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 DCC ST. \$
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 SER CHG \$ 1.00
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 Clerk, Circuit Court Brevard Co. Florida

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DECLARATION OF CONDOMINIUM
RIVERWEST A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

RIVERWEST, A CONDOMINIUM

RWD ENTERPRISES, INC., a Florida corporation, whose post office address is Post Office Box 606, Cocoa Beach, Florida 32931 hereinafter called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration", as and for a plan of condominium apartment ownership for RIVERWEST, A CONDOMINIUM, which consists of real property and improvements thereon as hereinafter described. This will be a phased condominium development which will consist of two (2) phases as hereinafter provided.

The Survey exhibits which are attached hereto and made a part hereof by this reference have been prepared by John R. Campbell, Professional Land Surveyor, having Florida Certificate No. 2351, who is employed by Allen Engineering, Inc. of Cocoa Beach, Florida. These exhibits are described as follows:

Exhibit "A" is a survey of the land and graphic descriptions of the improvements in which units are located, plot plans thereof identifying the units, common elements and limited common elements and their respective locations, dimensions and floor plans for Phase 1.

Exhibit "B" shows the location of the lands of Phase 2 of the project.

At the time of the recording of this Declaration of Condominium in the Public Records of Brevard County, Florida, these survey exhibits will be certified in the manner required by the Florida Condominium Act. These exhibits will hereinafter be referred to by designation of the exhibit and the sheet number thereof if required, and no further reference of the exhibit will be necessary.

The other exhibits attached hereto and made a part hereof by reference are:

Exhibit "C" - which is the Articles of Incorporation of Riverwest Condominium Association, Inc., a corporation Not For Profit existing under the laws of the State of Florida. This is the corporation which will operate the condominium. It will be referred to in this Declaration as "the corporation" or as the Association. Each owner of a unit in this condominium project will be a member of "the Corporation" as long as such member holds title to a unit.

Exhibit "D" - which is a copy of the By-Laws of the Association.

The provisions of the Florida Condominium Act (Chapter 718 Florida Statutes, 1984) together with this Declaration of Condominium and rules and regulations which have been made by the Division of Florida Land Sales and Condominiums of the Florida Department of Business Regulation, shall govern this Condominium and together they will establish and set the rights, duties and responsibilities of the owners of individual condominium units in this condominium project. The Florida Condominium Act in Section 718.508 also makes this condominium subject to the authority, regulation and control of the Division of Hotels and Restaurants of the Florida Department of Business Regulation as provided in Chapter 399, Florida Statutes, 1984.

Any amendments to the Florida Condominium Act made after the year 1984 shall not affect or apply to this condominium project unless the amendment thereto specifically states that it applies to condominiums in existence at the time such amendment to Chapter 718, Florida Statutes is adopted by the Florida Legislature.

The definitions contained in the Florida Condominium Act, which may hereafter be referred to as "the Condominium Act" or "the Act", shall be the definitions of like terms used in this Declaration unless other definitions are specifically set forth in this Declaration.

I
ESTABLISHMENT OF THE CONDOMINIUM

The Developer is the owner of and holds fee simple title to all of the lands described in Exhibit "A", and in Exhibit "B", and has constructed a condominium unit building together with other improvements on those lands described in Exhibit "A" which covers Phase 1 of this condominium project. The legal description of the lands in Phase 1 is given on Sheet 4 of Exhibit "A". A Graphic Plot Plan of those lands is shown on Sheet 2 of Exhibit "A" and a sketch of survey is shown on Sheet 3 of Exhibit "A".

The Developer does hereby submit the lands described on Sheet 4 of Exhibit "A", together with all the improvements thereon to the condominium form of ownership. The estimated completion date of Phase 1 is December, 1985.

The Developer also now commits itself to add the lands described on Sheet 4 of Exhibit "B", Phase 2, to this condominium by Amendment to this Declaration as provided herein and it will be added no later than December, 1986.

II
SURVEYS AND DESCRIPTIONS OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of twelve (12) pages, are surveys of the land and graphic descriptions of the units, the common elements and the limited common elements, and their respective locations and dimensions of Phase 1.

Exhibit "A" covers Phase 1 and all sheet numbers hereafter stated apply to Exhibit "A".

The Surveyor's Affidavit is stated on Sheet 1, and this Affidavit is made in compliance with the requirements of Section 718.104(4)(c) and shows that the improvements have been substantially completed.

Sheet 2 is a Graphic Plot Plan of the lands within this Phase and contains the Surveyor's notes.

Sheet 3 is a sketch of survey.

Sheet 4 contains the legal description of Phase 1.

Sheet 5 shows the first floor garage.

Sheets numbered 6 through 9 inclusive, show the location within Building Number 1 of the individual units as follows:

<u>UNIT NUMBER</u>	<u>FLOOR NUMBER</u>	<u>SHEET NUMBER</u>
201, 202, 203, 204,	2	6
301, 302, 303, 304,	3	7
401, 402, 403, 404,	4	8
501, 504,	5	9

Sheet 10 is the Typical Model "A" Floor Plan.

Sheet 11 is the Typical Model "B" Floor Plan.

Sheet 12 is the Typical Model "C" Floor Plan.

Attached hereto and made a part hereof, and marked Exhibit "B" consisting of four (4) pages, are surveys of the lands of Phase 2.

All Sheet numbers hereafter pertain to Exhibit "B".

Sheet 1 is an Overall Graphic Plot Plan

Sheet 2 is a Sketch of Survey

Sheet 3 is a Sketch of Survey showing the location of Phase 2

Sheet 4 contains the Legal Descriptions of Phase 1 and Phase 2.

III

OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON ELEMENTS

Each unit will be conveyed as an individual property capable of independent use and fee simple ownership and the owner of each unit will own an undivided share of all of the common elements and the common surplus of the condominium, which includes all of the condominium property and improvements except the individual condominium units. The space within the units and the unit's interest in the common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided interest in all common elements of the condominium.

The common expenses shall be shared and paid and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements.

The Developer hereby, and each subsequent owner of any interest in a unit, by acceptance of a deed or other instrument transferring an interest in a unit, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium project is terminated. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration. Each owner of a unit shall have as an appurtenance to the unit a perpetual easement for ingress to and egress from the unit over the common property from and to the public highway bounding the condominium project and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium project, to the use and enjoyment of all common facilities and common property, except limited common elements, the use of which is restricted to the owner of the unit to which those limited common elements are appurtenant.

All property covered by the Exhibits hereto shall be subject to a perpetual easement for any encroachments which hereafter may exist caused by settlement or movement of the building, and any such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to the Association, hereinafter named, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times unless an emergency exists.

The Developer hereby grants and conveys unto the Association for the benefit of its members, a nonexclusive easement over all common elements of the condominium so that all members of the Association, present and future, their guests and tenants may use the aforesaid common elements for the uses and purposes intended therefor.

The interest or share of the common elements of all of the owners of units in this condominium is exactly the same as the share of each other owner of a unit in this project. The exact percentage or proportionate share of each owner in Phase 1 will be one-fourteenth (1/14th).

After Phase 2 is added the percentage or proportionate share of each owner will be one-thirtieth (1/30th).

At all times regardless of how many phases, or what options are exercised by the Developer, the owner of each unit will own the same proportionate share of the common elements as the owners of all other units own. The owner's proportionate share or interest in the common elements is not based, or calculated on the size or value of the unit owned by anyone.

IV
UNIT BOUNDARIES, COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the units, and shall include easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the units, limited common elements and easements of support in every portion of a unit which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of the units. The common elements include the common surplus and all personal property which is administered or controlled by the Association.

The units of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the units, the boundaries of which units are more specifically shown in Exhibit "A". The floor plans for each floor of the building are shown on Sheets 6 through 9 inclusive of Exhibit "A". The inside solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units while the upper and lower boundaries of the units are stated in notes on said plans, which notes relate to the elevations of the units.

There are limited common elements which are appurtenant to each of the units in this condominium. These limited common elements consist of parking spaces in the first floor garage and balconies. Use of these limited common elements is reserved for the owner of the unit to which the limited common element is appurtenant, to the exclusion of all other owners. Each unit has a balcony adjacent to it and will also have a parking space or spaces as limited common elements appurtenant to those units. The parking spaces are numbered and the deed by which the Developer will convey title to the unit to the first purchaser of the unit will contain the number of the parking space if that owner is purchasing a parking space. Any unit owner may allow any other unit owner to use the parking space which is appurtenant to his unit. Any unit owner may convey the exclusive right to the use of his parking space to any other owner of a unit in the condominium by a properly executed assignment of the "right to use" of that limited common element and such assignment shall become effective after the recording of the assignment in the Public Records of Brevard County, Florida, and the delivery of a copy of the recorded assignment to the Association. The Association shall thereupon change the records to show that the parking space is no longer appurtenant to the assignor's unit and is then appurtenant to the assignee's unit. The location of the numbered parking spaces can be found on Sheet 5 of Exhibit "A". The assignment of a parking space may be made between owners of units in different phases of the project.

The right to use of any limited common element may not be assigned, transferred, rented, leased or otherwise transferred separ-

ately except to an owner of a unit in the project, however the lease of a unit in the project to a lessee shall also cover the right to use of all limited common elements appurtenant to the leased unit.

Expenses of maintenance, repair or replacement relating to the limited common elements shall be treated as and paid for as a part of the common expenses of the Association, except the expenses of maintenance relating to the decorated floor surfaces of the balconies shall be borne by and assessed against the individual unit owner. However, the expense of maintenance, repair or replacement made necessary by the intentional destructive act of any unit owner shall be borne by said unit owner.

