



CFN 98187621

09-29-98 11:22 am

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#Pgs: 94

#Names: 2

Trust: 47.50

Rec: 377.00

Serv 0.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

nt Tax: 0.00

DECLARATION OF CONDOMINIUM**OF****NORTHWEST LAKES, A CONDOMINIUM**

This Declaration is made this 24th day of September, 1998, by LOST LAKES HOLDING CO., INC., a Florida corporation, ("Developer").

The Developer hereby makes the following declaration:

1. **PURPOSE.** The purpose of this Declaration is to submit certain lands and improvements to the condominium form of ownership as provided in Chapter 718, Florida Statutes ("Condominium Act").

2. **NAME OF CONDOMINIUM.** The name by which this Condominium is to be identified is:

NORTHWEST LAKES, A CONDOMINIUM

3. **THE LAND.** The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Brevard County, Florida:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF "PHASE 1" AND EXHIBIT "A-1" FOR DESCRIPTION OF "PHASE 2" WHICH BY REFERENCE IS INCORPORATED HEREIN. THE ONLY REAL PROPERTY NOW SUBMITTED TO CONDOMINIUM OWNERSHIP BY THIS DECLARATION IS PHASE 1 AS DESCRIBED IN EXHIBIT "A", AND PHASE 2 AS DESCRIBED IN EXHIBIT "A-1" HERETO.

4. **DEFINITIONS.** The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Florida Condominium Act and as follows, unless the context otherwise requires:

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

4.2. **Association.** "Association" means NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC. a non-profit Florida corporation, which is the corporate entity responsible for the operation of the Condominium. As used herein the term "Association" shall be the equivalent of "Corporation", and vice versa.

4.3. **By-Laws.** "By-Laws" means the By-Laws of NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC. as they exist from time to time.

4.4. **Common Elements.** "Common Elements" means the portion of the Condominium Property not included in the Units.

4.5. **Limited Common Elements.** "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units.

4.6. **Common Expenses.** "Common Expenses" means all expenses and assessments incurred by the Association for the Condominium which include, but are not limited to, expenses of

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administration and management of the Condominium Property; expenses of maintenance, operation, repair or replacement of Common Elements and of the portions of Units to be maintained by the Association; expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; expenses pursuant to the Joint Use Agreement described in Paragraph 7.4; and any other charge for which the Unit Owners are liable to the Association.

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

4.8. Condominium. "Condominium" means that form of ownership described in Chapter 718, the Florida Condominium Act.

4.9. Condominium Property. "Condominium Property" means and includes the land and any personal property in the Condominium which have been declared to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.10. Declaration, or Declaration of Condominium. "Declaration" or "Declaration of Condominium" means this Declaration as amended from time to time.

4.11. Developer. "Developer" means Lost Lakes Holding Co., Inc.

4.12. Unit or Condominium Units. "Unit" or "Condominium Unit" means the part of the Condominium Property which is subject to private ownership by the Unit Owner, as delineated in Paragraph 6.

4.13. Unit Owner. "Unit Owner" means the owner (or, collectively, owners) of a Condominium Parcel.

4.14. Condominium Parcel. "Condominium Parcel" means a Unit.

4.15. Condominium Act. "Condominium Act" means the Condominium Act of the State of Florida, currently Chapter 718, Florida Statutes (1997), as the same may be amended from time to time.

4.16. Mobile Home. "Mobile Home" shall mean a residential structure transportable in one or more sections, which is twelve (12) body feet or more in width, over thirty-five (35) feet in length with the hitch, built on an integral chassis, designed to be used as a dwelling when connected to the required utilities, and not originally sold as a recreational vehicle; and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

4.17. RV or Recreational Vehicle. "RV" or "Recreational Vehicle" shall mean a recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, including, but not limited to, those defined in Section 320.01(1)(b), Florida Statutes (1997).

5. PHASES OF DEVELOPMENT. This condominium shall be developed in eight (8) phases, consisting of "Phase 1", "Phase 2", "Phase 3", "Phase 4", "Phase 5", "Phase 6", "Phase 7", and "Phase 8". The estimated dates of completion of the buildings, units and improvements in each phase, if added, are as follows:

Phase 1	December 31, 1999
Phase 2	December 31, 1999
Phase 3	December 31, 2004

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Phase 4 June 30, 2005
Phase 5 June 30, 2005
Phase 6 June 30, 2005
Phase 7 June 30, 2005
Phase 8 June 30, 2005

If one or more phases are not built, the Units which are built are entitled to a 100% ownership of all common elements within the phases actually built and added as part of the condominium. The Developer may amend the estimated completion dates of the phases without consent of the Unit Owners.

