract for the management and maintenance of the Condominium Property

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and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by this Declaration and the Condominium Act, including, but not limited to the making of Assessments, the promulgation of rules and the execution of contracts on the Association's behalf.

10.1.5 The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.

10.1.6 Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

10.1.7 The power to adopt and amend rules and regulations covering the details of the operation and use of the Condominium Property.

10.1.8 The power to employ personnel (part-time or full-time).

10.1.9 Subject to Subsection 3.4.6 hereof, the power to grant licenses and easements over the Common Elements as required or convenient to permit cable television service or other communications services to one or more Units.

The event of conflict between the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

10.2 Limitation Upon Liability of Association. Notwithstanding its duty to maintain and repair parts of the

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Condominium Property, the Association shall not be liable to Unit Owner for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property.

10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

10.4 Approval or Disapproval of Matters Generally. Whenever the decision of a Unit Owner is required upon any matter (whether or not the subject of an Association meeting), that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

10.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, the Association may condition such action or approval in any manner it deems appropriate or may refuse to take or give such action or approval, in either case without the necessity of establishing the reasonableness of its conditions or refusal (as the case may be).

11 ASSESSMENTS.

11.1 Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair, replacement and management of the Common Elements, including the enclosed parking spaces, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change must be adopted consistently with the provisions of the By-Laws.

11.2 Initial Start-Up Assessment. Upon purchasing a unit from the Developer, each Unit Owner shall pay to the Association $350.00 as an intial start-up assessment. The initial start-up assessment shall be paid to the Developer to be deposited in the Condominium working capital fund.

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The initial start-up assessment shall be used for the initial expenses of the Condominium (for example: advance insurance premiums, utility deposits, permits and licenses) and in addition, may be used for the purposes of capital improvements, emergency needs, initial items and non-recurring capital expenses. Although the initial start-up assessments to the Condominium working capital fund shall be paid by each Unit Owner to the Developer, all Condominium initial start-up assessments not previously expended by the Developer for any of the foregoing items, or reimbursed to the Developer for previous expenditures for any of the foregoing items, shall be turned over to the Association at such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association. The payment of the initial start-up assessment shall not operate to relieve the Unit Owner who paid it from commencing payment of the periodic assessments provided for in Subsection 11.1, or elsewhere in this Declaration.

12 COLLECTION OF ASSESSMENTS.

12.1 Liability for Assessments. Every Unit Owner, regardless of how he acquired his Unit, (including by purchase at a foreclosure sale or by deed in lieu of foreclosure) shall be liable for all Assessments which come due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common expenses or otherwise up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

12.2 Default in Payment of Assessments for Common Expenses.

12.2.1 Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. In addition to interest, the Association may charge a late fee in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to costs and attorney's fees incurred in collection, and then to the delinquent assessment. This shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying payment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on it including interest thereon at the highest lawful rate and for reasonable attorney's fees and costs incurred by the Association in connection with the collection of the Assessments or enforcement of the lien. The lien is effective from the date of the recording of this Declaration. However, as to first mortgagees of record, the lien is effective from and after the date of recording a claim of lien as provided in Paragraph 12.2.2

12.2.2 First Mortgagees. As to first mortgagees of record, the Association's lien for unpaid assessments, including interest at the highest lawful rate, and for reasonable attorney's fees and costs incurred by the Association in connection with the

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collection of the assessments or enforcement of the lien, is effective from and after recording a claim of lien. The lien shall be recorded in the Public Records of Brevard County, Florida, and state the description of the condominium parcel, the name of record owner, the name and address of the association, the amount due and the due date. It must also be executed and acknowledged by an officer or authorized agent of the association. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to recording of the claim of lien and prior to entry of final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making payment is entitled to a satisfaction of the lien.

12.3 Foreclosure.

12.3.1 Generally. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments, together with other sums specified herein, without waiving any claim of lien.

12.3.2 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner at the Unit Owner's last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Subsection 12.3 are satisfied if the Unit Owner records a Notice of

Contest of Lien as provided in the Act. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive or substitute service of process has been made on the Unit Owner.

12.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

12.5 First Mortgagee. Notwithstanding the provisions of Paragraph 12.1 above, a first mortgagee who acquires

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title to any Unit by foreclosure or deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the first mortgagee's liability is limited to a period not to exceed six (6) months, but in no event does the first mortgagee's liability exceed one (1%) percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days from the date the first mortgagee receives the last payment of principal or interest. In no event shall the first mortgagee be liable for more than six (6) months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee, or one (1%) percent of the original mortgage debt, whichever amount is less.

12.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending at such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners. The Developer guarantees that a Unit Owner's assessments shall not exceed $152.00 per month until after such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association. The Developer has the option to extend the guarantee for up to two (2) additional one-year periods.

12.7 Certificate of Unpaid Assessments. Each Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Unit.

12.8 Installments. Unless changed by action of the Board, Assessments will be payable in advance in monthly installments, and a Unit Owner must remain at all times at least one quarter in advance of the payment dates.

12.9 Receiving Agent. The Board of Directors may, at any time and from time to time, appoint the Condominium Association, or an independent receiving agent as agent to receive all Assessments and all assessments and other charges payable under this Declaration or other Cluster Declarations in one lump sum and to then disburse such sums. No agent shall have any liability except for its gross negligence or willful misconduct in receiving and disbursing monies. All enforcement actions shall remain solely within the respective associations individually, except as elsewhere herein provided to the contrary.

13. INSURANCE. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

13.1 Purchase, Custody and Payment.

13.1.1 Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and which, in the case of hazard insurance, has either a financial rating in Best's Financial Insurance Reports of Class VI or better or a

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financial rating therein of Class V and a general policyholder's rating of at least "A."

13.1.2 Approval. Each insurance policy, the agency and company issuing the policy and the insurance trustee hereinafter described (the "Insurance Trustee") shall be subject to the approval of the Primary Institutional First Mortgagees in the first instance.

13.1.3 Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds.

13.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and all policies and endorsements thereto shall be deposited with the Insurance Trustee.

13.1.5 Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

13.1.6 Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and in their own discretion upon the property lying within the boundaries of their unit, including, but not limited to, their personal property (except as covered in Section 13.2.1 below), and for their personal liability and living expense and for any other risks.

13.2 Coverage. The Association shall maintain insurance covering the following:

13.2.1 Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed in accordance with the original plans and specifications therefor, and replacements thereof of like kind or quality, but excluding all floor, wall and ceiling coverings and all furniture, furnishings and other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners and excluding all other alterations, capital improvements and betterments made by Unit Owners or such tenants) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively the "Insured Property"), shall be insured in an amount not less than one hundred percent (100%) of the insurable value thereof (based on replacement cost), excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

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13.2.1.1 Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

13.2.1.2 Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

13.2.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such additional coverage as shall be required by the Board of Directors of the Association, and with coverage of not less than $1,000,000 per each accident or occurrence, for personal injury and/or property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

13.2.3 Workmen's compensation and other mandatory insurance when applicable.

13.2.4 Flood insurance, if required by the Primary Institutional First Mortgagee or if the Association so elects.

13.2.5 Fidelity bonding of all the Association's directors, officers, employees and managing agents who handle Association funds, in an amount in accordance with the Florida Condominiium Act, as amended from time to time, but in no event less than $10,000.00 for each such person.

13.2.6 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's standard right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

13.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

13.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

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13.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank, or trust company in Florida with trust powers, with its principal place of business in the County. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

13.5.1 Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Subsection 13.5.2 below.

13.5.2 Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any, collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or of other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

13.5.3 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

13.6.1 Expenses of the Trust. First, all expenses of the Insurance Trustee shall be paid or provided for.

13.6.2 Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the

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beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

13.6.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 13.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

13.6.4 Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

13.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

13.9 Benefit of Mortgagees. Certain provisions in this Section 13 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

13.10 Insurance Trustee Not Appointed. The Board of Directors shall have the option in its discretion of appointing an Insurance Trustee hereunder. Anything to the contrary in this Declaration notwithstanding, if the Association fails or elects not to appoint an Insurance Trustee, the Association shall perform directly all obligations imposed upon the Insurance Trustee by this Declaration.

14 RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

14.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty [unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the Units elect not to proceed with repairs or restoration and Institutional First Mortgagees holding mortgages on at least 51% of the Units subject to mortgages held by Institutional First Mortgagees approve such election], the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee

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shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the Units duly and promptly resolve not to proceed with the repair or restoration thereof and the Institutional First Mortgagees holding mortgages on at least 51% of the Units subject to mortgages held by Institutional First Mortgagees approve such resolution, the Condominium property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no Payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in substantial accordance with the plans and specifications approved by the Board of Directors, and if the damaged property which is to be substantially altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be substantially altered.

14.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a

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Unit-by-Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

14.4 Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

14.6 Construction Funds. The funds for payment of the costs of reconstruction and repair, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

14.6.1 Association. If the total Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than $50,000.00, then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in Payment of the costs of reconstruction and repair.

14.6.2 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

14.6.2.1 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon written request to the Insurance Trustee by the Primary Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

14.6.2.2 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $50,000.00, then the construction fund shall be disbursed in payment of

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such costs in the manner contemplated by Subsection 14.6.2.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

14.6.2.3 Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

14.6.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

14.6.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

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14.7 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.

15 CONDEMNATION.

15.1 Deposit of Awards with Insurance Trustee; Authority of Association. The taking of portions of the Condominium Property by the exercise of the power or eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, the amount of that award shall be set off against the sums hereafter made payable to that Owner, or the Association may institute a lawsuit against such Unit Owner to collect such sums. The Association shall represent the Unit Owners in any condemnation proceedings relating to any part of the Common Elements and in negotiations, settlements and agreements with the condemning authorities for the acquisition of any part of the Common Elements.

15.2 Determination whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section 15 specifically provided.

15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.

15.4.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

15.4.2 Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

15.4.3 Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus

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appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

15.4.3.1 Add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

15.4.3.2 Divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

15.5.1 Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units as their interests may appear. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

15.5.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

15.5.3 Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

15.5.3.1 Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 15.4.3 hereof (the "Percentage Balance"); and

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15.5.3.2 Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 15.4.3 hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5.4 Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

15.5.5 Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16 RESIDENTIAL OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property

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and for the protection of the values of the Units, the use of the Units in the Condominium Property shall be restricted as follows:

16.1 Occupancy of Units. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Unit. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per each bedroom in the Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The restrictions in this Subsection 16.1 shall not be applicable to units owned by the Developer.