V
COMMON EXPENSES, ASSESSMENTS, COLLECTIONS
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, including flood insurance, if available, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected to cover the cost of such omitted item or items. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected expenses for the year. Each unit owner shall be liable for the payment to the Association of that owner's share or percentage of the common expenses as provided in Article IV hereof which states that the owner of each unit shall be liable for the same proportionate share of the common expense as the owner's share will be from time to time in the common elements of the condominium.

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least a majority of the units in the condominium.

The liability for any assessment or portion thereof may not be avoided by a unit owner or waived by reason of such unit owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his unit.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association for all costs of collection of delinquent assessments. Assessments shall be, at time an assessment falls due, paid by the unit owners on a monthly basis. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to accelerate the total assessments due that year against said unit and to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of fifteen percent (15%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and

the interest in the common elements and limited common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the Corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel.

Notice of Contest of Lien

TO: RIVERWEST CONDOMINIUM ASSOCIATION, INC.

You are notified that the undersigned contests the claim of lien filed by you on _____, and recorded in Official Records Book _____, at Page _____, of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this _____ day of _____, 19__.

Signed: _____
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered 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 shall 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. If after diligent search and inquiry the Association cannot find the unit owner or mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Section 718.116(4), Florida Statutes.

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.

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The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of the common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Any unit owner has the right to require from the Association, a certificate showing the amount of unpaid assessments against him with respect to this condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association and the Association and the members shall be bound thereby.

The Association may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. In the operation of the condominium prior to the turning over of control of the Association to the unit owners, the Association shall maintain the same type of financial books and records that the Association is required to maintain after control of the Association is taken over by the unit owners so that the Developer may comply with the applicable provisions of Section 718.3015(c) Florida Statutes at the time control of the Association is turned over to the owners.

A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is an owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amount paid by grantee therefor.

VI
DEVELOPER'S GUARANTY OF
MONTHLY MAINTENANCE SUM

The Developer shall be excused from payment of the Developer's share of the common expenses which would have been assessed against units owned by the Developer, during the time that the Developer

shall have control of the Association. The Developer hereby guarantees that during the time that the Developer has control of the Association (the right to elect a majority of the members of the Board of Administration) the monthly assessment for common expenses of the condominium imposed upon the unit owners will not increase to more than EIGHTY-FIVE DOLLARS (\$85.00) per month and the Developer is obligated to pay any amount of common expenses incurred during the period that the Developer is in control of the Association, that is not produced by the monthly assessments at the guaranteed level (\$85.00 per month), receivable from the unit owners other than the Developer, during this period of time.

When Phase 2 is added to the project by the Developer, this condominium shall operate as a consolidated single entity for purposes of financial matters, including budgets, assessments accounting, record keeping and similar matters and once added to this project all additional phases shall be differentiated from the total condominium project only for legal descriptions of units contained in each phase.

VII

CAPITAL CONTRIBUTIONS OR "START-UP" FUNDS

At the time the original purchaser of each unit closes the purchase of the unit from the Developer, each such purchaser shall pay the sum of One Hundred Seventy Dollars (\$170.00) as a capital contribution or contribution to a "start-up" fund for the Association. These funds shall be paid to the Association and as long as the Developer shall control the Association, those funds shall be held by the Developer in a special escrow account for the future use of the Association and those funds shall not be comingled with other funds of the Association until the Developer relinquishes or "turns over" control of the Association to the unit owners in the manner required by law and the terms of this Declaration.

So long as the Developer controls the Association those funds in the escrow account shall not be used by the Developer and the said escrow account shall be closed out after the owners take control of the Association and at that time they may be comingled with other funds of the Association as the Board may direct.

A majority of the unit owners, not counting the Developer, may vote to use part or all of the funds in the escrow account for purchase of items of personal property for the Association, such as furniture, equipment, etc., (capital items and not consumables). This election may be made at anytime or times while the Developer is in control of the Association but such funds may not be used to pay any costs which the Developer is responsible to pay under the provisions of this Declaration or the Condominium Act. The Developer may not vote for any units which the Developer may own at the time the owners may desire to avail themselves of the right to use of the funds in this escrow account.

These funds are not to be considered as advance payment of regular assessments.

VIII

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each unit owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of the interior of his unit excluding all common elements and including all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may not or hereafter be affixed to or contained within his unit except for plumbing located within the unit but above any dropped ceilings.

Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his unit although such equipment may not be located in the unit except any electrical lines or plumbing lines running through the unit to the air-conditioning equipment that is located outside of the condominium unit, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Each unit owner shall be responsible for the cleaning of all exterior windows and doors of his unit.

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, except as otherwise provided in this Declaration, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the units. Painting of all exterior portions of the building, including all exterior doors and windows, shall also be the Association's responsibility. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage. All exterior doors, sliding glass doors and windows shall be maintained by the Association.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage or destruction is insured for such casualty under the terms of the corporation's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a unit owner's responsibility to maintain.

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of proper jurisdiction to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special charge against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such charge, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

The corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the Association.

IX
RIGHT OF ACCESS AND TO
MAKE REPAIRS TO UNITS

The Association has the right to possession of one set of keys required for its employees or agents to gain access through the front

door of each unit when no one is present in the unit to allow access thereto by such authorized persons. The Association is responsible to each unit owner for any loss or damage sustained by such owner because of any illegal or improper use of such access to the unit by the Association or its employees or agents. The Association shall have the right to access to each unit at all reasonable times when necessary to carry out its responsibilities and duties under this Declaration and at all times in case of an emergency. The Association has the right to make all repairs within any unit if the Association is responsible for those repairs and to make any repairs as may be necessary to prevent or lessen damage to the other units or to the common elements. If the Association is required to make repairs for which it is not responsible, the unit owner shall pay the cost of such repairs within fifteen (15) days after being billed for the cost of such repairs by the Association.

X
ADDITIONS ALTERATIONS OR IMPROVEMENTS
BY THE ASSOCIATION

Whenever in the judgment of the Board, the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board shall proceed with such additions, alterations or improvements and shall specially assess all unit owners for the cost thereof as a common expense provided, however, no such special assessment shall be levied for improvements which shall exceed one-third (1/3) of the current regular annual assessment, unless prior written consent is received from two-thirds (2/3) of the voting members.

XI
RIGHT OF OWNER TO ALTER OR MODIFY UNIT

Without the written consent of the Association, no owner of a unit shall make any structural modifications or alterations of the unit, and no owner shall cause any improvements or changes to be made on or to the exterior of the buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the building; further, no owner shall in any manner change the appearance of any portion of the building not wholly within the boundaries of his unit other than the transoms of Units 501 and 504.

(a) The Association may allow owners of units to screen the balconies of their units, however before such permission is granted the Association shall adopt a plan and specification for such screening so that all such screening will be uniform in color, appearance and in quality. Any owner who shall screen the balcony of his unit will be responsible to keep the screening in a good state of repair, and if any screening or supports therefor shall not be promptly repaired by the owner, the Association may give a fifteen (15) day written notice to such owner requiring the designated repairs to be made within fifteen (15) days from date of delivery of the notice, otherwise the Association may have such repairs made at the cost of the owner and if such costs are not paid within thirty (30) days from the owner's receipt of a bill therefor from the Association, the Association may proceed to collect such sum in the same manner as provided in the Declaration for the collection of unpaid assessments.

(b) The Association may also allow owners to install shutters over any sliding glass doors in the units and the provisions of subparagraph (a) above in regard to screening of balconies shall govern the installation and repair of shutters so installed.

XII
ADMINISTRATION OF CONDOMINIUM
AND ASSOCIATION POWERS

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration

and the Articles of Incorporation and By-Laws of the Association as well as all of the powers and duties set forth in the Florida Condominium Act.

The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property. After control of the Association is obtained by unit owners other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest, including, but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities and units. The Association has the authority to maintain a class action and the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common-law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available.

The Association has the power to make and collect assessments and to lease, maintain, repair, and replace the common elements; provided, however, the Association shall not charge any fee against a unit owner for the use of common elements or association property unless such use is the subject of a lease between the Association and the unit owner.

The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws and Chapters 607 and 617, as applicable, if not inconsistent with the Condominium Act.

The Association has the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them.

The Association has the authority, without the joinder of any unit owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements. This subsection does not authorize the Association to grant, modify, or move any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without their consent or approval as required by law or the instrument creating the easement. Nothing in this subsection affects the minimum requirements of s. 718.104(4)(m).

Any grant or reservation made by the declaration, lease, or other document, and any contract made by this Association prior to assumption of control of the Association by unit owners other than the Developer, that provides for operation, maintenance, or management of the condominium association or property serving the unit owners of the condominium shall be fair and reasonable, and may be canceled by unit owners other than the Developer.

If the unit owners other than the Developer have assumed control of the Association, or if unit owners other than the Developer own not less than 75% of the voting interests in the condominium, the cancellation shall be by concurrence of the owners of not less than 75% of the voting interests other than the voting interests owned by the Developer. If a grant, reservation, or contract is so canceled and the unit owners other than the Developer have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management, or operation in lieu of the canceled obligation, at the direction of the owners of not less than a majority of the voting interests in the condominium other than the voting interests owned by the Developer.

Any grant or reservation made by this Declaration, lease, or other document, or any contract made by the Developer or Association prior to the time unit owners other than the Developer elect a majority of the Board of Administration, which requires the Association to purchase condominium property or to lease condominium property to another party, shall be deemed ratified unless rejected by a majority of the voting interests of unit owners other than the Developer within 18 months after unit owners other than the Developer elect a majority of the Board of Administration. This subsection shall not apply to any grant or reservation made by this declaration whereby persons other than the Developer, his heirs, assigns, affiliates, directors, officers, or employees are granted the right to use the condominium property, so long as such persons are obligated to pay, at a minimum, a proportionate share of the cost associated with such property.