If the Developer determines, in its sole and absolute discretion, to develop Phases 3, 4, 5, 6, 7, or 8 the Developer shall record the appropriate amendments to this Declaration in the Public Records of Brevard County, Florida. Time-share estates will not be created with respect to Units in any Phase.

5.1. Phase 1 shall consist of minimum of nine (9) and a maximum of eleven (11) Units. The general size of the Units included in this phase range between 5,115 and 7,350 square feet.

5.2. Phase 2 shall consist of a minimum of thirty-three (33) and a maximum of thirty-five (35) Units. The general size of the Units included in this phase will range between 5,115 and 8,580 square feet.

5.3. Phase 3 shall consist of a minimum of forty-one (41) Units and a maximum of forty-three (43) Units. The general size of the Units included in this phase will range between 5,115 and 8,550 square feet. Phase 3 will contain Tract "D" which may be used, at the Board's direction, as an RV facility.

5.4. Phase 4 shall consist of a minimum of forty-one (41) Units and a maximum of forty-three (43) Units. The general size of the Units included in this phase will range between 5,301 and 6,975 square feet. Phase 4 will contain Tract "C" which is a lake for retention and recreational use.

5.5. Phase 5 shall consist of a minimum of thirty-seven (37) Units and a maximum of thirty-nine (39) Units. The general size of the Units included in this phase will range between 5,301 and 10,200 square feet.

5.6. Phase 6 shall consist of a minimum of thirty-five (35) Units and a maximum of thirty-seven (37) Units. The general size of the Units included in this phase will range between 5,115 and 7,600 square feet. Phase 6 will contain Tract "H" which is a retention lake.

5.7. Phase 7 shall consist of a minimum of forty-seven (47) Units and a maximum of forty-nine (49) Units. The general size of the Units included in this phase will range between 5,115 and 8,649 square feet. Phase 7 will contain Tract "I" which is a retention lake.

5.8. Phase 8 shall consist of the recreational parcel described on Sheet 27 of Exhibit "A" attached hereto. No Units are included in Phase 8.

5.9. The land which may become part of the condominium, as Phases 3 through 8, the land on which each phase is to be built, and the approximate location of any improvements that may ultimately be contained within the condominium are shown on Exhibit "A-2" attached hereto. The plot plan may be modified by the Developer as to Unit size, such as increasing or decreasing the size of the Units, without the consent of the Unit Owners; however any such change must be consistent with Section 718.403(2), Florida

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Statutes. The Developer may also make non-material changes in the legal description of each phase.

5.10. Each Unit's proportion or percentage of ownership in the common elements and manner of sharing common expenses and owning common surplus as additional Units are added to the condominium by the addition of any land shall be in the same proportion as the owner's Unit bears to the total number of all units in the condominium after the addition of each phase. The formula shall be as follows:

$$\frac{\text{One (1)}}{\text{Total number of Units after addition of phase}} = \text{fractional ownership interest in common elements and share of common expenses and common surplus}$$

5.11. At the time of recording of this Declaration, the Developer is not obligated to complete all or any part of Phases 3 through 8, and nothing in the Prospectus or in the Declaration shall be construed to require that the properties described as Phases 3 through 8, nor any part thereof, whether or not improved, become a part of the Condominium by act of the Developer or otherwise.

6. IDENTIFICATION OF UNITS. For the purpose of identification, all Units which may ultimately form a part of the condominium are given an identifying number and delineated on a Graphic Plot Plan exhibit identified as Exhibit "A-2", Sheet 1 attached hereto. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number on the Plot Plan is also the identifying number as to the Unit. Exhibit "A" and "A-1" contain a survey of the land, a Graphic Plot Plan, and legal description of Phases 1 and 2 and, together with this Declaration, they are in sufficient detail to identify the approximate location and size of the Common Elements and each Unit, as evidenced by the certificate of the registered land surveyor attached hereto. The legend and notes contained within said Exhibit "A" and "A-1" are incorporated herein and made a part hereof by reference.

This is a land condominium. Each Unit in each phase of the Condominium shall consist of the area or space having the exterior or perimetrical boundaries described in the Surveyor's certificate submitting the phase to condominium ownership, extended upward to infinity, and having as its lower horizontal boundary a plane co-existent with the unimproved surface of the land within said boundaries. Any improvements installed on that portion of the land's surface forming the lower horizontal boundary of a Unit are included within said Unit. Such improvements include sod, landscaping, a concrete patio slab and concrete driveway.