16.2 Pets. No animal may be kept anywhere on the Condominium Properties unless it is: (i) a small bird; (ii) fish; (iii) a dog, which when fully grown, will weigh less than thirty (30) pounds; (iv) a household cat; or (v) some other "household pet" (as defined by the Board of Directors) which is capable of being hand-carried. With the exception of birds and fish housed in a cage or aquarium within the Owner's Unit, no Owner may keep more than two (2) pets on the Condominium Property. No pet may be kept, bred or maintained for any commercial purpose or become a nuisance or annoyance to neighbors. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed or carried by hand at all times when outside the Unit. No animal may be kept on a balcony or terrace when its owner is not in the Unit. Without limiting the generality to Section 18 hereof, violation of the provision of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

16.3 Alterations. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements (including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery or air-conditioning units, installing balcony enclosures or in any other manner changing the appearance of any portion of the Building) without obtaining the prior written consent of the Association (in the manner specified

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in Section 9.1 hereof). Without limiting the generality of the foregoing, nothing shall be hung, displayed, installed, affixed or placed upon the exterior of the Building, nor may any other change be made to the Building which would affect its exterior appearance in any way, without the prior written consent of the Association. In general, the Condominium Property shall be kept free and clear of unsightly material.

16.4 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

16.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

16.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

16.7 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. All leases shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Subleasing of Units is prohibited. No lease of a Unit shall release or discharge the Unit Owner from the Unit Owner's compliance with this Declaration, or any of the Unit Owner's other duties as a Unit Owner. The leasing of Units shall also be subject to the prior written approval of the Association. All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. No Unit may be leased for an initial term of less than three (3) months. If a Unit is leased and the tenant or lessee vacates the Unit prior to the expiration of three (3) months, the Unit may not be occupied by another tenant or lessee within three (3) months from the date that the prior tenant or lessee initially occupied the Unit. For example, if the vacating tenant or lessee initially occupied the Unit on January 15, 1994, the Unit may not be occupied by another tenant or lessee until April 15, 1994.

16.8 Exterior Improvements; Landscaping. Without limiting the generality of Subsections 9.1 or 16.3 hereof, no Unit Owner shall cause anything to be affixed or attached

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to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, equipment, screens, furniture, fixtures and hurriance shutters), nor to be planted or grown any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

16.9 Security. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. Security personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing that right to the satisfaction of the security personnel may be required to leave (even if such person actually has the right to be where stopped, but is unable to prove such right satisfactorily).

16.10 Effect on Primary Institutional First Mortgagee. The restrictions and limitations set forth in this Section 16 shall not apply to the Primary Institutional First Mortgagee or any of its affiliates or to Units owned by any of them.

16.11 Effect on Developer. The restrictions and limitations set forth in this Section 16 shall not apply to the Developer or its affiliates or to Units owned by any of them, except that Subsections 16.2 and 16.7 hereof shall apply to the Developer and its affiliates.

16.12 Relief by Association. The Board of Directors shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.

16.13 Time-Share Estates. Time-share estates are prohibited.

16.14 Parking. No parking space may be used for any purpose other than parking automobiles, mini-vans, non-work vans, motorcycles, or non-work trucks (used for transportation purposes) that are in operating condition. Recreational vehicles, motorhomes, trailers, boats and trucks (other than non-work trucks used for transportation) may not be parked in any parking space or parked or placed on any portion of the Condominium Property, unless permitted by the Board of Directors. In the event that the Board of Directors permits recreational vehicles or motorhomes to be parked in designated areas, overnight occupancy of these vehicles is prohibited. No parking space may be used by any person other than a person properly occupying the Unit pursuant to Section 16.1, provided that the guest or visitor of a person properly occupying the Unit pursuant to Section 16.1 may use the parking space so long as such guest or visitor is actually visiting and upon the premises.

16.15 Developer Exemption. Until such time as the Developer has closed the sale of all of its Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the Developer's sale of its Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate its sales, including but not limited to the maintenance of a sales office, model Units, the showing of the property, and the display of advertising and signs.

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for the cost of repairs to the Water System or the Sewer System which are necessitated by the negligence of any of the Unit Owners or the Condominium Association's agents or employees.

23 COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, and all management contracts affecting the Unit Owners (whether or not recorded), shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time, and all applicable management contracts entered into by the Association (whether or not recorded in the Public Records of the County) (which management contracts, as amended from time to time, are incorporated herein by this reference). The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as well as applicable management contracts, as they may be amended from time to time, by such Unit Owner, tenant or occupant.

24 SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

24.1 Maintenance. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

24.2 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

24.3 Amendment. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

25 ADDITIONAL PROVISIONS.

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested)

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to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association, or hand-delivered to such Unit Owner. Any notice which is mailed to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received.

25.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Mortgagees. The Association may assume each unit is free of any mortgages or liens, unless written notice of the existence of a mortgage or lien on the Unit is received by the Association.

25.4 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

25.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, applicable rules and regulations adopted pursuant to such documents, or applicable management contracts, as the same may be amended from time to time, shall not affect the validity of the remaining portions hereof or thereof which shall remain in full force and effect.

25.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

BK3447PG3792

25.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and the applicable rules and regulations and management contracts are fair and reasonable in all material respects.

25.10 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

25.11 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 10th day of January, 1995.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

R.P.O. DEVELOPMENT, INC., a Florida corporation

By: _____
ALBERT KODSI, President
Address: P. O. Box 320808
Cocoa Beach, FL 32932-0808

_____
Witness Signature
John B Shoemaker
Print Witness Name

_____
Witness Signature
Sylvia Lee
Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of January, 1995, by ALBERT KODSI, as President of R.P.O. DEVELOPMENT, INC., a Florida corporation, who is personally known to me, or who produced N/A as identification, and who did not take an oath.

_____
Notary Public Signature
Sylvia F. Lee
Print Notary Public Name

My commission expires:

SYLVIA F. LEE
MY COMMISSION # CC 269813
EXPIRES: April 20, 1996
Bonded Thru Notary Public Underwriters

Prepared by:

John B. Shoemaker, Esq.
P.O. Box 320808
Cocoa Beach, FL 32932-0808

JOINDER AND CONSENT

BARNETT BANK OF CENTRAL FLORIDA, N.A., as the owner and holder of that certain Mortgage and Security Agreement between **BARNETT BANK OF CENTRAL FLORIDA, N.A.** and **R.P.O. DEVELOPMENT, INC.**, in the original principal amount of $1,804,000.00, dated April 6, 1994 and recorded on April 14, 1994 in Official Records Book 3383, at Page 4379, et. seq. and that certain UCC-1 Financing Statement recorded April 14, 1994 in Official Records Book 3383, Page 4375, all of the public records of Brevard County, Florida, hereby consents to and joins in the Declaration of Condominium for Royal Palm, a Condominium dated January 6, 1995, and recorded on the JANUARY 10, 1995 in Official Records Book 3447, Page 3758, of the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, Barnett Bank of Central Florida, N.A., has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of the 10th day of January, 1995.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BARNETT BANK OF CENTRAL FLORIDA, N.A.

Witness Signature

By: _____
Gregory T. Wood
Title: _____
Vice President

Albert Rodsi
Print Witness Name

Address: 1109 E. New Haven Avenue
Melbourne, FL 32901

Witness Signature

Sylvia Lee
Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of January, 1995 by Gregory T. Wood, Vice President of Barnett Bank of Central Florida, N.A., who is personally known to me, ~~or who produced _____ as identification,~~ and who did NOT take an oath.

Notary Public Signature

My commission expires:

JOHN B. SHOEMAKER
MY COMMISSION # CC384569 EXPIRES
July 29, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

Print Notary Public Name

JOINDER BY CONDOMINIUM ASSOCIATION

R.P.O. CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, R.P.O. CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed the 10th day of January, 1995.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

R.P.O. CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not for profit

Brenda L. Bray
Witness Signature

BRENDA BLAY
Print Witness Name

Sylvia Lee
Witness Signature

Sylvia Lee
Print Witness Name

By: _____
JOHN B. SHOEMAKER, President

Address: P. O. Box 320808
Cocoa Beach, FL 32932-
0808

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of January, 1995 by JOHN B. SHOEMAKER, as President of R.P.O. CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, who is personally known to me, or who produced N/A as identification, and who did take an oath.

Sylvia Lee
Notary Public Signature

My commission expires:

Sylvia Lee
Print Notary Public Name

SYLVIA F. LEE
MY COMMISSION # CC 269913
EXPIRES: April 20, 1996
Bonded Thru Notary Public Underwriters

ROYAL PALM, A CONDOMINIUM

COUNTY OF BREVARD–STATE OF FLORIDA
SECTION 30, TOWNSHIP 27S, RANGE 38E

GENERAL NOTE

THE COMMON ELEMENTS CONSIST OF ALL PROPERTY INCLUDED IN THE CONDOMINIUM AND PLOT PLANS THEREOF, SAID PLOT PLANS BEING DESIGNATED AS EXHIBIT "A", SHEETS 1 THROUGH 8 INCLUSIVE, LESS ANY AND ALL PROPERTY INCLUDED WITHIN ANY AND ALL "UNITS". EACH UNIT IS COMPOSED OF AN APARTMENT, THE HORIZONTAL DIMENSIONS OF WHICH, AS SHOWN HEREON, ARE AVERAGE TO THE UNFINISHED INTERIOR OF THE PERIMETER WALLS, THE VERTICAL DIMENSIONS OF WHICH ARE AVERAGE TO THE FINISHED FLOOR AND UNFINISHED CEILING. THUS, EACH UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATIONS AS SHOWN FOR EACH RESPECTIVE BUILDING AND RESPECTIVE FLOOR CONTAINED THEREIN, NOTWITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILING AND FLOORS, THE UNITS SHALL CONSIST OF THE SPACE AS HEREIN DEFINED. FURTHER DEFINITION OF THE UNIT BOUNDARIES IS SET FORTH IN SECTION 3, OF THE DECLARATION OF CONDOMINIUM.