XIII
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

The Developer and all persons who may hereafter own a vested present interest in the fee simple title to a unit of the condominium as shown by the Public Records of Brevard County, Florida, shall be members of the Association. If any person or corporation or other legal entity shall own two or more units, such owners shall have the same membership in the Association as the number of units so owned. It shall be the duty of any person who shall hereafter own or hold title to any interest in a unit to deliver to the Association, a copy of the recorded instrument by which such person obtained title to that interest in the unit. The Association shall be entitled to rely on such copies of recorded instruments in maintaining the roll of owners of units and members of the Association. Membership in the Association shall commence upon the obtaining of title to the interest in the unit and shall terminate upon voluntary conveyance of title or through act of law resulting in such conveyance, however, the Association shall not be deemed to have constructive or actual notice of the commencement or termination of membership in the Association until the copy of the recorded instrument upon which the interest is based has been delivered to the Association as stated in this paragraph.

The owner of each unit in the project shall be entitled to cast one (1) vote for each unit owned. Where a unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, which shall be delivered to the Association, designate an individual who shall be entitled to cast the vote on behalf of the owners of such unit of which he is a part owner until such authorization shall have been changed in writing and so delivered to the Association. The term "owner", as used herein shall be deemed to include the Developer. If a corporation owns a unit, it shall so designate its voting agent.

The number of votes eligible to be cast in any Association election will be the same as the number of units which at the time the election is held are then part of and within the condominium project.

Initially the maximum number of eligible votes will be 14 which is the number of voting units in Phase 1. After Phase 2 is added, the maximum number of eligible votes will be 30.

XIV
BOARD OF ADMINISTRATION

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of the Association whose members are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each Board Member shall be the owner of a unit (or a partial owner of a condominium where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any person designated in writing by such owner corporation, and delivered to the Association, may be elected a Board Member).

The first Board of Administration shall consist of three (3) members so long as the Developer retains control of the Association. Thereafter the number of members of the Board, the manner of electing members of the Board, officers and other procedural matters relating thereto, shall be as set forth in the By-Laws.

The Developer shall be entitled to elect all members of the Board and to retain control of the Association until the Developer has conveyed title to fifteen percent (15%) of the units to the initial purchasers thereof, at which time the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration when the first of the following shall occur:

Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

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.

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.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

The provisions of Florida Statute 718.301, 1984, shall be complied with by the Developer in regard to turn over of control of the Association.

If during the period prior to the time the Developer relinquishes control of the Association, any provision of the Condominium Act or any rule promulgated thereunder is violated by the Association, the Developer shall be responsible for such violations and shall be subject to the administrative action provided in this chapter for such violation or violations and the Developer shall be liable for such violation or violations to third parties.

A Director of the Association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

XV USE RESTRICTIONS

A. Each unit is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.

B. No unit shall be occupied on a permanent basis by more than four (4) persons.

C. The keeping or harboring of animal pets within a unit is restricted to one (1) animal weighing no more than twenty-five (25) pounds. Snakes or reptiles of any kinds may not be kept or harbored on the property and no birds or fowls except those ordinarily domesticated and kept as pets may be kept on the property.

D. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make use of the common elements that will increase the cost of insurance covering the condominium property without the written consent of the Association.

E. No immoral, improper, offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

F. Reasonable regulations concerning the use of the condominium common elements, may be made and amended from time to time by the Board.

G. No sign, advertisement or notice of any type shall be shown on the common property or any unit, and no exterior antennae and aerials shall be erected except as provided under uniform regulations which may be promulgated by the Association. This sub-paragraph shall not apply to the Developer.

H. No unit shall be rented or leased for more than three (3) rental or lease periods per calendar year and no rental period shall be less than one (1) month in duration. See Article XVII for further rental restrictions.

I. An owner shall not place or cause to be placed in any of the project's common areas, not including limited common elements, any furniture, packages or objects of any kind without written approval of the Association.

J. Nothing shall be hung from any of the windows, balconies, walkways or railings of the project without written approval of the Association.

K. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including but not limited to trucks, motorcycles, trailers and boats, may be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No parking shall be used by any other person other than an occupant of the condominium who is an actual resident or be a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

L. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model units, the showing of the property and the display of signs.

XVI
SALE OF CONDOMINIUM UNITS

Unit owners have an unrestricted right of sale or transfer of title to their condominium units. After transfer of unit ownership, the purchaser or transferee of a unit shall notify the Association of the names of the new owners together with the names of any party

holding a mortgage upon the unit, and file with the Association a copy of the recorded deed transferring the unit. Until a copy of the recorded instrument is provided to the Association, the new owner of the unit shall not be entitled to vote in any meeting of the Association.

XVII
RESTRICTIONS AS TO LEASING AND RENTAL OF UNITS

No unit shall be rented or leased for more than three (3) rental or lease periods per calendar year and no lease period shall be less than one month in duration.

Prior to the occupancy of a unit by a tenant, a leasing owner shall give the Association notice in writing of each rental or lease of the unit and shall provide such information concerning the same as the Association may, by rule or regulation, reasonably require.

The foregoing restriction as to leasing and rental of units in the project has been adopted in order to prohibit the occupancy of units in the project by transient or short-term tenants inasmuch as this project is primarily intended to be a permanent residence for the owners of the units in this project. Leasing or rental of the units to transients or short-term tenants will have a serious adverse effect on the owners who permanently reside in the project and will substantially diminish the value of other units in the project for permanent residence purposes.

XVIII
INSURANCE COVERAGE USE AND DISTRIBUTION
OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

a. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association and the unit owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage endorsements and/or memoranda of insurance to the unit owners and their mortgagees.

b. The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Administration, such insurance may be carried on a not less than full insurable value basis subject to the following exclusion:

The word building as used in this paragraph shall not include floor coverings, wall coverings or ceiling coverings within the individual units and each unit owner is responsible to insure those coverings if the owner wants those coverings to be insured. The word "building" as used herein does include fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof of like kind and quality, in accordance with the original plans and specifications, or as existed at the time the unit was initially conveyed, if the original plans and specifications are not available, subject of course, to the above stated exclusion.

The coverage shall afford protection against loss or damage by fire, windstorm, and other hazard, including flood insurance if available, covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the unit owners as a group to each unit owner.

The Association may carry such other insurance, or obtain such other coverage as the Board of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the Association as an operating expense. Should the Association fail to pay such premium when due, or should the Association fail to comply with other insurance requirements, of the Institutional First Mortgagee, said Institutional First Mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent or the money so advanced, said mortgages shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of Common Expense.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of thirty percent (30%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

(d) Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and all first mortgagees which shall have been issued loss payable mortgage endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall be paid over to the Association and held for, and/or distributed to the unit owners in proportion to each unit owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the unit owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the units, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interest of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to commencement or comple-

tion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any unit, unless an appropriate amendment be made to the Declaration.

e. Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering a unit, shall be entitled to receive that portion of the insurance proceeds apportioned to said unit in the same share as the share in the common elements appurtenant to said unit.

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, a majority of the owners of the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated.

g. Notwithstanding anything contained in this Article to the contrary, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) its mortgage is not in good standing and is in default; or (b) insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

h. Insurance policies issued to individual unit owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

XIX
ESCROW FOR INSURANCE PREMIUMS

Any institutional mortgagee holding a mortgage upon a unit in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional mortgagee or a majority of the institutional mortgagees, a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XX
OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

1. The plans, permits, warranties, and other items provided by the Developer pursuant to s. 718.301(4);
2. A photocopy of the recorded Declaration of each condominium operated by the Association and all amendments thereto;
3. A photocopy of the recorded By-Laws of the Association and all amendments thereto;
4. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
5. A copy of the current rules of the Association.
6. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of unit owners, which minutes shall be retained for a period of not less than seven (7) years.
7. A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;
8. All current insurance policies of the Association and condominiums operated by the Association;
9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility;
10. Bills of sale or transfer for all property owned by the Association and for which the aforesaid was received by the Association;
11. Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a monthly, bi-monthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
 - c. All audits, reviews, accounting statements, and financial reports of the Association or condominium.
 - d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.
12. Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given.

13. All rental records where the Association is acting as agent for the rental of condominium units.

14. The official records of the Association shall be maintained in the county in which the condominium is located.

15. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

The Association shall, at all times, maintain a register setting forth the names of all owners of units in the condominium, and of all institutional first mortgagees holding mortgages on those units, and all owners of a unit shall notify the Association of the names of any party holding a mortgage upon any unit and the name of all lessees in order that the Association may keep a record of same.

XXI
RIGHT TO INSPECT AND COPIES OF DOCUMENTS

The Association shall have available for inspection, during normal business hours and under other reasonable conditions, current copies of:

- a. This Declaration of Condominium
- b. All rules and regulations.
- c. The financial books and records and financial statements.
- d. The minutes of all meetings of the Association and the Board of Administration.
- e. All insurance policies held by the Association.
- f. All contracts entered into by the Association.
- g. All documents provided by the Developer at the meeting at which control of the Association is turned over to the owners.

The aforesaid shall be so available to all unit owners, holders of mortgages encumbering units, the project and insurers and guarantors of any of the aforesaid mortgages.

Upon the receipt by the Association of a written request from the holder of any mortgage encumbering a unit in the project, or from the insurer or guarantor of any such mortgage, provided the requestor provides its name and address and the unit number in which the requestor is involved, such person or agency shall be entitled to:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.
- d. Any proposed action that requires the consent of a specified percentage of mortgage holder.

The holder of a first mortgage is likewise entitled to obtain by such written request, a copy of the Association's financial statement for the fiscal year immediately preceding the request.

The Association may make a reasonable charge for each copy of a document requested hereunder. Such charge shall cover the cost of making such copies.