Subject to the applicable laws and ordinances of state and local government, Developer reserves the right to change the size and configuration of all Units submitted to the Condominium as long as Developer owns the Units so changed and altered; further, Developer reserves the right to alter the boundaries between Units so long as Developer owns the Units so altered; to alter or modify the appurtenances to a Unit; to change the proportion or percentage by which the owner of a Unit shares common expenses and owns the common surplus and to increase or decrease the number of Units and to alter the boundaries of the Common Elements so long as Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided none of the foregoing changes shall be made without amendment of this Declaration and further provided that an amendment for such purpose need be approved by a majority of the total voting interests in the Condominium. Nothing herein shall restrict or affect the Developer's rights regarding modification of units in phases not yet added to the Condominium, pursuant to Section 718.403(2) Fla. Stat. (1997).

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7. EASEMENTS. Easements of record in the Public Records of Brevard County, Florida to which the Condominium is subject, may be summarized as including Easement Grant to Florida Gas Transmission Company (Official Records Book 976, Page 828); Easement Grant to Florida Gas Transmission Company (Official Records Book 979, Page 1011); Easement Grant to Florida Gas Transmission Company (Official Records Book 981, Page 1024); easement reserved in Warranty Deed between Elpa Inc., as grantor, and Eliot R. Weston, Trustee, as grantee (Official Records Book 96, Page 530); American Television and Comm. Corp. easement (Official Records Book 2962, Page 1); FPL easements (Official Records Book 3000, Pages 105 and 116); Sewer Line Easement (Official Records Book 3008, Page 3534); Water Line Easement (Official Records Book 3078, Page 623); Ingress-Egress Easement (Official Records Book 538, Page 1006); however, this reference shall not reimpose any of same. The Association shall also be responsible for the operation and maintenance of the storm water system and surface water management systems described in the St. Johns River Water Management District Permit No. 4-009-0333ME, attached hereto as Declaration Exhibit "D", according to the terms therein. The Developer reserves for itself, its successor and assigns, agents, employees, business and other invitees, guests or others under supervision, direction and control of the Developer, a non-exclusive easement over, through and across the Condominium Property, which easement may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any land within the Condominium from the Condominium, which easement shall include the following easements:

7.1. Utilities. Easements are reserved as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Condominium project, including, but not limited to, the installation of Cable Television System lines, mains (water and sewer systems) and such other equipment as may be required throughout the Condominium project, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility. In addition, easements are reserved for such further utility easements over and across the Condominium Property as may be required from time to time to service the Condominium Property.

7.2. Pedestrian and Vehicular Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across streets, sidewalks, paths, lanes and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through, and across such portions of the Common Elements as may be from time to time paved and intended for such purposes and such easement shall be for the use and benefit of the Unit owners and those claiming by through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

7.3. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

7.4. Ingress and Egress. A non-exclusive easement shall exist for ingress and egress over streets, walks and other rights of way serving the Units of the Condominium as part of the Common Elements necessary to provide reasonable access to said streets, roads and walks and other rights of way to the public. A

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non-exclusive easement exists for ingress and egress and other purposes, as described in the Joint Use Agreement recorded in Official Records Book 3382, Page 1089, Public Records of Brevard County, Florida.

8. CONDOMINIUM UNITS; COMMON ELEMENTS. In Phase 1, each of the Unit Owners of the Condominium shall own an undivided 1/10th interest in the Common Elements. In Phase 1 and 2, each Unit Owner shall have an undivided 1/44th interest. This ownership interest shall change proportionately upon addition of additional phases, pursuant to the formula described in Paragraph 5.10.

8.1 The fee title to each Condominium Parcel shall include both the Condominium Unit and the respective undivided interest in the Common Elements and Common Surplus; said undivided interest in the Common Elements shall be deemed conveyed or encumbered with its respective Condominium Units, even though the description and instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the individual interest in the Common Elements appurtenant to each Unit shall be null and void. The term "Common Elements", when used through this Declaration, shall mean both Common Elements and Limited Common Elements, unless the context otherwise specifically provides or requires. These Common Elements include, but are not limited to, the following: pathways, as shown on the Condominium Unit plan, recreation facilities; Tracts A, B, C, D, E, F, G, H, I, and J, and any other areas which are for the common benefit and enjoyment of the owners of the Condominium Units.