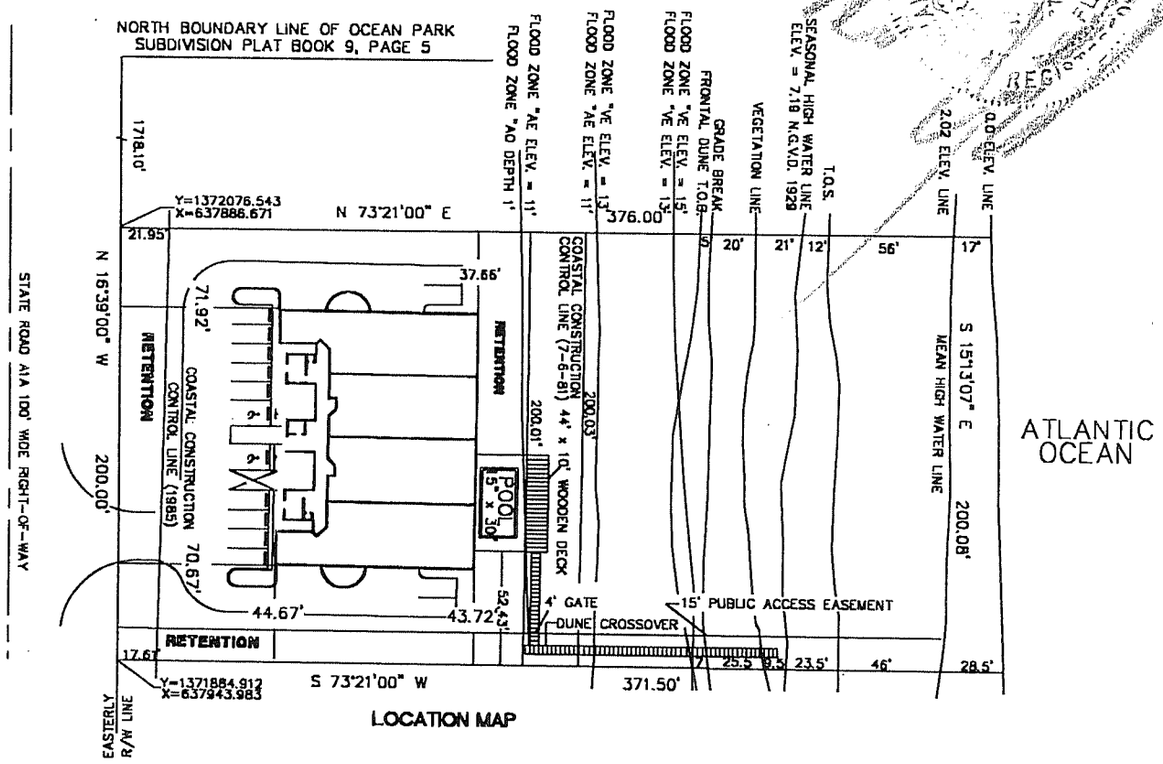
ELEVATION SHOWN HEREON ARE BASED ON N.G.V.D. (NATIONAL GEODETIC VERTICAL DATUM 1929) BENCH MARK NUMBER 70-80-A-36 ELEVATION 14.99 FEET.

CERTIFICATE OF SURVEYOR

THE UNDERSIGNED, BEING A REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LANDS AS SHOWN HEREON, AND THAT THIS PLOT PLAN, WHICH INCLUDES THE SURVEY, IS DESIGNATED AS EXHIBIT "A" OF THE DECLARATION OF CONDOMINIUM AND THAT BASED ON THE ENGINEERS CERTIFICATE HEREON, AND THAT RELATING TO MATTERS OF SURVEY, THE CONSTRUCTION OF UNITS 201 THROUGH 604 AND THE BUILDING CONTAINING SAID UNITS, AND ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES, AND ACCESS TO THESE UNITS AND BUILDINGS, AS SET FORTH IN THE DECLARATION ARE SUBSTANTIALLY COMPLETED SO THAT EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION LOCATION, AND DIMENSIONS OF THE COMMON/ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM EXHIBIT "A" AND THE DECLARATION.

DATE 1/9/95

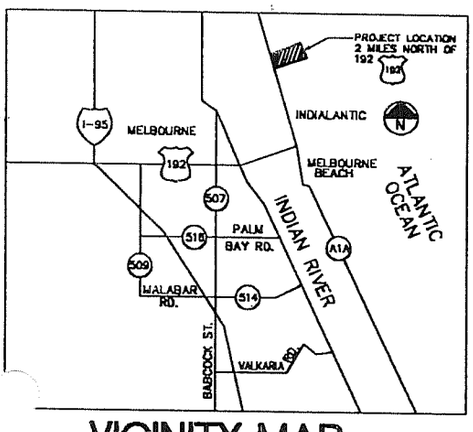
RICHARD A. SEITZ, P.L.S. 4505
FLORIDA REGISTERED LAND SURVEYOR



LOCATION MAP

LEGAL DESCRIPTION

ROYAL PALM, A CONDOMINIUM; LOTS 5 & 6, OCEAN PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLATBOOK 9 PAGE 5 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



VICINITY MAP

JANUARY 04,1995

UNSUITABLE FOR MICROFILM



SCALE 1"=80'

Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "B"
Palm Bay, Florida 32907
(407) 728-0196
Fax (407) 723-8560

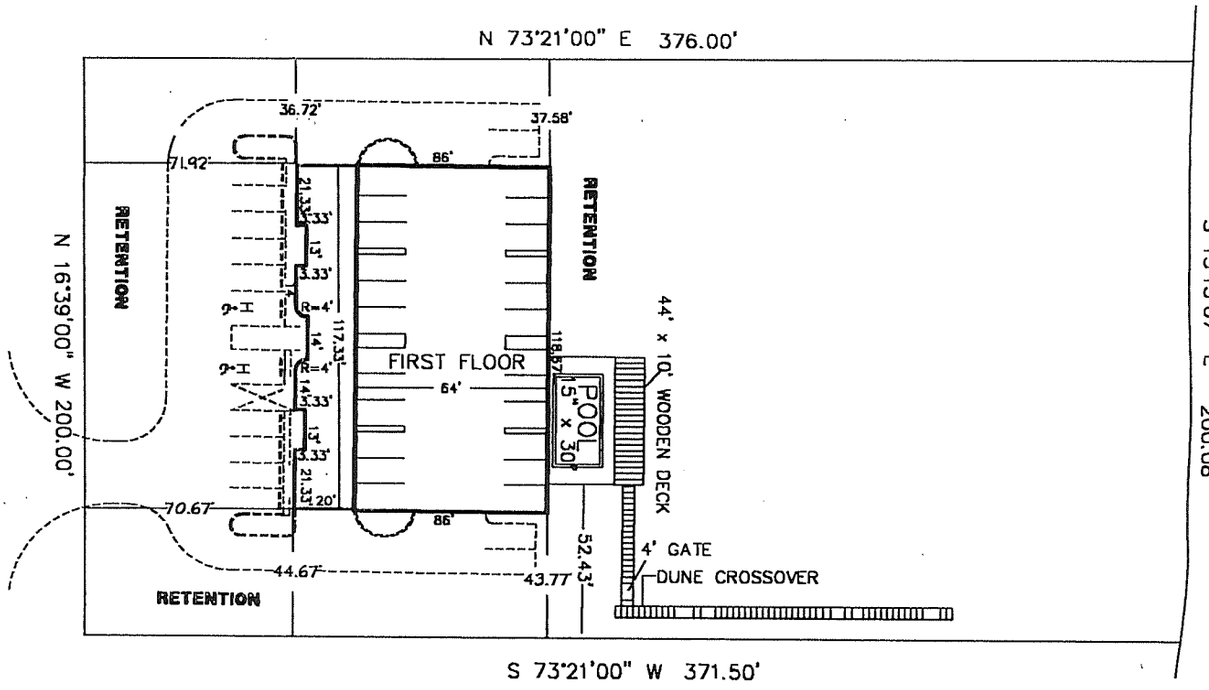
LAND SURVEYING CONSULTANTS
LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM CONTAINS 1, 6 STORY BUILDING WITH A TOTAL OF 20 RESIDENTIAL UNITS.

ROYAL PALM, A CONDOMINIUM

PLOT PLAN

SCALE 1"=60'



1ST FLOOR PLAN

UNSUITABLE FOR MICRUFILM

LEGEND

PROPERTY LINE

LIMITS OF BUILDING

LIMITS OF PAVED AREA

JANUARY 04,1995

Brevard Land Surveying Inc.

1326 Malabar Rd. S.E. Suite "B" Palm Bay, Florida 32907 (407) 729-0196 Fax (407) 723-8560

LAND SURVEYING CONSULTANTS
LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

GRAPHIC PLOT PLAN

SURVEYOR'S NOTES:

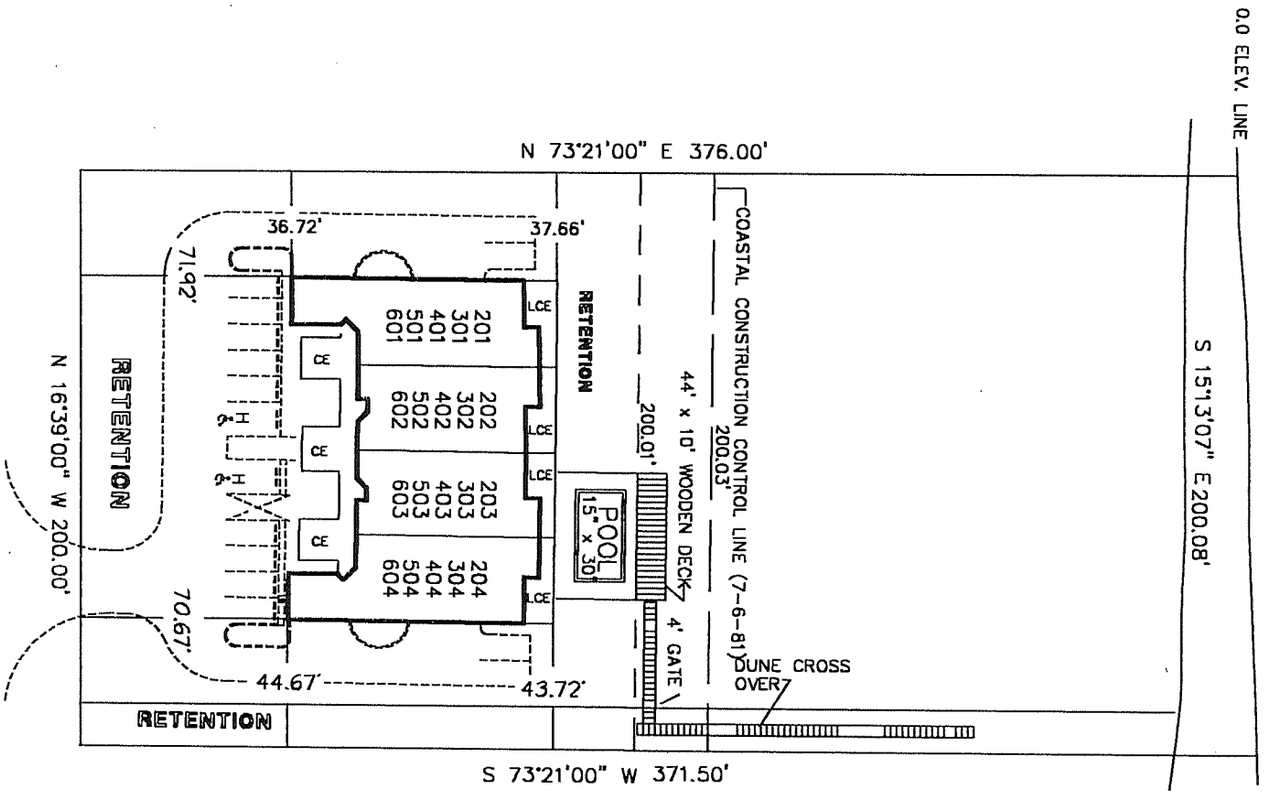
SCALE 1"=60'

1. ROYAL PALM, A CONDOMINIUM CONTAINS 1, 6 STORY BUILDING WITH A TOTAL OF 20 RESIDENTIAL UNITS.

2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.