XXII
DESCRIPTION OF RECREATION FACILITIES

Phase 1 will contain a swimming pool and a recreation building. The recreation building will be located to the East of the pool. The recreation building will contain a recreation room, a men's sauna, shower and lavatory, and a women's sauna, shower and lavatory. The recreation room will contain approximately 266 square feet and can be used by approximately thirty (30) persons at any one time. These facilities will be common elements and will be available for use on or about December, 1985.

XXIII
LEGAL RIGHTS AND OBLIGATIONS

The owner and all residents of each unit shall be governed by and shall comply with the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes 1984), this Declaration the documents creating the Association, and the By-Laws of the Association. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against: (a) the Association, (b) a unit owner, (c) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by unit owners other than the Developer and (d) any Director who willfully and knowingly fails to comply with these provisions. The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in Section 718.503(1)(a) Florida Statutes, 1984, is entitled to recover reasonable attorney's fees. This relief does not exclude other remedies provided by law.

The Association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine shall become a lien against a unit and no fine shall exceed Fifty Dollars (\$50.00), nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The provisions of this subsection shall not apply to unoccupied units.

Any unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by an insurance carrier. No unit owner shall have the authority to act for the Association solely by reason of being a unit owner.

XXIV
PROHIBITION AGAINST TIME SHARE ESTATES

No unit in this project may be converted to or divided into time share estates. The purpose of this prohibition is to prohibit the ownership of any unit in this project, including those which may be in subsequent phases of this project, on a weekly, monthly or other periodic basis. Ownership of a unit may not be divided into any time period.

XXV
ARBITRATION

Disputes between unit owners or a unit owner or owners and the Association may be settled by binding arbitration if all of the parties to such dispute agree that such dispute may be settled in that matter. This provision is voluntary and must be agreed to by all parties to the dispute. Unless another procedure shall be agreed upon by the parties to a dispute who have agreed to such binding arbitration, the arbitration procedure shall be in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes, 1984).

XXVI
EASEMENTS

The Association has the authority, without the joinder of any unit owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements. This subsection does not authorize the Association to grant, modify, or move any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without their consent or approval as required by law or the instrument creating the easement. Nothing in this subsection affects the minimum requirements of s. 718.104(4)(m) Florida Statutes, 1984.

XXVII
AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, after approval by the owners of at least 2/3rds of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any institutional mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

The Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration so long as the Developer is entitled to elect a majority of the Board of Administration, however no such amendment may permit time sharing of units or change the size of a unit, title to which has previously been conveyed by the Developer or which would change the formula or method by which an owner's share of the common elements is computed, or which would change the guarantee of the Developer as stated in Article VI of this Declaration.

Amendment by which Phase 2 is added to this project by the Developer does not require approval or consent of the Association or any owner other than the Developer.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration.

See provision ... for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

An amendment, other than amendments made by the Developer pursuant to ss. 718.104 and 718.403 and any rights the Developer may have in the Declaration to amend without consent of the unit owners, shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing, but a certificate of the Association is not required.

An amendment to this Declaration is effective when properly recorded in public records of Brevard County, Florida.

No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

Scrivener's errors or any other errors or omissions in this Declaration of Condominium can be corrected as provided in subsections 5, 9 and 10 of Section 718.110, Florida Statutes, 1984.

Two or more independent condominiums of a single complex may be merged as provided in subsection 7 of Section 718.110, Florida Statutes, 1984.

No amendment to this Declaration may permit time-share estates to be created in any unit of the condominium, unless the record owner of each unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment.

XXVIII

TERMINATION OF THIS CONDOMINIUM PROJECT

Except as otherwise provided in Article XVIII, paragraph f of this Declaration, the condominium project created and established by this Declaration of Condominium may be terminated only upon the vote of voting members of the Association owning three-fourths (3/4) or more of the units in the project and the unanimous written consent of all Institutional Mortgagees holding mortgages encumbering any of the units in the project if such termination would not result in all such Institutional Mortgages being paid in full.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the Association all of the said unit owners' right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the Institutional First Mortgagees.

Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon determination of each unit owner's share as above provided for, the Association shall pay out of each unit owner's share all mortgages and other items encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in the unit, the Association shall pay the remaining distributive share allowable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount on mortgages or lien encumbering a unit, then payment shall be made jointly to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the members resolution to abandon, passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the Public Records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consent, if any, of Institutional First Mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XXIX
ENCROACHMENTS

If any portion of the common elements now encroach upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XXX
REAL PROPERTY TAXES DURING THE YEAR
IN WHICH CONSTRUCTION IS COMPLETED

In the event that during the year in which construction of any phase of the condominium is completed, and title to units therein are conveyed by the Developer, real property taxes are assessed against the condominium property as a whole, and not against the individual units, such taxes shall be estimated at the time of closing of the sale on each of the units and the said taxes shall be prorated as of the date of closing and the Developer's and Buyer's portion of said taxes shall be paid to an escrow agent agreeable to both parties.

XXXI
WAIVER

The failure of the Association, a unit owner or first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such unit owner or first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all the provisions herein contained, unless said purchaser be an Institutional First Mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXXII
CONSTRUCTION AND CONFLICTS

The provisions of this Declaration shall be liberally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

If there is a conflict between the Condominium Act and any provision of this Declaration, including all Exhibits hereto, the provisions of the Condominium Act shall prevail, in a conflict between provisions of this Declaration and any of the Exhibits hereto the Declaration shall prevail and if there is a conflict between the Articles of Incorporation of the Association and the By-Laws, the Articles of Incorporation shall prevail.

XXXIII
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the masculine, feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXXIV
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, or the Article or paragraph to which the caption is a heading, nor the intent of any provisions hereof.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 27th day of September, 1985.

Signed, Sealed and Delivered
in the presence of:

Suzanne J. Swain
Phoebe L. Hasselton

RWD ENTERPRISES, INC.

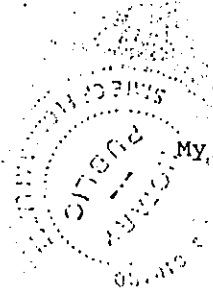
By Mary A. Seelbach



I HEREBY CERTIFY that on this day, before me personally appeared MARY A. TEERLINK, President of RWD ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged the execution thereof to be her free act and deed as such officer, for the purposes therein mentioned; and that she affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach, in the County of Brevard and the State of Florida, this 2nd day of September, 1985.

Suzanne H. Givens
NOTARY PUBLIC



My Commission expires: May 26, 1989

SURVEYOR'S CERTIFICATE
FOR
RIVERWEST, A CONDOMINIUM
PHASE ONE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN R. CAMPBELL, BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING RIVERWEST, A CONDOMINIUM, PHASE ONE IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 18TH DAY OF JUNE, 1985, A.D.

ALLEN ENGINEERING, INC.

BY:

John R. Campbell
JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2351, STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 18TH
DAY OF JUNE, 1985, A.D.

Charles M. [Signature]
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: AUGUST 23, 1985

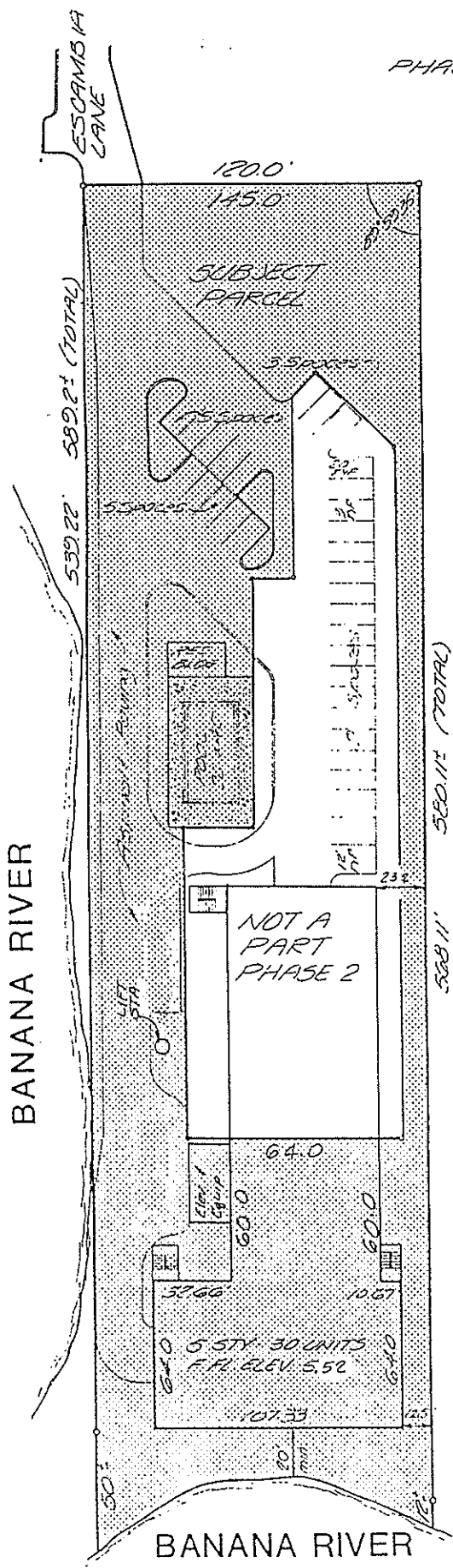
RIVERCREST, A CONDOMINIUM

PHASE ONE


NORTH

APPROX. SCALE: 1"=45'

GRAPHIC PLOT PLAN



SURVEYOR'S NOTES:

1. SEE SHEET 3 FOR THE BOUNDARY SURVEY OF PHASE ONE.
2. ALL AREAS AND IMPROVEMENTS THEREON EXCLUSIVE OF THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. SOME AREAS SUCH AS THE GARAGE PARKING SPACES AND THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION. SEE THE FOLLOWING FLOOR PLANS FOR THE LOCATION AND SIZE OF THESE LIMITED COMMON ELEMENTS.
4. THE BUILDING SHOWN IS A 5 STORY MULTI-FAMILY DWELLING STRUCTURE WHOSE HEIGHT IS APPROXIMATELY 48 FEET.
5. THIS SITE PLAN WAS PREPARED BY JOHN R. CAMPBELL, P.L.S. THE INFORMATION WAS TAKEN FROM AN APPROVED ENGINEERING SITE PLAN PREPARED BY ALLEN ENGINEERING, INC.
7.  INDICATES AREA THAT LIES WITHIN PHASE ONE.