A. Recreational Facilities. The following existing Recreational Facilities may be added to the condominium in Phase 8:

<u>Facility</u>	<u>Dimension</u>	<u>Estimated Completion Date</u>
Swimming Pool	27' x 55' irregular	completed
Spa	10' x 12'	completed
Tennis Courts Area	101' x 121'	completed
Shuffleboard Courts, Area	73' x 63'	completed
Clubhouse	98' x 86'	completed

B. Clubhouse. There will be a Clubhouse Lodge in Phase 8, which has already been constructed. Its approximate exterior dimensions are 98' x 86', approximately 5,942 square feet.

8.2. A Unit Owner is entitled to exclusive possession of the Owners' Unit subject to the provisions of this Declaration and the Condominium Act, and subject to the limitations herein, may cause a residence to be constructed thereon. Such Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners. Each Unit Owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to this Declaration and the provisions of the Articles of Incorporation and By-Laws of the Association.

9. COMMON ELEMENTS AND COMMON SURPLUS. The Common Expenses of the Condominium shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, cost of carrying out the powers and duties of the Association and any other expense designated as Common Expense by the Condominium Act. Each

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Unit Owner shall be responsible and liable for an equal share of the Common Expenses regardless of the purchase price, size, or location of the Unit.

9.1. Each Unit Owner's share of the Common Expenses shall be in the same proportion as the Owner's Unit bears to the total number of Units submitted to this Declaration at the time of assessment.

9.2. No Unit Owner may be excused from the payment of his share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from payment, except that the Developer is excused from the payment of its share of the Common Expenses, which would have been assessed against its Units from June 31, 1998, until December 31, 2001 and during said period of time the Developer hereby guarantees that the assessment for Common Expense, of the Condominium assessed against the individual Unit Owners and their respective Units shall not increase over a total monthly amount of \$87.00 DOLLARS per Unit, and Developer agrees to pay any amount of Common Expenses incurred during that period and not produced by the assessments at said guaranteed level receivable from other Unit Owners. This guarantee is given in consideration of Developer being excused from payment of its share of Common Expense during the aforesaid period, pursuant to Florida Statute 718.116(9). The Developer reserves the right to extend the guaranty period for up to three (3) consecutive additional one (1) year periods after December 31, 2001, but is not obligated to do so. Notwithstanding the foregoing, the Developer's guaranty shall expire at turnover of the control of the Association to Unit Owners other than the Developer.

9.3. Common Surplus is owned by the Unit Owners in the same shares as their ownership interest in the Common Elements as set forth above. Provided, however, a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same except as otherwise set forth herein.

9.4. Paragraph 9.2 may not be amended without the prior written consent of the Developer, so long as the Developer holds units for sale in the ordinary course of business.

10. MAINTENANCE, ALTERATION, AND IMPROVEMENT.
Responsibility for the maintenance of the Condominium Property and restriction on the alteration and improvement thereof shall be as follows:

10.1. Common Elements. The maintenance and operation of the Common Elements shall be the responsibility of the Association and expense associated therewith shall be designated as Common Expense. After the completion of the improvements, including the Common Elements contemplated by this Declaration, there shall be no alteration (other than as necessary for repair or replacement) or further improvement of the real property constituting the Common Elements without prior authorization by the Board of Directors of the Association, and ratified by the Owners of two-thirds (2/3) of all Units in the Association at any regular or special meeting of the Unit Owners called for that purpose. The cost of the foregoing shall be assessed as a Common Expense. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved whether or not the Unit Owner contributes to the cost of such alteration or improvements. Further, this paragraph shall have no application to the rights vested in the Developer pursuant to provisions set forth elsewhere herein.

10.2 Condominium Unit or Parcel. Except as provided herein, the responsibility of the Unit Owner shall include, but not be limited to, the ongoing upkeep, maintenance and repair of such Owner's Unit and any mobile home and improvements placed thereon. Subject to the other provisions and rules of the Condominium

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Documents, including any Rules and Regulations (as enacted from time to time), a Unit Owner may make such alterations or improvements to his Unit at his sole and personal cost as may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to his Unit or mobile home or improvements on the Unit without first obtaining approval in writing of the Board of Directors of the Association. Further, a Unit Owner shall not make any alterations to his Unit or mobile home which would remove any portion of, or make any additions to, the Common Elements or any portion of the Condominium Property which is to be maintained by the Association.