3. THIS GRAPHIC PLOT PLAN WAS PREPARED UNDER THE DIRECTION OF Richard A. Putz PROFESSIONAL LAND SURVEYOR, STATE OF FLORIDA, NO. 4505 FROM AN APPROVED SITE PLAN PREPARED BY FLEIS ASSOCIATES INC.

4. ELEVATION SHOWN HEREON ARE BASED ON DNR MONUMENT 70-80-A35 ELEVATION 14.99' NATIONAL GEODETIC DATUM, 1929



UNSUITABLE FOR MICROFILM

LEGEND

———	BOUNDARY OF COMMON ELEMENT
———	LIMITS OF BUILDING
LCE	LIMITED COMMON ELEMENT
201-406	UNITS NUMBER

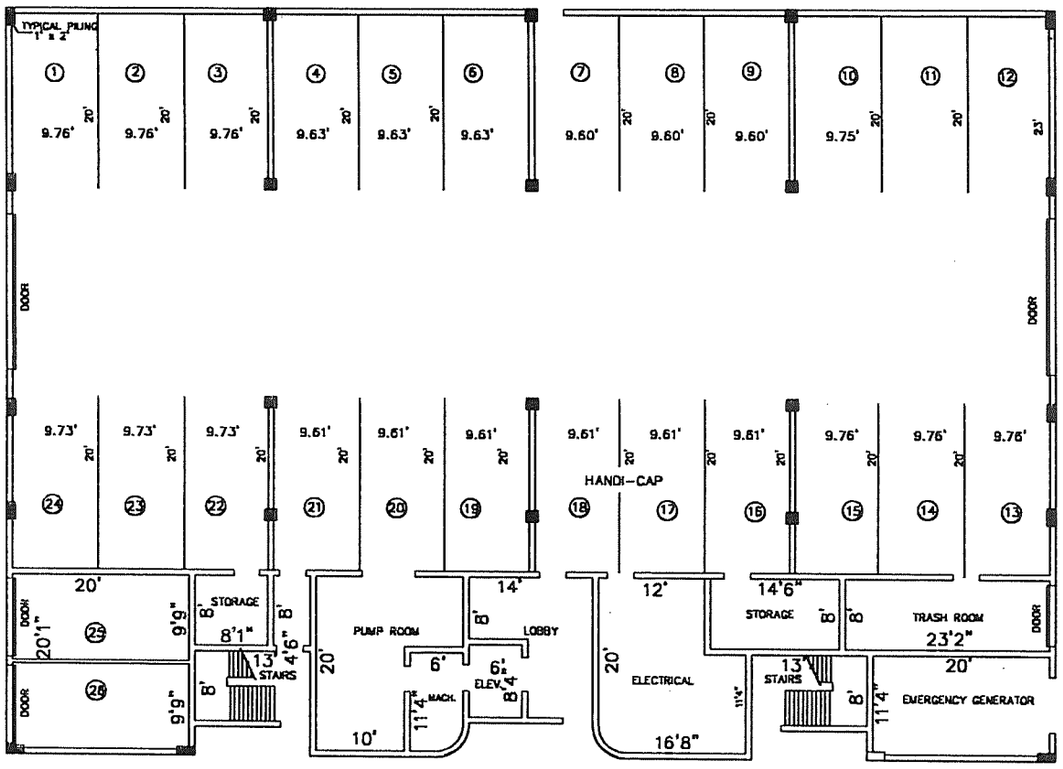
JANUARY 04,1995

Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "F"
Palm Bay, Florida 32907
(407) 729-0196
Fax.(407) 723-8560
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LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

FIRST FLOOR PLAN

SCALE 1"=20'



SURVEYOR'S NOTES:

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 17.32 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 26.39 FEET.
3. THE ENCLOSED PARKING SPACES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, AS SET FORTH IN THE DECLARATION.
4. THE ELEVATIONS SHOWN ARE BASED ON MONUMENT NUMBER 70-80-A36 ELEVATION=14.99 FEET N.G.V.D PER NATIONAL GEODETIC VERTICAL DATUM OF 1929.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR ENCLOSED PARKING SPACES WIDTHS ARE TO THE CENTER OF INTERIOR COLUMNS OR WALLS.
8. (1) INDICATES THE ENCLOSED PARKING SPACE DESIGNATION.

UNSUITABLE FOR MICROFILM

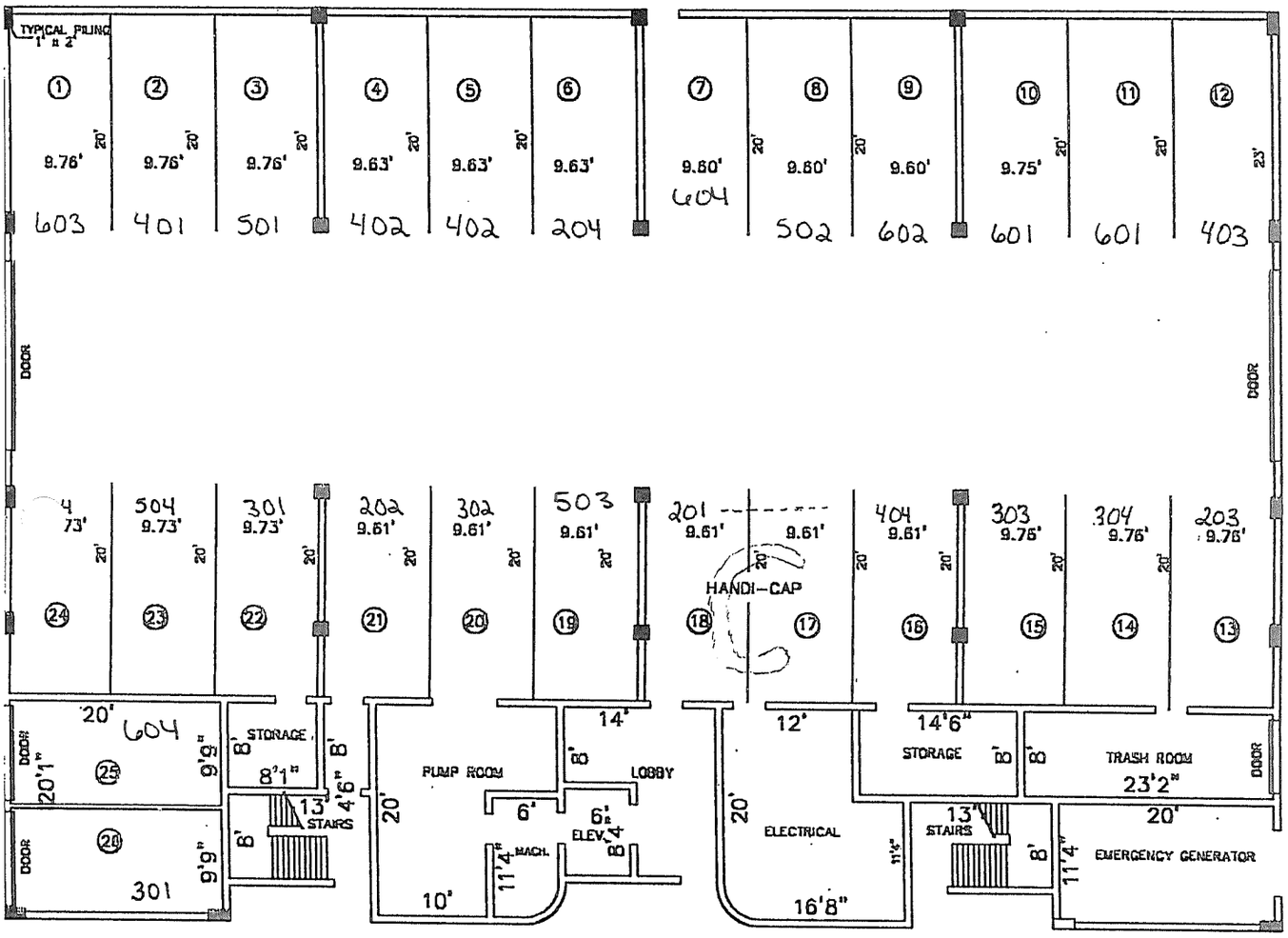
JANUARY 04,1995

Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "B"
Palm Bay, Florida 32907
(407) 729-0196
Fax (407) 723-8560
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LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

FIRST FLOOR PLAN

SCALE 1"=20'