RIVERVIEWEST, A CONDOMINIUM

SKETCH OF SURVEY

PHASE ONE

BLOCK

53

LOT 7

LOT 8

120.0'

145.0'

POB Phase 1

PHASE 1
1379.00'

BANANA RIVER
589.1'

Limits of Phase 2
Broken with 10' North of South line of 50' Lot 7
295.26'

Westerly extension South line
of 50' Lot 7 Block 53
580.4'

PHASE 2
0.511 ac.
NOT A
PART
PHASE 2

NORTH 92.0
NORTH 100

SUBJECT
PARCEL

BANANA RIVER

NOTE:
SEE SHEET 4 FOR LEGAL DESCRIPTION AND
SURVEYOR'S CERTIFICATION.

RIVER WEST, A CONDAMNMENT

PHASE ONE

LEGAL DESCRIPTION: PHASE 1

PART OF BLOCK 58, COCOA OCEAN BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 10 AT PAGE 16 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE S.W. CORNER OF LOT 7, BLOCK 53 OF SAID COCOA OCEAN BEACH SUBDIVISION WHICH POINT IS THE TERMINUS OF THE DIVIDING LINE OF LOTS 1 - 7, INCLUSIVE AND LOTS 8 - 14, INCLUSIVE OF SAID BLOCK 53; THENCE RUN WESTERLY ON SAID DIVIDING LINE PROJECTED WEST AND INTO THE WATERS OF THE BANANA RIVER; THENCE TO THE POINT OF BEGINNING AND RUN THE WEST LINE OF SAID LOT 7, BLOCK 53, NORTH 145 FEET TO THE CENTERLINE OF ESCAMBIA LANE; THENCE RUN WESTERLY ON CENTERLINE OF ESCAMBIA LANE PROJECTED WEST AND INTO THE WATER OF THE BANANA RIVER; THENCE SOUTHERLY IN THE WATERS OF THE BANANA RIVER TO FIRST COURSE, INCLUDING RIPARIAN AND LITTORIAL RIGHTS, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: PART OF BLOCK 58 OF COCOA OCEAN BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 16 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 53 OF SAID COCOA OCEAN BEACH; THENCE RUN WEST ALONG THE EXTENSION WESTERLY OF THE SOUTH LINE OF SAID LOT 7 FOR 413.00 FEET; THENCE RUN NORTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH FOR 92.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 132.00 FEET; THENCE RUN SOUTH AT RIGHT ANGLES TO THE LAST COURSE FOR 30.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 109.00 FEET; THENCE RUN SOUTH AT RIGHT ANGLES TO THE LAST COURSE FOR 18.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 80.00 FEET; THENCE DEFLECT TO THE RIGHT 45°00'00" FOR 15.00 FEET; THENCE DEFLECT TO THE RIGHT 90°00'00" FOR 47.22 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTH OF THE EXTENSION WESTERLY OF THE SOUTH LINE OF SAID LOT 7; THENCE RUN WEST ALONG THE LAST DESCRIBED PARALLEL LINE FOR 298.26 FEET TO THE POINT OF BEGINNING, THE SUBJECT PARCEL CONTAINS 1.379 ACRES MORE OR LESS.

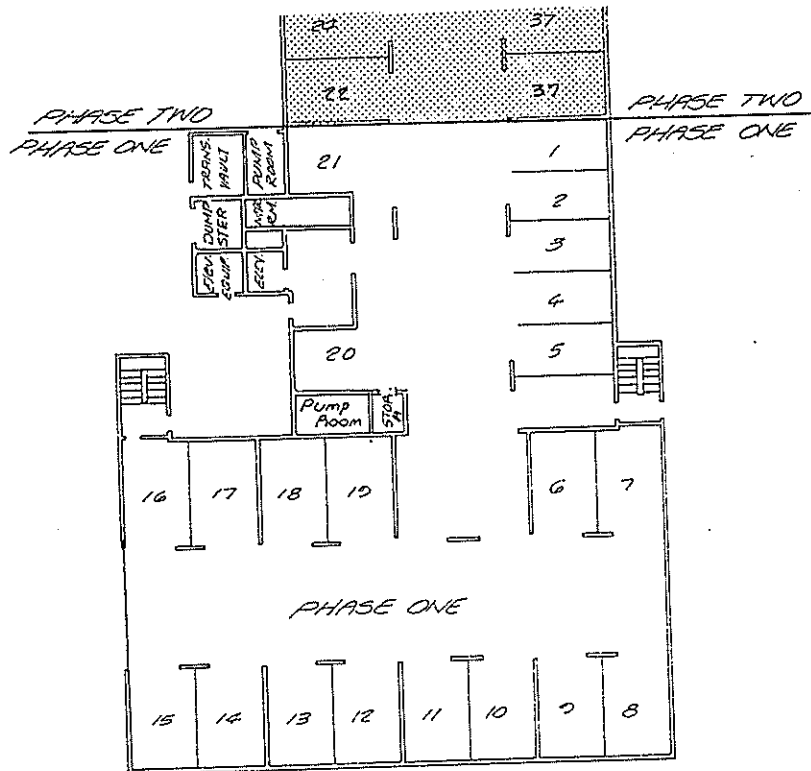
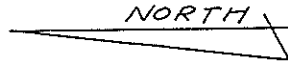
CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS.

JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2351, STATE OF FLORIDA

RIVER WEST, A CONDOMINIUM

PHASE ONE



GARAGE-FIRST FLOOR

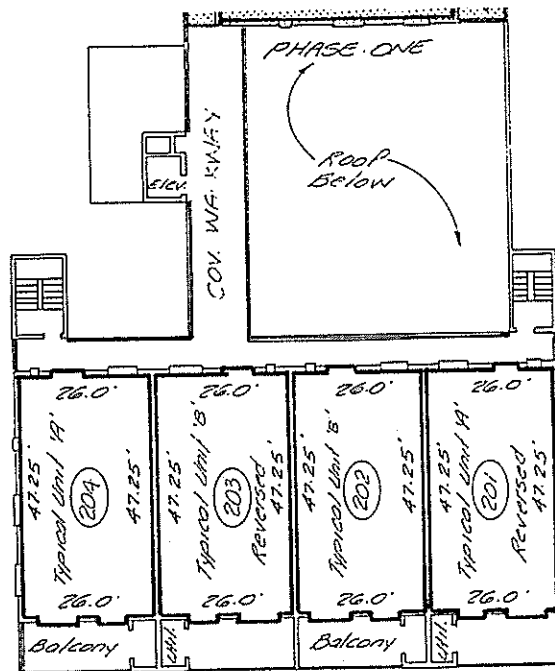
SURVEYOR'S NOTES:

1. THE PARKING SPACES SHOWN ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
2. THE MINIMUM SIZE PARKING SPACE SHOWN IS 10' x 20'.
3. INDICATES THAT PORTION OF THE BUILDING THAT LIES WITHIN PHASE TWO.

RIVERWEST, A CONDOMINIUM

PHASE ONE

NORTH

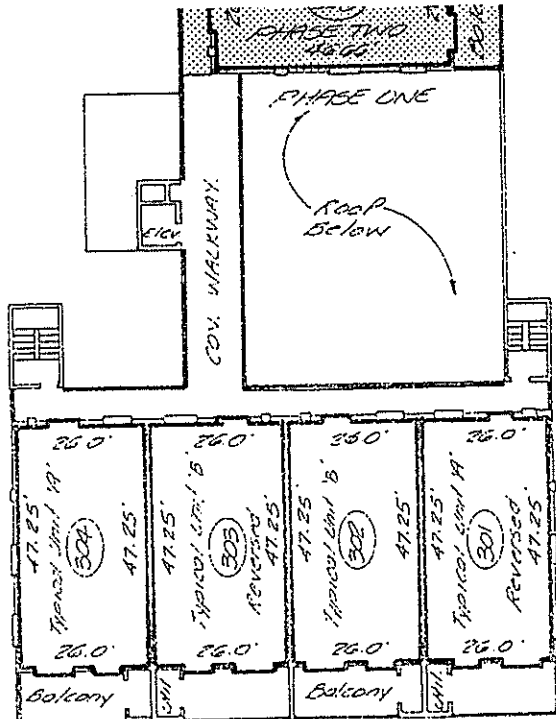
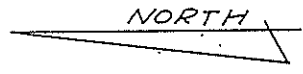
SECOND FLOOR

SURVEYOR'S NOTES:

1. THE FINISHED SECOND FLOOR ELEVATION IS 14.22 FEET.
2. THE FINISHED SECOND FLOOR CEILING ELEVATION IS 22.22 FEET.
3. THE ELEVATIONS SHOWN ABOVE ARE BASED ON N.G.V. DATUM OF 1929.
4. (201) INDICATES UNIT NUMBER DESIGNATION.
5. ——— INDICATES THE LIMITS OF THE UNIT.
6. ALL AREAS OF THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
8. SEE SHEETS 10 AND 11 FOR THE TYPICAL UNIT PLANS.
9. [SHADING] INDICATES THAT PORTION OF THE BUILDING THAT LIES WITHIN PHASE TWO.