10.3. Contracts. The Board of Directors 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 in contracting with the same firm, person or corporation for maintenance and repair. The Board may likewise enter into a contract with the owners of any public utility for the furnishing of such public services as electricity, water or sewage disposal to the Condominium. This may include the purchase by the Condominium of wholesale electricity or payment for any sewage disposal plant. The Board of Directors may likewise, from time to time, enter into long-term leases for the use of such public service utilities or may purchase the same outright and thereafter the said facility may, by amendment to this Declaration, become a part of the common use elements. The Association may also enter into license agreements and leases with companies that operate coin-operated vending machines and laundry machines.

10.4. Further Rules. Further rules regarding specific matters of maintenance, alteration and improvement shall be established by the Board of Directors of the Condominium association.

11. ASSESSMENTS.

11.1. Power to Assess. The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, a sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property and such other assessments as are specifically provided for in this Declaration, the By-Laws and the Condominium Act. The procedure for determining such assessments shall be as set forth in the By-Laws of the Association.

11.2. Commencement Date. Assessments shall commence upon the recording of this Declaration. The Common Expenses shall be assessed against each Condominium Unit Owner as provided for in this Declaration.

11.3. Interest on Overdue Assessments. Assessments and installments thereon that are unpaid for over ten (10) days after the due date shall bear interest on the unpaid balance, from the due date until paid, at the highest rate permitted by law. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire unpaid balance of the annual assessment, as to the delinquent Unit Owner, to be due and payable in full as if the entire payment was originally assessed.

11.4. Lien. The Association shall have a lien on each Condominium Unit for any unpaid assessments which are due and which may accrue subsequent to the recording of a Claim of Lien, together with interest thereon, against the Unit Owner of such Condominium Unit. Said lien on a Condominium Unit shall relate back to the recording date of this Declaration, but shall be subordinate to the lien of any first mortgage recorded prior to the lien. Reasonable attorneys' fees incurred by the Association incident to the

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collection of assessments or the enforcement of such liens including litigation, arbitration and appellate proceedings, together with all sums advanced and laid by the Association for taxes and payments on account of a superior mortgage, or encumbrance, which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of a Unit Owner on payment of his obligation. The Board of Directors may take such action as it deems necessary to collect assessments by personal action, and/or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interest of the Association. Said liens shall be effective in the manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien, and apply as a cash credit against its bid all sums due the Association that are covered by the lien.

12. THE ASSOCIATION. The name of the Association responsible for the operation of the Condominium is Northwest Lakes Condominium Association, Inc., a non-profit Florida corporation, organized and existing pursuant to the Condominium Act. The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, the laws of the State of Florida, including the Condominium Act, and its Articles of Incorporation. The Articles of Incorporation are attached hereto as Exhibit "B" and are incorporated herein.

12.1. By-Laws. The administration of the Association and the operation of the Condominium Property shall also be governed by the By-Laws, a copy of which is incorporated herein and attached thereto as Exhibit "C". The By-Laws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage secured by the Condominium Unit or Units.

12.2. Voting Rights. The Owners of Units shall be members of the Association. There shall be one (1) person with respect to each Condominium Unit who shall be entitled to vote at any meeting of the Unit Owners. The total number of votes shall be equal to the total number of Condominium Units as declared of that date and each Condominium Unit shall have no more and no less than one (1) equal vote in the Association. If an owner owns more than one Condominium Unit, the owner shall have as many votes as units owned. The vote of a Condominium Unit is not divisible. Unit ownership for purposes of voting rights is defined as ownership in fee title. Every Owner of a Condominium Unit, whether the owner has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the Association and by the provisions of this Declaration, as shall all occupants or tenants of Units in the Condominium. Developer shall retain one (1) vote for each unsold lot the Developer retains.

12.3. Turnover. Turnover or control of the association shall be as provided in Section 718.301(1), Florida Statutes, which provides in part:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the member of the board of administration of an association:

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(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to the purchasers;

(c) When all 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 developers in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operated; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first.

13. SALE AND RENTAL OF CONDOMINIUM UNITS. There are restrictions placed herein regarding an Owner's right to convey an interest in a Condominium Unit, as set forth in this Declaration.

13.1 The Association is entitled to charge a security deposit from a Unit Owner when a Unit Owner rents a Unit. The security deposit cannot exceed the equivalent of one month's rent and must be handled by the Association in accordance with Florida law.

13.2 In order to assure that Northwest Lakes remains a community of congenial residents and occupants and to protect the value of the residences and to further the continuous harmonious development of the Condominium community, the sale, lease and mortgage of residences shall be subject to the provisions of this Paragraph 13, which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida.