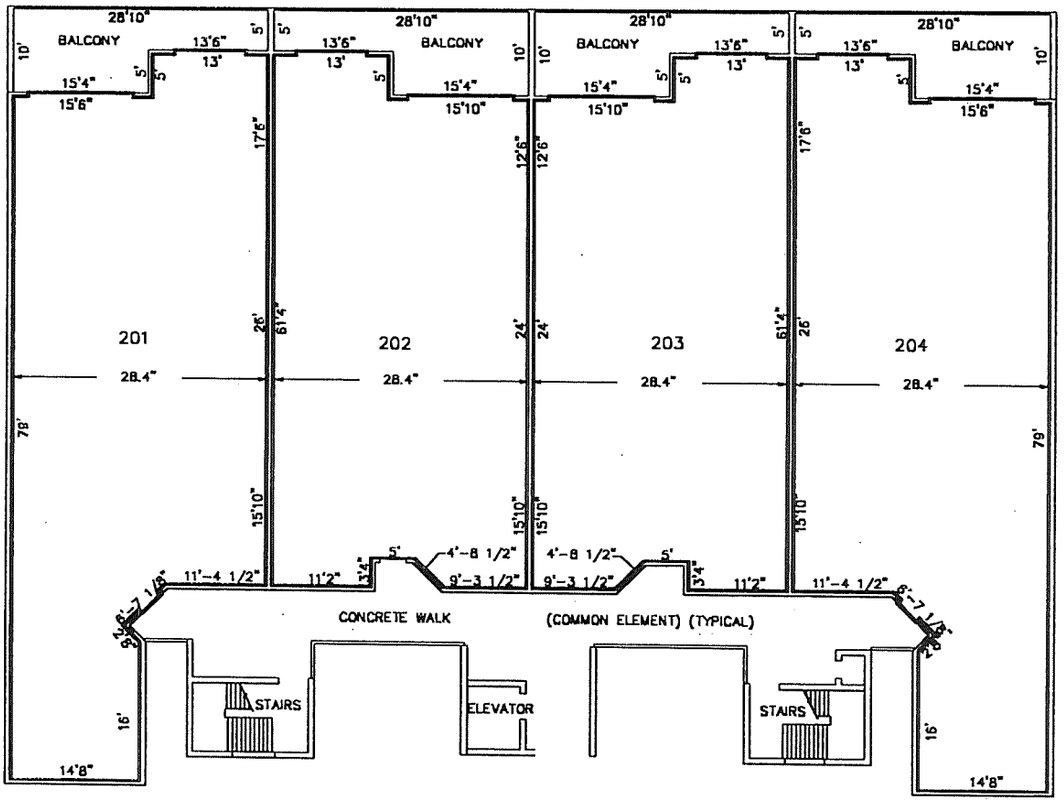


ROYAL PALM, A CONDOMINIUM

SECOND FLOOR PLAN

UNSUITABLE FOR MICROFILM

SCALE 1"=20'



SURVEYOR'S NOTES

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 27.09 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 35.17 FEET.
3. THE BALCONIES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, AS SET FORTH IN THE DECLARATION.
4. THE ELEVATIONS SHOWN ARE BASED ON DNR CONCRETE MONUMENT NUMBER 7D-80-A-36 ELEVATION = 14.99' NATIONAL GEODETIC VERTICAL DATUM 1929.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR WIDTHS ARE TO THE CENTER OF INTERIOR COLUMNS OR WALLS.
8. 201 INDICATES THE UNIT NUMBER DESIGNATION.
9. THE BALCONY AREA IS A COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.

LEGEND

——— INDICATES THE LIMIT OF THE UNIT

JANUARY 04,1995

Brevard Land Surveying Inc.
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LAND SURVEYING / LAND PLATTING

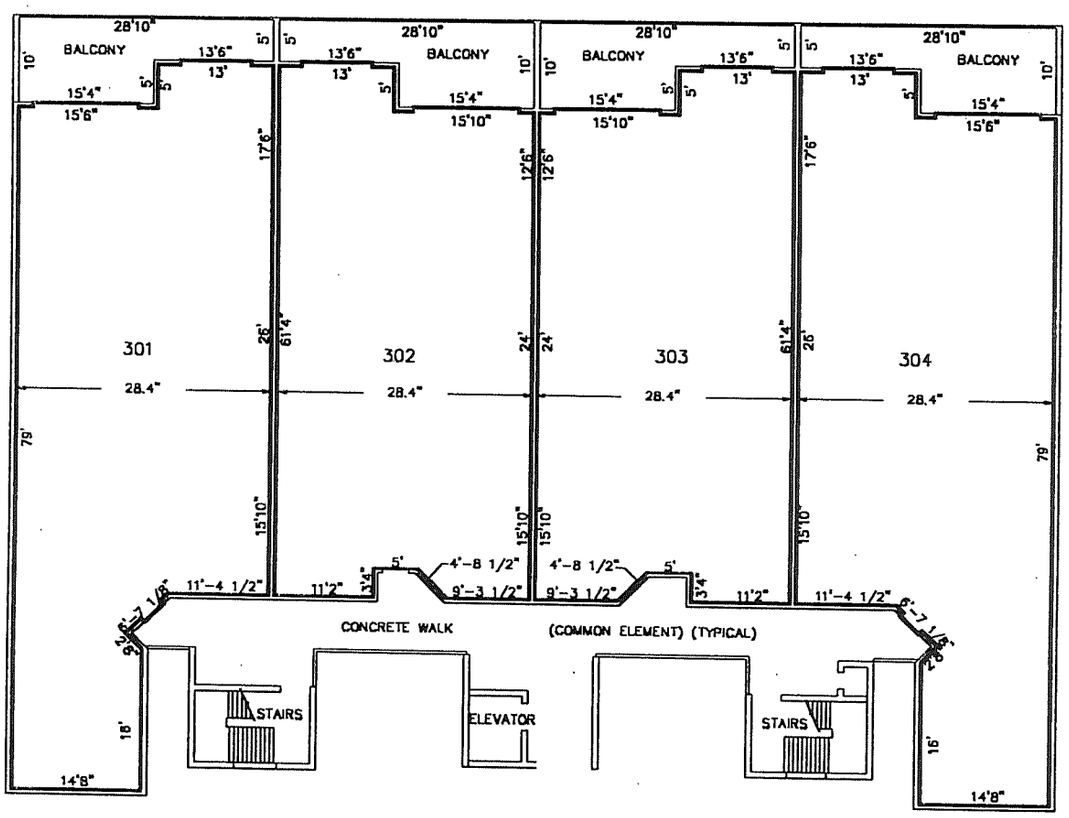
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ROYAL PALM, A CONDOMINIUM

THIRD FLOOR PLAN

UNSUITABLE FOR MICROFILM

SCALE 1"=20'



SURVEYOR'S NOTES

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 35.80 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 43.87 FEET.
3. THE BALCONIES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, AS SET FORTH IN THE DECLARATION.
4. THE ELEVATIONS SHOWN ARE BASED ON DNR CONCRETE MONUMENT NUMBER 70-80-A-36 ELEVATION = 14.99' NATIONAL GEODETIC VERTICAL DATUM 1929.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR WIDTHS ARE TO THE CENTER OF INTERIOR COLUMNS OR WALLS.
8. 301 INDICATES THE UNIT NUMBER DESIGNATION.
9. THE BALCONY AREA IS COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.

LEGEND

——— INDICATES THE LIMIT OF THE UNIT

JANUARY 04,1995

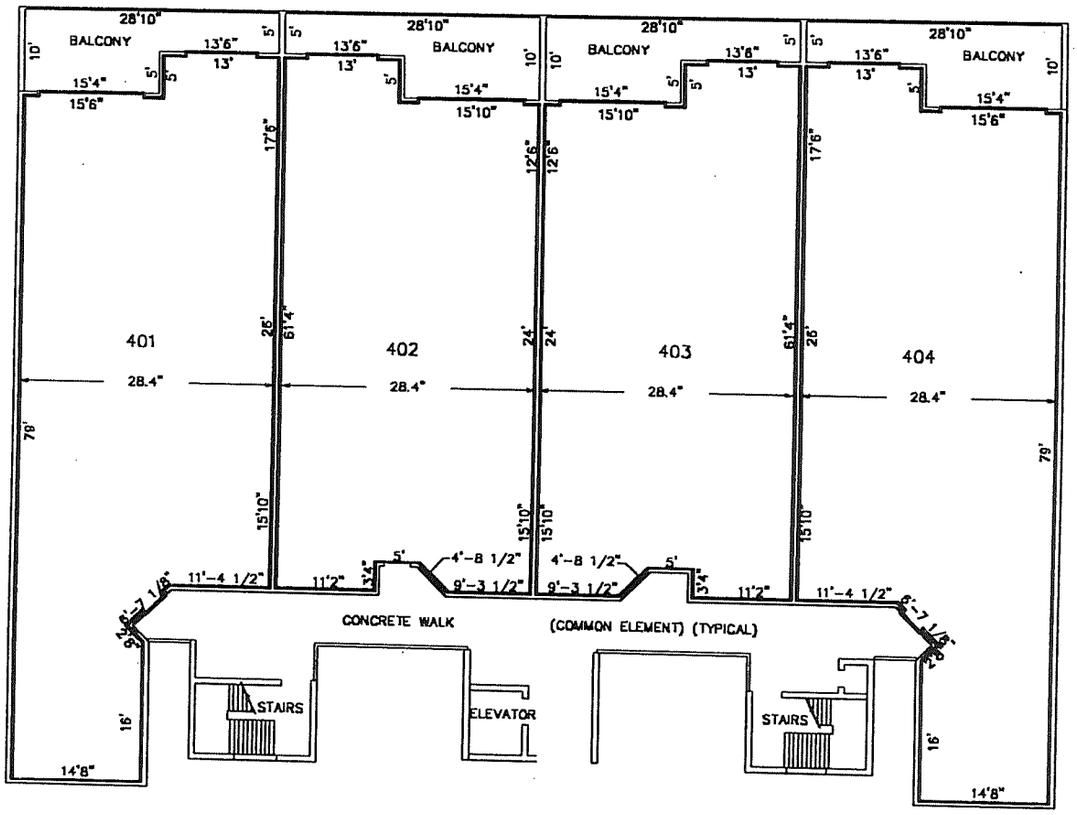
Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "B"
Palm Bay, Florida 32907
(407) 729-0196
Fax (407) 723-8560
LAND SURVEYING CONSULTANTS
LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

FOURTH FLOOR PLAN

UNSUITABLE FOR MICROFILM

SCALE 1"=20'



SURVEYOR'S NOTES

1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 44.57 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 52.63 FEET.
3. THE BALCONIES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, AS SET FORTH IN THE DECLARATION.
4. THE ELEVATIONS SHOWN ARE BASED ON DNR CONCRETE MONUMENT NUMBER 70-80-A-36 ELEVATION = 14.99' NATIONAL GEODETIC VERTICAL DATUM 1929.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR WIDTHS ARE TO THE CENTER OF INTERIOR COLUMNS OR WALLS.
8. 401 INDICATES THE UNIT NUMBER DESIGNATION.
9. THE BALCONY AREA IS COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.