RIVER WEST, A CONDOMINIUM

PHASE ONE



THIRD FLOOR

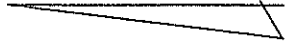
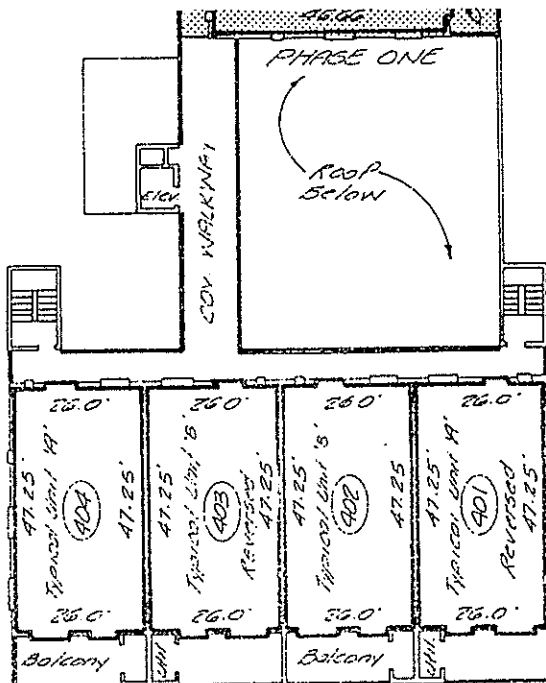
SURVEYOR'S NOTES:

1. THE FINISHED THIRD FLOOR ELEVATION IS 22.86 FEET.
2. THE FINISHED THIRD FLOOR CEILING ELEVATION IS 30.86 FEET.
3. THE ELEVATIONS SHOWN ABOVE ARE BASED ON N.G.V. DATUM OF 1929.
4. (301) INDICATES UNIT NUMBER DESIGNATION.
5. INDICATES THE LIMITS OF THE UNIT.
6. ALL AREAS OF THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
8. SEE SHEETS 10 AND 11 FOR THE TYPICAL UNIT PLAN.
9. INDICATES THAT PORTION OF THE BUILDING THAT LIES WITHIN PHASE TWO.

RIVERWEST, A CONDOMINIUM


PHASE ONE

NORTH

FOURTH FLOOR

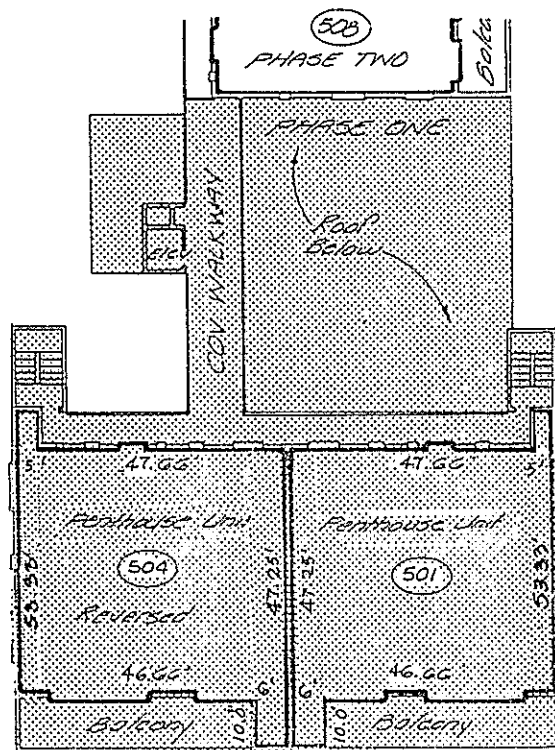
SURVEYOR'S NOTES:

1. THE FINISHED FOURTH FLOOR ELEVATION IS 31.53 FEET.
2. THE FINISHED FOURTH FLOOR CEILING ELEVATION IS 39.53 FEET.
3. THE ELEVATIONS SHOWN ABOVE ARE BASED ON N.G.V. DATUM OF 1929.
4. (401) INDICATES UNIT NUMBER DESIGNATION.
5. ——— INDICATES THE LIMITS OF THE UNIT.
6. ALL AREAS OF THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
8. SEE SHEETS 10 AND 11 FOR THE TYPICAL UNIT PLANS.
9.  INDICATES THAT PORTION OF THE BUILDING THAT LIES WITHIN PHASE TWO.

RIVERSIDE, A CONDOMINIUM

PHASE ONE

NORTH



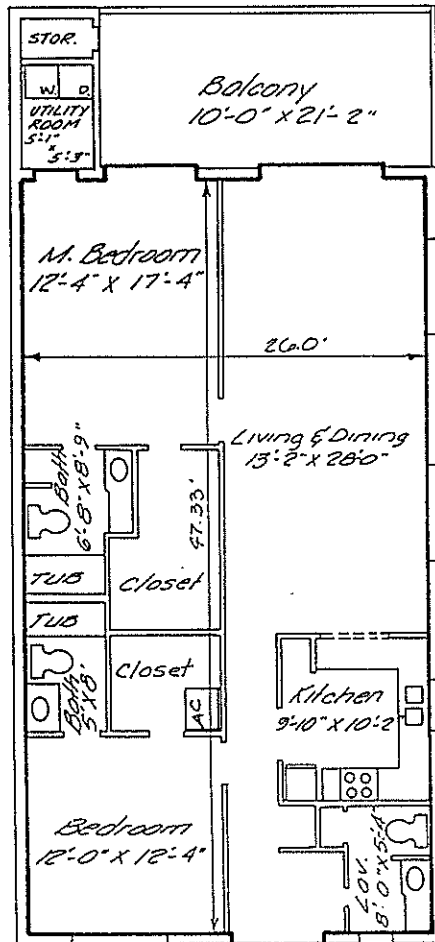
FIFTH FLOOR

SURVEYOR'S NOTES:

1. THE FINISHED FIFTH FLOOR ELEVATION IS 40.20 FEET.
2. THE FINISHED FIFTH FLOOR CEILING ELEVATION IS 49.56 FEET.
3. THE ELEVATIONS SHOWN ABOVE ARE BASED ON N.G.V. DATUM OF 1929.
4. (501) INDICATES UNIT NUMBER DESIGNATION.
5. () INDICATES THE LIMITS OF THE UNIT.
6. ALL AREAS OF THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
7. THE BALCONIES SHOWN ARE COMMON ELEMENT LIMITED TO THE USE OF THE ADJACENT UNIT.
8. SEE SHEET 12 FOR THE TYPICAL UNIT PLAN.

RIVERWEST, A CONDOMINIUM

PHASE ONE



Unit Sq. Ft.	1230.58
Balc. Sq. Ft.	218.30
Util. Sq. Ft.	41.99
Total Sq. Ft.	1490.87

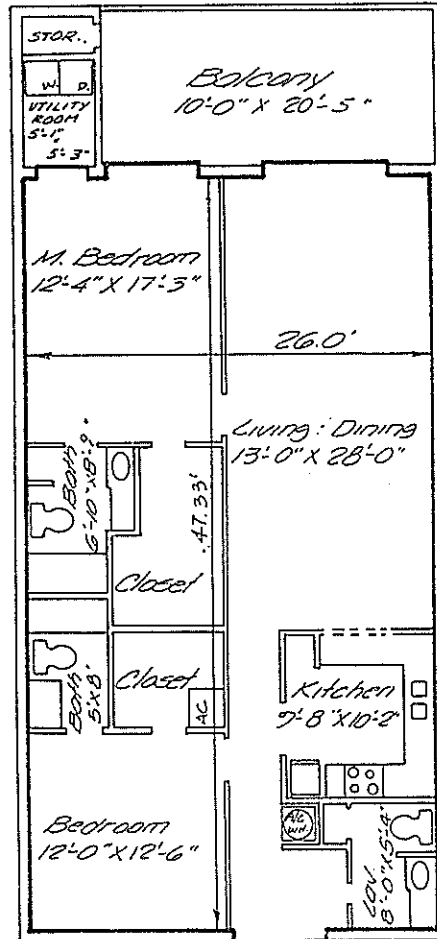
TYPICAL UNIT "A"
END UNIT

SURVEYOR'S NOTES:

1. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES LIMITS OF THE UNIT.
3. THE BALCONY AND UTILITY ROOM IS A COMMON ELEMENT WHOSE USE IS LIMITED TO THE ADJACENT UNIT.
4. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.