13.3. In the event of an attempted conveyance in contravention of the directions and restrictions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

13.4. A unit owner, other than an institutional mortgagee who has received title to the unit through foreclosure or deed in lieu of foreclosure, intending to make a bona fide sale or lease of the Owner's parcel or any interest therein, shall give to the Association a written notice of intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and a copy of the proposed contract showing the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the residence owner that he believes the proposal to be bona fide in all respects.

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13.5. No sale, transfer, lease or conveyance of a Unit shall be valid without the approval of the Board, except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the documents of conveyance.

13.6. No lease shall be approved or permitted for a term of less than six (6) months. This approval process shall be used to ensure continuation of the community's status as "housing for older Americans".

13.7. Failure of the Association to act within forty-five (45) days after all requested information is submitted shall be deemed to constitute approval (in the case of a proposed lease, twenty (20) days), in which event the Association must on reasonable demand prepare and deliver approval in recordable form.

13.8. No residence shall be sold or leased, nor shall approval be given for the same, until and unless all assessments past and due are free of default, and unless the proposed resident or lessee can qualify pursuant to the provisions hereof.

13.9. If a Unit Owner shall lease a Unit, the owner shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by a lessee of any and all provisions thereof.

13.10. Every purchaser or lessee who acquires any interest in a condominium residence shall acquire the same subject to this Declaration, the provisions of the By-Laws and Rules of the Condominium Association and the provisions of the Condominium Act.

13.11. Should any Unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said Unit, including the fee ownership thereof, without complying with the provisions of Paragraphs 13.4 through 13.7 above, provided however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a forgiveness of unpaid assessments or a severance from the Unit of the share of the common elements and limited common or other appurtenances of said Unit. Furthermore, a deed in lieu of foreclosure may be given to the Mortgagee or any designated affiliate or subsidiary of the Mortgagee without the grantor or grantee in the deed being required to comply with the requirements of Paragraphs 13.4 through 13.7 above. Once the Mortgagee mentioned above has sold, transferred or conveyed the Mortgagee's interest to any other person whomsoever, the provisions of Paragraph 13.4 through 13.7 above shall again be fully effective with regard to subsequent sales or conveyances of said Unit. Should any designated affiliate or subsidiary of an Institutional Mortgagee acquire title to any Unit through foreclosure, by deed in lieu of foreclosure, or by conveyance from the Mortgagee, then such designated affiliate or subsidiary shall not be required to comply with the provisions of Paragraphs 13.4 through 13.7 above with respect, to the resale or lease of the Unit in the ordinary course of business. The Mortgagee in conveying the property to such designated affiliate or subsidiary need not comply with the provisions of Paragraphs 13.4 through 13.7 above. A Mortgagee shall nevertheless advise the Association of the name and business address of the designated affiliate or subsidiary so acquiring title, which advice shall be deemed the designation in the case of the affiliate, but the failure of the Mortgagee to give

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such notice to the Association shall in no way impair title to any Unit acquired by such designated affiliate or subsidiary, or conveyed by such designated affiliate or subsidiary of the Mortgagee. In all events, the age requirements regarding residents set forth below shall apply.

13.12. No amendment of this Paragraph 13 shall be effective to impair the validity or priority of any existing mortgage, or impair or reduce the rights and privileges of the mortgagee holding any existing mortgage without the consent of such mortgagee. For the purposes of this Paragraph, an "existing mortgage" is one which has been recorded among the Public Records prior to the recording of an amendment, whether or not advances to be secured by the said mortgage have been made at the time of the recording of the amendment. Furthermore, an "existing mortgage" shall remain an existing mortgage for the purpose of this Paragraph even though amended and modified in any manner permitted by law except amendments which increase the debt secured to an amount greater than that permitted under the terms of the existing mortgage as recorded prior to the amendment of this Paragraph 13.

13.13. These restrictions are intended to implement the policies and regulations of the Condominium, including, but not limited to, the maintenance and operation of the Condominium as "housing for older Americans".

14. RESTRICTIONS ON USE AND OCCUPANCY. The use and occupancy of the Condominium is subject to the provisions of this Declaration, the Articles of Incorporation of the Association, its and any rules and regulations hereafter established by the Condominium Association, and all applicable ordinances and laws of local, state and federal government. The said restrictions include, but are not limited to, the following:

14.1. Violations of Use Restrictions. Violations should be reported to the Board of Directors in writing to the attention of the President of the Association. Violations will be called to the attention of the violating person by the President or the Board of Directors. Disagreements concerning violations may be presented to a hearing panel appointed by the Board, which will take appropriate action. Such action may include the imposition of a fine for each violation.