LEGEND

——— INDICATES THE LIMIT OF THE UNIT

JANUARY 04,1995

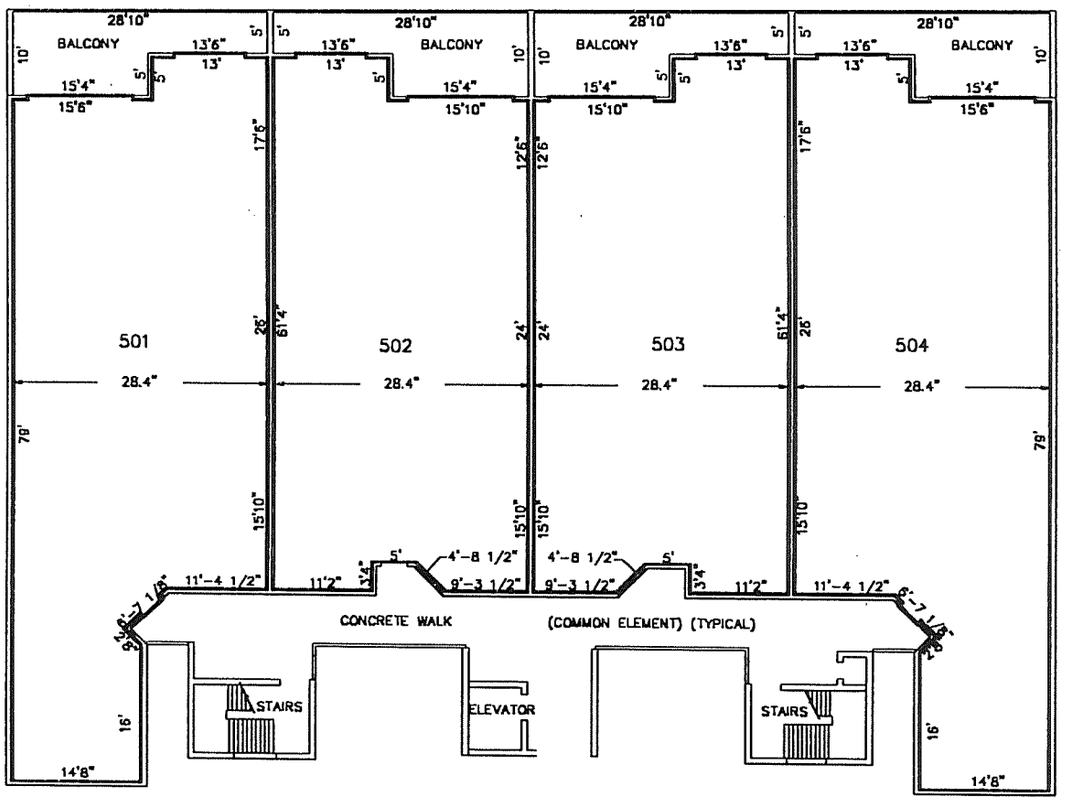
Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "G"
Palm Bay, Florida 32907
(407) 729-0196
Fax.(407) 723-8560
LAND SURVEYING CONSULTANTS
LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

FIFTH FLOOR PLAN

UNSUITABLE FOR MICROFILM

SCALE 1"=20'



SURVEYOR'S NOTES

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 53.35 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 61.35 FEET.
3. THE BALCONIES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, AS SET FORTH IN THE DECLARATION.
4. THE ELEVATIONS SHOWN ARE BASED ON DNR CONCRETE MONUMENT NUMBER 70-80-A-36 ELEVATION = 14.99' NATIONAL GEODETIC VERTICAL DATUM 1929.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR WIDTHS ARE TO THE CENTER OF INTERIOR COLUMNS OR WALLS.
8. 501 INDICATES THE UNIT NUMBER DESIGNATION.
9. THE BALCONY AREA IS A COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.

LEGEND

——— INDICATES THE LIMIT OF THE UNIT

JANUARY 04,1995

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Suite "B"
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LAND SURVEYING / LAND PLATTING

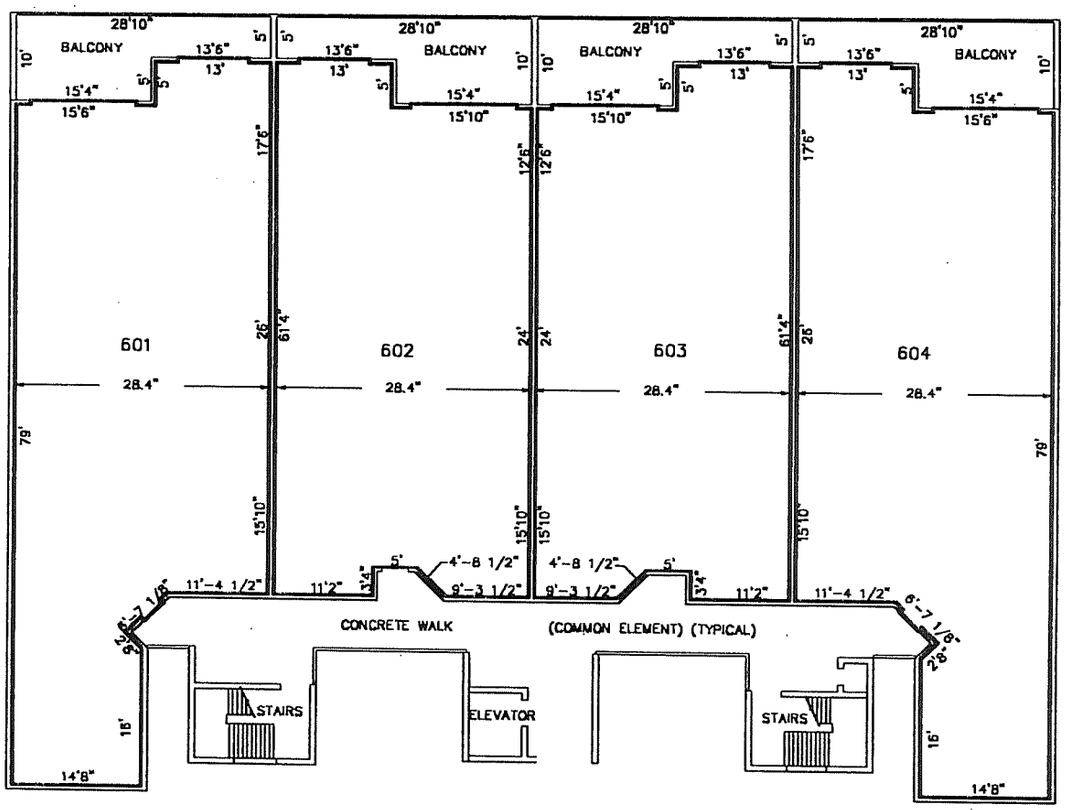
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ROYAL PALM, A CONDOMINIUM

SIXTH FLOOR PLAN

UNSUITABLE FOR MICROFILM

SCALE 1"=20'



SURVEYOR'S NOTES

1. THE SIXTH FLOOR FINISHED FLOOR ELEVATION IS 62.08 FEET.
2. THE SIXTH FLOOR FINISHED CEILING ELEVATION IS 70.12 FEET.
3. THE BALCONIES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, AS SET FORTH IN THE DECLARATION.
4. THE ELEVATIONS SHOWN ARE BASED ON DNR CONCRETE MONUMENT NUMBER 70-80-A-36 ELEVATION = 14.99' NATIONAL GEODETIC VERTICAL DATUM 1929.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. ALL STRUCTURAL FEATURES (COLUMNS, ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. ALL DIMENSIONS FOR WIDTHS ARE TO THE CENTER OF INTERIOR COLUMNS OR WALLS.
8. 601 INDICATES THE UNIT NUMBER DESIGNATION.
9. THE BALCONY AREA IS A COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.

LEGEND

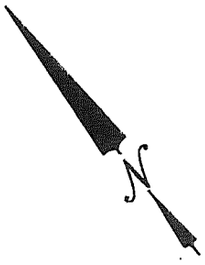
——— INDICATES THE LIMIT OF THE UNIT

JANUARY 04,1995

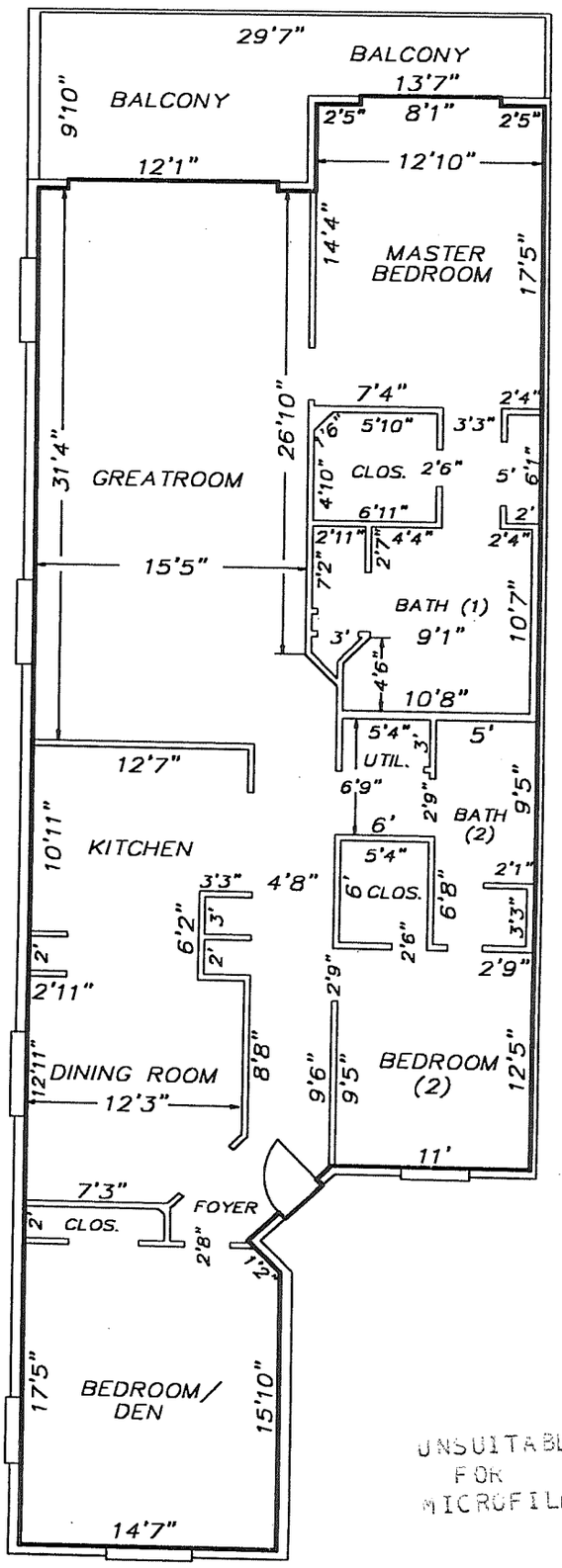
Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "F"
Palm Bay, Florida 32907
(407) 729-0196
Fax.(407) 723-8560
LAND SURVEYING CONSULTANTS
LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

TYPICAL "A" UNIT



SCALE 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATED THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY AREA IS A COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.
4. ALL STRUCTURAL FEATURES (COLUMNS,ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
7. REFER TO THE FLOOR PLANS ON SHEETS 5-9 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.