RIVEREST, A CONDOMINIUM

PHASE ONE



Unit Sq. Ft	1230.58
Balk. Sq. Ft	28.30
Util. Sq. Ft	41.99
Total Sq. Ft	1490.87

TYPICAL UNIT "B"

INTERIOR UNIT

SURVEYOR'S NOTES:

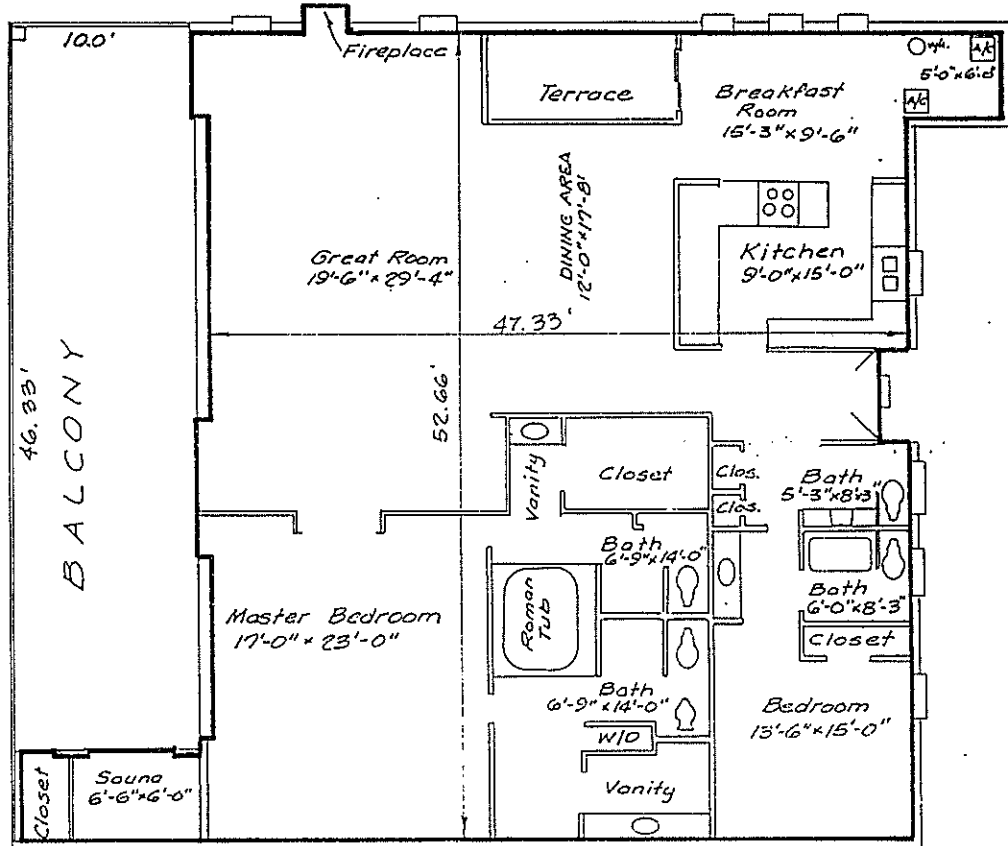
1. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES LIMITS OF THE UNIT.
3. THE BALCONY AND UTILITY ROOM IS A COMMON ELEMENT WHOSE USE IS LIMITED TO THE ADJACENT UNIT.
4. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.

RIVERWEST, A CONDOMINIUM

PHASE ONE

Unit Sq. Ft. 2561.39
 Balc. Sq. Ft. 463.30
 Total Sq. Ft. 3024.69

Utility Sq. Ft. included in Unit Sq. Ft.



UNIT #504

SURVEYOR'S NOTES:

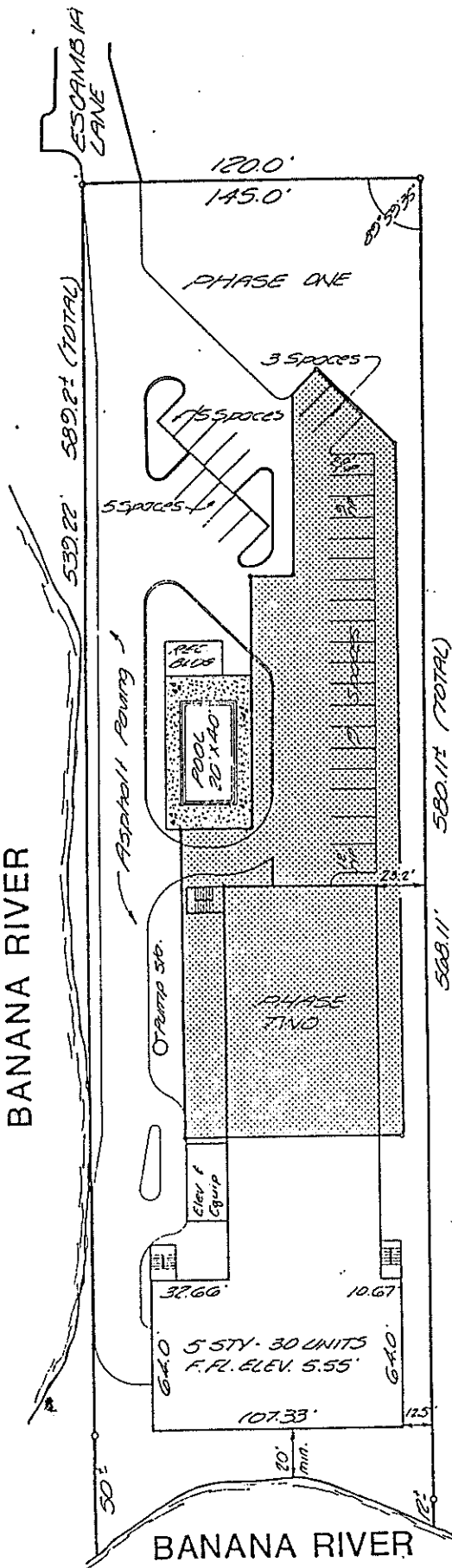
1. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES THE LIMITS OF THE UNIT.
3. THE BALCONY IS A COMMON ELEMENT WHOSE USE IS LIMITED TO THE ADJACENT UNIT.
4. THIS PLAN IS OF 504, THE PLAN FOR 501 IS REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.

RIVERCREST, A CONDOMINIUM

NORTH
APPROX. SCALE: 1" = 45'

OVERALL GRAPHIC PLOT PLAN

BANANA RIVER

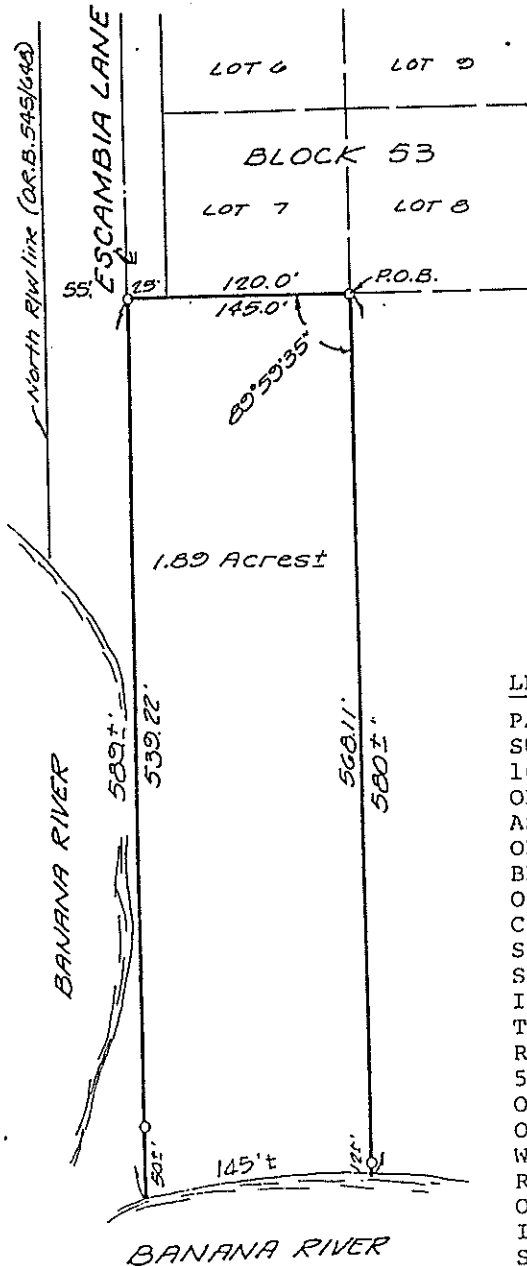


SURVEYOR'S NOTES:

1. SEE SHEET 2 OF THIS EXHIBIT FOR THE BOUNDARY SURVEY OF THE CONDOMINIUM OWNED LAND.
2. ALL AREAS AND IMPROVEMENTS THEREON EXCLUSIVE OF THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. SOME AREAS SUCH AS THE GARAGE PARKING SPACES AND THE BALCONIES ADJACENT TO THE UNITS ARE COMMON ELEMENTS WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION. SEE THE FOLLOWING FLOOR PLANS FOR THE LOCATION AND SIZE OF THESE LIMITED COMMON ELEMENTS.
4. THE BUILDING SHOWN IS A 5 STORY MULTI-FAMILY DWELLING STRUCTURE WHOSE HEIGHT IS APPROXIMATELY 48 FEET.
5. THIS SITE PLAN WAS PREPARED BY JOHN R. CAMPBELL, P.L.S. THE INFORMATION WAS TAKEN FROM AN APPROVED ENGINEERING SITE PLAN PREPARED BY ALLEN ENGINEERING, INC.
6. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

RIVERREST, A CONDOMINIUM

SKETCH OF SURVEY



SCALE: 1"=100'

NORTH

LEGAL DESCRIPTION:

PART OF BLOCK 58, COCOA OCEAN BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 10 AT PAGE 16 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE S.W. CORNER OF LOT 7, BLOCK 53 OF SAID COCOA OCEAN BEACH S/D WHICH POINT IS THE TERMINUS OF THE DIVIDING LINE OF LOTS 1-7, INCLUSIVE AND LOTS 8-14, INCLUSIVE OF SAID BLOCK 53; THENCE RUN WESTERLY ON SAID DIVIDING LINE PROJECTED WEST AND INTO THE WATERS OF THE BANANA RIVER; THENCE TO THE POINT OF BEGINNING AND RUN THE WEST LINE OF SAID LOT 7, BLOCK 53, NORTH 145 FEET TO THE CENTERLINE OF ESCAMBIA LANE; THENCE RUN WESTERLY ON CENTERLINE OF ESCAMBIA LANE PROJECTED WEST AND INTO THE WATER OF THE BANANA RIVER; THENCE SOUTHERLY IN THE WATERS OF THE BANANA RIVER TO FIRST COURSE, INCLUDING RIPARIAN AND LITTORIAL RIGHTS, SAID PARCEL CONTAINS 1.89 ACRES MORE OR LESS.