14.2. Condominium Use and Occupancy.

A. Adult Condominium. The Condominium has been specifically designed to include facilities and services that meet the physical and social needs of older persons, is intended to serve as "housing for older Americans", and it shall be the continuing intention and obligation of the Association to maintain the community's status as "housing for older Americans". In all cases, at least one person fifty-five (55) years of age or older must be among the residents of a Unit, all of whom must be at least 18 years of age.

B. Number of Residents. No more than four (4) persons shall reside in any one (1) Unit.

C. Mobile Homes Permitted. Only double-wide and triple-wide mobile homes are permitted to be placed in the Condominium. All mobile homes are subject to approval or disapproval by the Board prior to placement.

D. Condominium Facilities. Except as otherwise provided in the Joint Use Agreement, use of Common Areas, facilities and buildings is restricted to owners and residents and their invited guests.

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14.3. Registration. Each prospective Condominium Unit purchaser, lessee and resident must fully complete and file a registration form with the Board on forms prescribed and provided by the Board prior to purchasing, leasing, residing in or using a Unit. The ages and names of all residents must be disclosed thereon, and the Board shall at all times require and maintain written age verification documentation, sufficient to demonstrate the intent of the community to provide housing for older Americans, and may enact any Board rules necessary to effectuate the intent that the community remain "housing for older Americans". All owners and residents shall comply with periodic written age reverification requests, and failure to do so shall subject the defaulting party to enforcement action, including but not limited to fines, as provided herein.

14.4. Mobile Home Appearance. In order to maintain a high standard of appearance in the Condominium, the Developer also reserves the right to approve or reject a mobile home for on-site placement in the Condominium because of its poor condition or appearance.

14.5. Set Up. All mobile home set-up shall include:

A. Placement and tie downs as required by Florida law.

B. Skirting of the mobile home with such construction, design, color and installation as may be prescribed by the Board and approved in writing by the Developer to maintain or enhance a high standard of appearance of the Condominium.

14.6. Lot Layout. Mobile homes, all attachments, carports, utility rooms, awnings and other additions to each site shall comply with minimum lot line set-back restrictions.

14.7. Utility Problems. Any problems associated with utilities such as water sewer, electric, telephone, etc., shall be reported to the appropriate utility company. Suitable notification addressed to the Board shall also be provided by the resident for information purposes.

14.8. Pets. Unit owners may have only three (3) customary household pets (dog or cat only) per Condominium Unit, and any number of pet birds and fish in aquariums, subject to the following rules hereinafter set forth:

A. Pet Registration. Each pet must be registered with the Board on forms provided by the Board prior to time the pet is brought into the Condominium.

B. Walking Pets. Each pet is to be kept within the resident's mobile home, except when the resident has the pet on a leash and is walking the pet.

C. Loose Pets. Any pet running loose in the Condominium is a nuisance and may be impounded at the owner's expense.

D. Pets in Buildings. Pets are not allowed in any Condominium building or any recreational area at any time, with the exception of service animals for disabled persons.

E. Pet Excretion Clean-up. Any excretion left by a pet outdoors must be picked up immediately and disposed of in a sanitary manner by the person walking the pet.

F. Disturbances. A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, and may be reported to the Board by written complaint.

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G. Pet Rule Violations. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the owner warning in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the Condominium. The owner shall remove the pet from the Condominium within two (2) weeks. This remedy shall be cumulative.

H. No reptiles are allowed under any circumstances.

14.9. Landscaping. The cost and implementation of the landscaping of the Unit (with the exception of the initial landscaping that may be done by the Developer) is expressly assumed by the Owner. All plans for landscaping, lawn ornaments, structures, and other alterations must be approved in writing by the Board prior to installation. Each approved alteration must be completed within thirty (30) days of such approval or approval shall be deemed revoked.

14.10. Site Maintenance. In order to protect the mutual investments of residents of the Condominium Owners and residents shall maintain the exterior of their mobile home and other approved enclosures and the Unit in a clean, attractive and a well-kept fashion. Residents shall comply with the following:

A. Plant and Shrub Control; Lawn Maintenance. The Association shall be responsible for regular, periodic mowing, edging, pest control and fertilizing of lawns, on the Common Elements and Units, and the cost of same shall be treated as a common expense. Each owner is responsible for trimming, watering and controlling the growth of all plants and shrubs on the Unit, unless other arrangements have been made by or with the Board. If the Association must perform such maintenance due to the owner's failure to do so, the owner of the Unit shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the Association plus a twenty (20%) percent overhead charge upon billing, which may be collected by judgment.