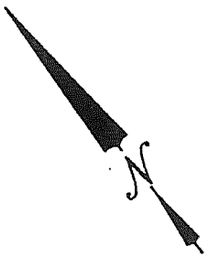
UNSUITABLE FOR MICROFILM

JANUARY 04,1995

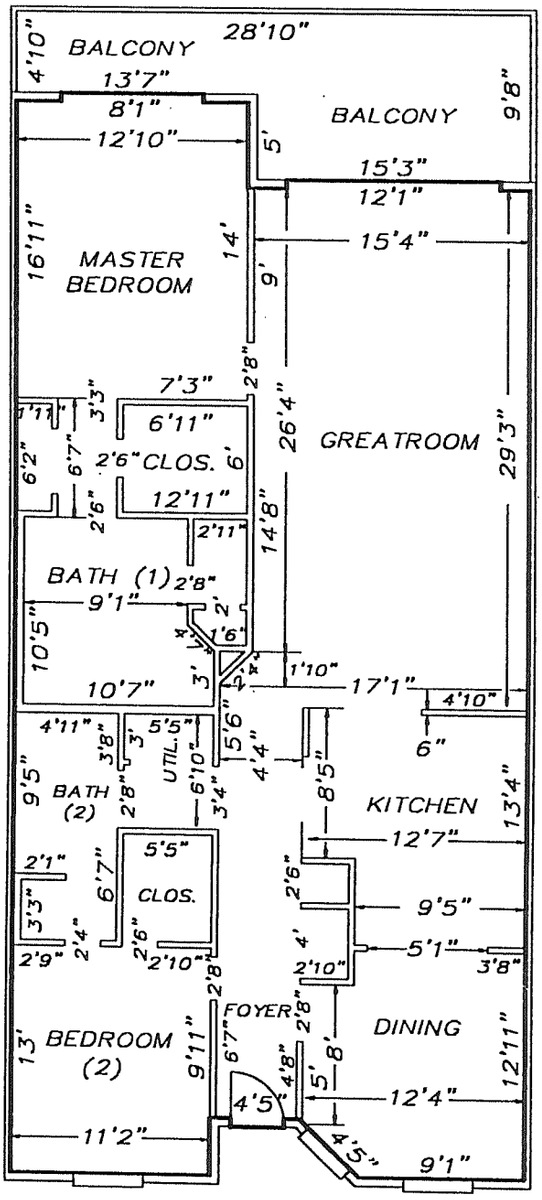
Brevard Land Surveying Inc.
1326 Malabar Rd. S.E.
Suite "B"
Palm Bay, Florida 32907
(407) 729-0195
Fax.(407) 723-8560
LAND SURVEYING CONSULTANTS
LAND SURVEYING / LAND PLATTING

ROYAL PALM, A CONDOMINIUM

TYPICAL "B" UNIT



SCALE 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATED THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY AREA IS A COMMON ELEMENT OF THE CONDOMINIUM, LIMITED TO THE USE OF THE ADJACENT UNIT.
4. ALL STRUCTURAL FEATURES (COLUMNS,ETC.) ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
7. REFER TO THE FLOOR PLANS ON SHEETS 5-9 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.

UNSUITABLE FOR MICROFILM

JANUARY 04,1995

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ARTICLES OF INCORPORATION
OF
R.P.O. CONDOMINIUM ASSOCIATION, INC.

For the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, the undersigned incorporator hereby adopts the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be R.P.O. CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") as it exists on the date hereof for the operation of a condominium located in Brevard County, Florida known as ROYAL PALM, A CONDOMINIUM.

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Brevard County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

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(c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To allocate expenses of the Condominium in the manner contemplated by the By-Laws.

(k) To levy and collect adequate assessments against members of the corporation for the costs of maintenance and operation of the Surface Water or Stormwater Management System. The assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

(l) To operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permit No. 42-009-1043N, requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

4.3 Condominium Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members or the Condominium for which the funds and/or properties are held in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a

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public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE 5

MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership, or any appropriate constituency thereof, shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

ARTICLE 7

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

NAME	ADDRESS
JOHN B. SHOEMAKER	503 N. Atlantic Avenue, #105 Cocoa Beach, FL 32932-0808

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who

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shall serve until their successors are designated by the Board of Directors are as follows:

President:	JOHN B. SHOEMAKER 503 N. Orlando Avenue, #105 Cocoa Beach, Florida 32932-0808
Secretary:	SYLVIA LEE 503 N. Orlando Avenue, #105 Cocoa Beach, Florida 32932-0808
Treasurer	VICTORIA PLUM 503 N. Orlando Avenue, #105 Cocoa Beach, Florida 32932-0808

ARTICLE 9

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or residents of units in the Condominium.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by all or appropriate portions of the Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Directors of the Association shall be elected at their annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

JOHN B. SHOEMAKER
503 N. Orlando Avenue, #105
Cocoa Beach, Florida 32932-0808

SYLVIA LEE
503 N. Orlando Avenue, #105
Cocoa Beach, Florida 32932-0808

VICTORIA PLUM
503 N. Orlando Avenue, #105
Cocoa Beach, Florida 32932-0808

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ARTICLE 10

INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

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10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12

AMENDMENTS

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

12.1 Notice and Adoption. Amendments to those Articles shall be proposed by the Board of Directors and, after notice to members within the time and in the manner provided for in Chapters 617 and 718 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

12.2 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Brevard County, Florida.

ARTICLE 13

TERMINATION

In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 14

INITIAL REGISTERED OFFICE; ADDRESS
AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 503 North Orlando Avenue, P. O. Box 320808, Cocoa Beach, Florida 32932-0808, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be JOHN B. SHOEMAKER.

IN WITNESS WHEREOF, the incorporator has affixed his signature the day and year set forth below.

JOHN B. SHOEMAKER

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STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of January, 1995, by JOHN B. SHOEMAKER, who is personally known to me, or who produced N/A as identification, and who did take an oath.

Sylvia Lee
Notary Public Signature

My commission expires:

Sylvia Lee
Print Notary Public Name

SYLVIA F. LEE
MY COMMISSION # CC 269313
EXPIRES: April 20, 1996
Bonded Thru Notary Public Underwriters

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

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, located in the City of Cocoa Beach, County of Brevard, State of Florida, the corporation named in the said articles has named JOHN B. SHOEMAKER, whose office address is 503 North Orlando Avenue, P. O. Box 320808, Cocoa Beach, Florida 32932-0808, as its statutory Registered Agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

JOHN B. SHOEMAKER
Registered Agent

DATED this 31 day of January, 1995.

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BY-LAWS OF

R.P.O. CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of R.P.O. CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida, and organized for the purpose of administering a condominium located in Brevard County, Florida known as ROYAL PALM, A CONDOMINIUM.

1.1 Principal Office. The principal office of the Association shall be at 503 N. Orlando Avenue, Suite 105, Cocoa Beach, Florida 32932, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting of all the Unit Owners of the Condominium shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business affecting the Condominium authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board, the first annual meeting shall be held on the first Thursday in the month of February following the year in which the Declaration is recorded.

3.2 Special Meetings. Special members' meetings may be called for the entire membership, for those matters affecting the Condominium or the members thereof, and shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association, or as provided elsewhere herein or in the Act. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of all meetings of Unit Owners, including both special and annual meetings, shall be given by written notice. The written notice must include an agenda and shall be mailed or delivered to each Unit Owner at least fourteen (14) days prior to any annual or special meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the annual or special meeting. Upon notice to the Unit Owners, the Board of Directors shall by duly adopted rule

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designate a special location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted.

Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner.

An officer of the Condominium Association, or the manager, or other person providing the notice of any Unit Owner meeting, shall provide an affidavit or United States postal certificate of mailing, to be included in the official records of the Condominium Association, affirming that the notice was mailed or hand-delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

Notice of special meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when their (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership.

3.5 Voting.

(a) Number of Votes. Except as provided in paragraph 3.10 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners of the particular constituency for which the action was taken for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the appropriate Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person must be one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote

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for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association or the appropriate voting constituency shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee must be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Except as specifically otherwise provided herein, the Unit Owners may not vote by general proxy, but may only vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes concerning the following matters:

(a) Votes taken to waive or reduce reserves.

(b) Votes taken to waive financial statement requirements.

(c) Votes taken to amend the Declaration.

(d) Votes taken to amend the Articles of Incorporation and the By-Laws.

(e) Votes taken for any other matter for which the Act requires or permits vote of the Unit Owners.

No proxy, limited or general, shall be used in the election of the Board of Directors.

General proxies may be used for establishing a quorum and any other matter for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding any of the provisions of this section, Unit Owners may vote in person at Unit Owner meetings.

Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days from the date of the first

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meeting for which it was given. Each proxy is revocable at any time at the pleasure of the Unit Owner executing it.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading of minutes;

(e) Reports of officers;

(f) Reports of committees;

(g) Determination of number of Directors;

(i) Election of Directors;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) of the appropriate voting constituency having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such members at which an appropriate quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to the appropriate members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

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4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3), nor more than nine (9) Directors, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors not appointed by the Developer must be Unit Owners.

4.2 Election of Condominium Directors. Election of Directors shall be conducted in the following manner:

(a) The members of the Board of Directors shall be elected by written ballot.

(b) Proxies shall in no event be used in electing the members of the Board of Directors, either in general elections or in elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise provided in this section.

(c) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or by mailing included in another Association mailing, or delivering regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election.

(d) Any Unit Owner or other eligible person desiring to be a candidate of the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election.

(e) The Board of Directors shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of their intent to run. At this meeting, the Board shall accept additional nominations for the Board of Directors. Any Unit Owner may nominate themselves, or may nominate another Unit Owner or eligible person, if that person has permission in writing to nominate the other person.

(f) Not less than thirty (30) days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot which shall list all candidates.