CERTIFICATION:

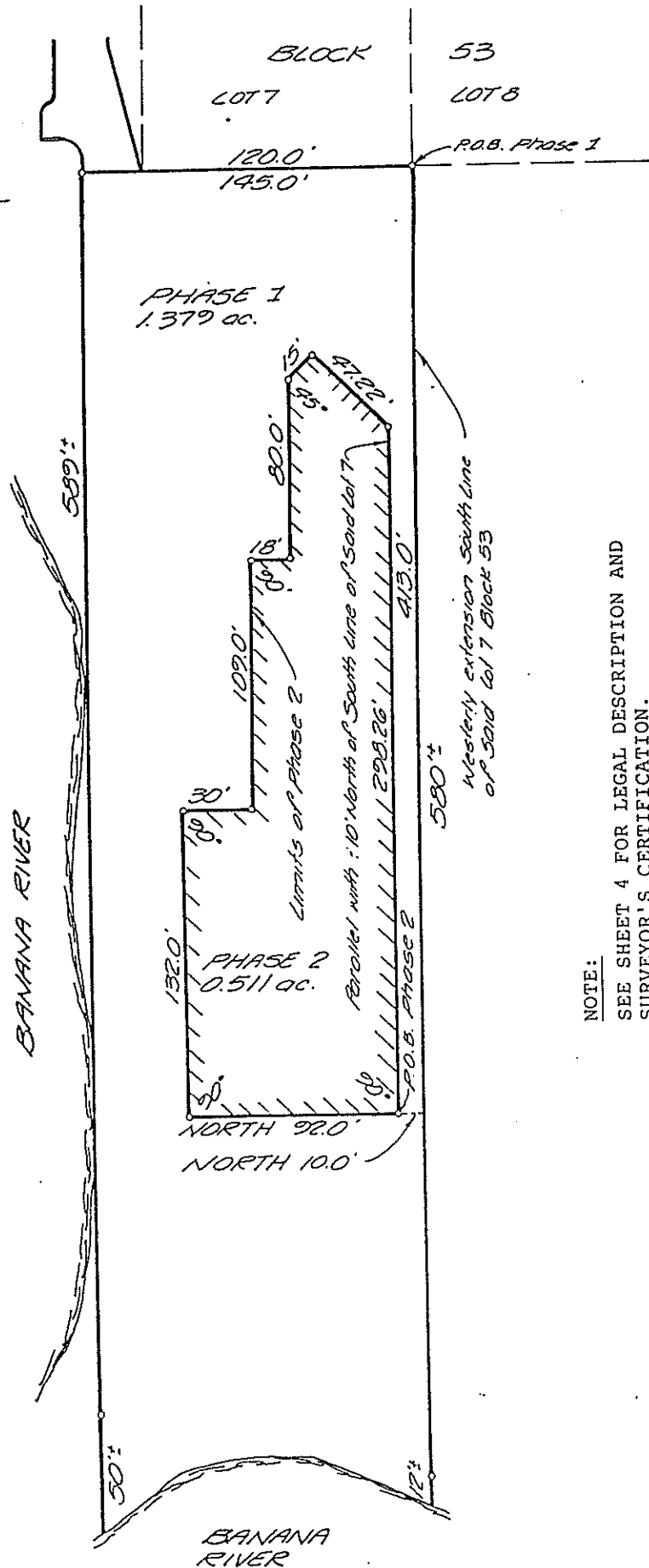
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

John R. Campbell
 JOHN R. CAMPBELL
 PROFESSIONAL LAND SURVEYOR
 NO. 2351, STATE OF FLORIDA

RIVER WEST, A CONDOMINIUM

SKETCH OF SURVEY

NORTH
Scale: 1"=45'



NOTE:
SEE SHEET 4 FOR LEGAL DESCRIPTION AND
SURVEYOR'S CERTIFICATION.

RIVERVIEW, A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 1


PART OF BLOCK 58, COCOA OCEAN BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 10 AT PAGE 16 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE S.W. CORNER OF LOT 7, BLOCK 53 OF SAID COCOA OCEAN BEACH SUBDIVISION WHICH POINT IS THE TERMINUS OF THE DIVIDING LINE OF LOTS 1 - 7, INCLUSIVE AND LOTS 8 - 14, INCLUSIVE OF SAID BLOCK 53; THENCE RUN WESTERLY ON SAID DIVIDING LINE PROJECTED WEST AND INTO THE WATERS OF THE BANANA RIVER; THENCE TO THE POINT OF BEGINNING AND RUN THE WEST LINE OF SAID LOT 7, BLOCK 53, NORTH 145 FEET TO THE CENTERLINE OF ESCAMBIA LANE; THENCE RUN WESTERLY ON CENTERLINE OF ESCAMBIA LANE PROJECTED WEST AND INTO THE WATER OF THE BANANA RIVER; THENCE SOUTHERLY IN THE WATERS OF THE BANANA RIVER TO FIRST COURSE, INCLUDING RIPARIAN AND LITTORIAL RIGHTS, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: PART OF BLOCK 58 OF COCOA OCEAN BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 16 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 53 OF SAID COCOA OCEAN BEACH; THENCE RUN WEST ALONG THE EXTENSION WESTERLY OF THE SOUTH LINE OF SAID LOT 7 FOR 413.00 FEET; THENCE RUN NORTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH FOR 92.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 132.00 FEET; THENCE RUN SOUTH AT RIGHT ANGLES TO THE LAST COURSE FOR 30.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 109.00 FEET; THENCE RUN SOUTH AT RIGHT ANGLES TO THE LAST COURSE FOR 18.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 80.00 FEET; THENCE DEFLECT TO THE RIGHT 45°00'00" FOR 15.00 FEET; THENCE DEFLECT TO THE RIGHT 90°00'00" FOR 47.22 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTH OF THE EXTENSION WESTERLY OF THE SOUTH LINE OF SAID LOT 7; THENCE RUN WEST ALONG THE LAST DESCRIBED PARALLEL LINE FOR 298.26 FEET TO THE POINT OF BEGINNING, THE SUBJECT PARCEL CONTAINS 1.379 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PHASE 2

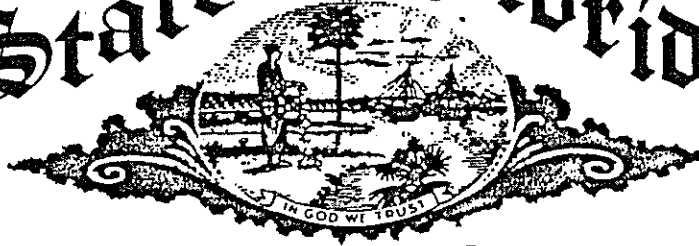
PART OF BLOCK 58 OF COCOA OCEAN BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10 AT PAGE 16 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 53 OF SAID COCOA OCEAN BEACH; THENCE RUN WEST ALONG THE EXTENSION WESTERLY OF THE SOUTH LINE OF SAID LOT 7 FOR 413.00 FEET; THENCE RUN NORTH FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH FOR 92.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 132.00 FEET; THENCE RUN SOUTH AT RIGHT ANGLES TO THE LAST COURSE FOR 30.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 109.00 FEET; THENCE RUN SOUTH AT RIGHT ANGLES TO THE LAST COURSE FOR 18.00 FEET; THENCE RUN EAST AT RIGHT ANGLES TO THE LAST COURSE FOR 80.00 FEET; THENCE DEFLECT TO THE RIGHT 45°00'00" FOR 15.00 FEET; THENCE DEFLECT TO THE RIGHT 90°00'00" FOR 47.22 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTH OF THE EXTENSION WESTERLY OF THE SOUTH LINE OF SAID LOT 7; THENCE RUN WEST ALONG THE LAST DESCRIBED PARALLEL LINE FOR 298.26 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.511 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS.


JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2351, STATE OF FLORIDA

State of Florida

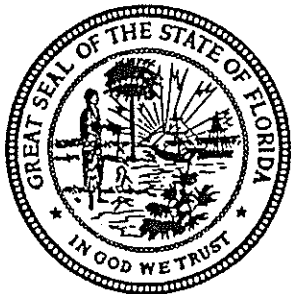


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of RIVERWEST CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 15, 1981, as shown by the records of this office.

The charter number for this corporation is 760038.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
16th day of September, 1981.



CER 101 Rev. 12-80

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

Grace
Minutes

SPECIAL MEETING OF THE MEMBERS OF
RIVERWEST CONDOMINIUM ASSOCIATION, INC.

A special meeting of the members of the Riverwest Condominium Association, Inc. was held in the Recreation Room of the Riverwest Condominium, 190 Escambia Lane, Cocoa Beach, Florida on June 30, 1987 at 6:30 o'clock p.m.

The President called the meeting to order and explained that the purpose of the meeting was for the developer of the Riverwest Condominium project to turn over control of the Association to the owners of the individual units in the Riverwest Condominium project and that this would be accomplished by the owners electing members to the Board of Administration of the Association.

The President then called the roll and found twenty-one (21) members to be present in person and three (3) members present by proxy.

The President then presented the resignation of Mary Teerlink as Officer and Director of the Board of Administration effective immediately at the adjournment of this meeting, and upon motion duly made and unanimously carried, said resignation was accepted and ordered spread upon the Minutes.

The President then explained that the number of members on the Board of Directors had been increased to five (5) by resolution and the members were to elect four (4) Board Members.

Upon motion duly made, seconded and unanimously carried, the following persons were elected to the Board of Administration to serve until the next annual meeting or until their successors are duly elected:

Hoyle Efird
Eugene J. Minahan

O. K. Jacobson
Robert L. White

There being no further business before the meeting, the same was, on motion, duly adjourned.

Dated the 30th day of June, 1987.

*H. Newberger was
pres. of the Board
as per Reg.
prior to closing*

Mary Teerlink
Secretary