(g) Upon request of a candidate, the Association shall include an information sheet no larger than 8 1/2" by 11", which information sheet must be furnished by the candidate to the Board of Directors not less than thirty (30) days before the election, to be included with the mailing of the ballot, with the costs of the mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

(h) Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirements; however at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a ballot election of the members of the Board of Directors.

(i) No Unit Owner shall permit any other person to cast their ballot. Any Unit Owner who needs assistance in casting the ballot may obtain assistance in casting the ballot.

(j) The regular election shall occur on the day of the annual meeting.

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(k) Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

(a) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled in accordance with the election procedures provided in Paragraph 4.2, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof, shall be filled by the Developer without the necessity of any election. However, if both the Developer and the members other than the Developer are entitled to representation on the Board, then the vacancy on the Board previously occupied by a board member elected by members other than the Developer shall be filled in accordance with the election procedures provided in Paragraph 4.2.

(b) Any Director elected by the members may be removed by concurrence of a majority of the votes of the constituency electing such Director at a special meeting of such constituency called for that purpose. Such a meeting may be called by 10% of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners. The vacancy in the Board of Directors so created shall be filled by a majority vote of the remaining members, unless the Director was appointed by the Developer, in which case the Developer shall appoint another Director without the necessity of any meeting. However, in the event that the removal of the Director or Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, the vacancies on the Board shall be filled in accordance with the rules promulgated by the Bureau of Condominiums. However, any Director elected in this manner shall only serve until such time as an election can be held in accordance with Paragraph 4.2 The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, other than due to the removal of a Director as provided in Paragraph 4.3(b), any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly

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constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. The notice must include an agenda. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any meeting of the Board of Directors shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the tape recording and video taping of any meeting. The Board may also adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments or at which amendment to the rules regarding unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day requirement shall be made by an affidavit executed by the person who provides the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices shall thereafter be posted. A notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given to the Directors personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of

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the members of the Association, except in the event of an emergency.

4.8 Waiver of Notice. Any Directors may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the president (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of members of the Board of Directors (but less than a quorum of the Board) with equal representation from the Condominium. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the

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Executive Committee shall not have the power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in the Condominium that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to the Purchasers; (b) three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first, or (e) seven (7) years after recordation of the Declaration of Condominium, the Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the Units in the Condominium. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association. Upon election of the first Director by members other than the Developer, the Developer shall forward to the Division the name and mailing address of the Unit Owner Board member so elected. The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

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Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or earlier if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election of the Board of Directors. The election shall proceed in accordance with Paragraph 4.2. The notice may be given by any Unit Owner if the Association fails to do so.

Except as provided in Section 4.15(g) below, at the time Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration and all amendments;

(b) A certified copy of the Articles of Incorporation for the Association;

(c) A copy of the By-Laws of the Association;

(d) The Minute Books, including all Minutes, and other books and records of the Association;

(e) Any rules and regulations which have been adopted;

(f) Resignations of resigning officers and Board members who were appointed by the Developer;

(g) Within ninety (90) days after turnover, the financial records, including financial statements, of the Association, and source documents since the incorporation of the Association to the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473, Florida Statutes. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments. To the extent required by law, the Developer is required to bear all expenses of the Association and of the operation of the Condominium in excess of Assessments or other sums collected or due from Unit Owners or others prior to the time the Developer relinquishes control;

(h) Association Funds or the control thereof;

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

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(j) A copy of the plans and specifications utilized in the construction or remodeling of the improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property;

(k) A list of names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and landscaping of the Condominium Property.

(l) Insurance policies;

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;

(q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable;

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and

(s) All other contracts to which the Association is a party.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all of the Common Elements.

(b) Determining the expenses required for the operation of the Condominium and the Association.

(c) Collecting the Assessments for Common Expenses from Unit Owners.

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(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners of the Condominium to overrule the Board as provided in Section 13 hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.

(h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.

(j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(k) Obtaining and reviewing insurance for the Condominium Property.

(l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(n) Levying fines against the Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

(o) Purchasing or leasing Units for use as housing by resident employees for the Condominium.

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units in the Condominium represented at meeting at which quorum thereof has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum with respect to the Condominium in excess of $50,000.00; provided further that the Board of Directors may not borrow money to pay for anticipated current operating expenses or for unpaid operating expenses previously incurred. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner of the Condominium who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of

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all the Unit Owners in their Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

(q) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.

(s) Granting easements and licenses over the Condominium Property as permitted by the Declaration or the Florida Condominium Act.

(t) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case.

(u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Florida Condominium Act, and (ii) all powers of a Florida corporation not for profit.

(v) Contracting with and creating special taxing districts.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an

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association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6. Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon the election of a successor. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or other Directors or officer (other than appointees of the Developer or other Directors or officers who are not Unit Owners) shall constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association, set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the appropriate Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, each budget shall include reserve accounts for roof replacement, building painting and pavement resurfacing and for any other item for which the

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deferred maintenance expense or replacement cost exceeds $10,000.00. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Although reserve accounts must be included in the budget, funding thereof may be waived if the appropriate members of the Association have, by a vote of the majority of the total voting interest voting in person or by limited proxy at a duly called meeting of the association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required by this subsection.

The adoption of a budget for each Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget for the Condominium shall be mailed to each Unit Owner in the Condominium not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the Unit Owners, a special membership meeting shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than fifty (50%) percent of all the Units (including Units owned by the Developer) in the Condominium.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association in respect of the Condominium which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property, and all special Assessments.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Condominium in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners in the Condominium for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members of the Condominium, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget of the Condominium for such year.

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9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible, at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended Assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. If only a partial month remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. Regular monthly installments shall be due one full month in advance.

9.3 Other Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due on the date the claim of lien is filed as provided in Article 12 of the Declaration and Section 718.116, Florida Statutes.

9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse

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funds of the Association, including any person authorized to sign checks, the President, Secretary and Treasurer of the Association. The amount of such bonds shall be in acordance with the Florida Condominium Act as amended from time to time, but in no event shall the amount of the bond be less than Ten Thousand ($10,000.00) Dollars for each such person so bonded. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.8 Accounting Records and Report. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations or the manager (if any) under any applicable management contract. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the Condominium for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Cost for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Cost for recreation facilities;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Cost for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses; and

(j) General reserves, maintenance reserves and depreciation reserves.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of such information, for all purposes until notified in writing of

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changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

12. Amendments. Except where the Declaration provides otherwise, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.112(2)(h), Florida Statutes.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members 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 that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) Prior to the time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning a majority of the Units represented at any meeting at which a quorum has been attained and by not less than two-thirds (2/3rds) of the Board of Directors of the Association; or

(b) After such time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning not less than a majority of the Units represented at any meeting at which a quorum has been attained.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer,

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Owners of a majority of the Units of each Condominium represented at a meeting at which a quorum thereof is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium, and a majority of the members represented at a meeting of the entire membership at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

THE FOREGOING were adopted as the By-Laws of R.P.O. CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 10th day of JANUARY, 1975.

APPROVED:

President

Secretary

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SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS
FOR
R.P.O. CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium of R.P.O. CONDOMINIUM ASSOCIATION, INC. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.

2. Each Unit Owner's personal property must be stored within his Unit or within storage lockers or spaces, if any, appurtenant to his Unit as Limited Common Elements.

3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

4. No articles shall be placed in the hallways.

5. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.

6. Neither rugs, laundry nor any other articles shall be shaken or hung from windows, doors, balconies, terraces or exterior walls.

7. Garbage and other refuse shall be placed only in designated areas.

8. Employees of the Association are not to be engaged by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's employees.

9. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or Occupants.

10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

11. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, other than those originally installed by the Developer, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements.

12. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues or for normal household purposes. In addition, gas or electric grills are permitted on patios or balconies, but charcoal grills are prohibited.

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13. A Unit Owner who plans to be absent must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.

14. Beverages in glass containers may not be consumed on the Common Elements.

15. No exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.

16. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

17. Pets are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animal's owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's Unit.

18. All enclosed parking spaces shall be kept in a neat and orderly fashion. Nothing shall be stored in the enclosed parking space except that items may be stored in a storage closet which is approved by the Board of Directors.

19. No solicitation of any kind shall be permitted on the Condominium Property.

20. Every Unit Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time), to the extent applicable. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine not exceeding $100.00 per violation may be levied. Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed $1,000.00 in the aggregate. Fines may be levied against an Owner, occupant, family, guest, invitee, lessee or employee for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date, time and location of the next meeting of the Infractions Committee.

(b) Hearing. The non-compliance shall be presented to the Infractions Committee, at which time the Owner or Occupant shall present reasons why the fine should not be levied. The Owner or Occupant may be represented by counsel

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and may cross-examine witnesses. A written decision of the Infractions Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after the Infraction Committee's meeting. If the Infractions Committee does not agree with the fine, then the fine may not be levied. If the Infractions Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after written decision of the Infractions Committee is mailed to the Unit Owner.

(c) Members of Infractions Committee. The Infractions Committee shall consist of three (3) Unit Owners, who are not on the Board of Directors. The Board of Directors may select the members of the Infractions Committee.

(d) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(e) Non-exclusive Remedy. These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

21. Except for rules, regulations and requirements regarding (a) leases or lessees which must be approved by the Association (b) the presence of pets or (c) parking restrictions, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, to the Primary Institutional First Mortgagee, or to Units owned by the Developer or the Primary Institutional First Mortgagee until they are conveyed. They shall apply, however, to all other Owners and occupants of Units.

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SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS
FOR
R.P.O. CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium of R.P.O. CONDOMINIUM ASSOCIATION, INC. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.

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9. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or Occupants.

10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

11. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, other than those originally installed by the Developer, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements.

12. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues or for normal household purposes. In addition, gas or electric grills are permitted on patios or balconies, but charcoal grills are prohibited.

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13. A Unit Owner who plans to be absent must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.

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(a) Notice. The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date, time and location of the next meeting of the Infractions Committee.

(b) Hearing. The non-compliance shall be presented to the Infractions Committee, at which time the Owner or Occupant shall present reasons why the fine should not be levied. The Owner or Occupant may be represented by counsel

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and may cross-examine witnesses. A written decision of the Infractions Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after the Infraction Committee's meeting. If the Infractions Committee does not agree with the fine, then the fine may not be levied. If the Infractions Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after written decision of the Infractions Committee is mailed to the Unit Owner.

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STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this office.
SANDY CRAWFORD, Clerk Circuit and County Court
DATED 1/10/95 BY [signature] D.C.

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