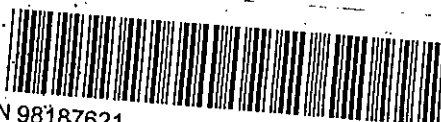
B. If an owner or resident plans to do any digging on the Unit, the Board must be contacted first so that placement of utility lines and pipes may be determined. If any such utility line or pipe is damaged by an owner or resident, his agent or contractor, it shall be repaired immediately at the owner's expense. If the Association must repair such damage because of the owner's failure to do so immediately, the owner of the site shall be responsible for the cost of repairs and shall pay the full sum incurred by the Association plus a twenty (20%) percent overhead charge upon billing with the next regular assessment, which may be collected by judgment.

C. Driveway and Ground Cover Maintenance. Oil drippings and damage to driveway pavement must be repaired and cleaned by the resident as soon as is reasonably possible. If wood chips, bark, rocks, or pebbles are used as part of the landscaping, residents shall not permit any such ground cover to spread or otherwise disperse into the streets, driveways or neighbor's sites and must remove and clean up such ground cover immediately. If the Association must perform such maintenance, due to the owner's failure to do so, the owner of the site shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the Association plus a twenty (20%) percent overhead charge upon billing with the next regular owner assessment, which may be collected by judgment.

D. Fencing. Fences on any site are prohibited.

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E. Commercial Enterprise. No commercial enterprise, soliciting or peddling is allowed to be conducted in the Condominium without the written permission of the Board; however, the Developer's sales or leasing of Units shall not be deemed prohibited commercial enterprise. Selling of an owner's Unit is not included in this restriction.

F. Lake Front Maintenance. The Association is responsible for maintenance of lake frontage.

G. Unsightly items including, but not limited to, upholstered furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, tires, ladders, picnic coolers, toys, recreational equipment, basketball hoops or stands, etc., are not permitted to remain outside the mobile home or other approved enclosures.

14.11. Utilities.

A. Connecting to Utility Lines. The resident is responsible for all permits, deposits and charges regarding utilities, including telephone and other facilities.

B. Accessibility to Hook-up Fixtures. No person shall obstruct easy access to utility meter and utility hook-up pedestals. Connections from hook-up to mobile home shall be the maintenance responsibility of the Unit Owner.

14.12. Trash Disposal. Unit owners shall comply with the requirements and rules of the entity providing garbage pick-up and disposal service to the Condominium. The dumping of any refuse on any Unit or Common Elements within the Condominium is prohibited. Refuse must be collected and retained at the mobile home in a refuse can. Refuse cans must be located on the site in an inconspicuous location with the lid fastened in place. Every effort shall be made to keep the area around the dumpster as neat as possible by making sure that all the refuse being disposed of is placed in the dumpster (if any) and that the dumpster lid is closed upon departure from the area. Any refuse containing garbage must be in a tightly closed plastic bag.

14.13. With regard to satellite dish receiving devices which are less than one meter in diameter; Multipoint Distribution System ("MDS") receiving devices less than one meter in diameter; and off-the-air television antennas, the following shall apply only in the event the FCC determines that the condominium Board cannot otherwise restrict same:

(A) No owner may maintain on site more than one such receiving device of each kind (for example, two MDS receiving devices would not be permitted, but an MDS device and a less than one meter satellite dish shall be permitted).

(B) An owner intending to have such a receiving device installed shall provide notice to the Association in advance of installation, and the notice shall designate the type of antenna to be installed, the name, address and telephone number of the installer, the proposed site of the installation, and whether the proposed location is the sole location allowing the owner to receive an "acceptable quality signal" as defined under FCC regulations.

(C) Subject always to the requirement that the owner be provided an "acceptable quality signal", the Association may designate to the installer a site on the Unit or common elements which, in the Association's determination, reduces the aesthetic impact of the antenna installation. Subject always to the owner's right to receive an "acceptable quality signal", the following order of choice as to location shall apply: 1) Interior installation (i.e. attic); 2) Back or rear (rearward of the Unit) and away from any side street; 3) side

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yard, rearward of the front plane of the Unit, and on a side not exposed to a side street; 4) side of a Unit exposed to a side street; 5) front (forward of the front plane of the Unit).

(D) For each given installation, the Board may direct the owner to camouflage or modify the installation, provided however that there is no interference with the "acceptable quality signal", and provided further that the camouflage or modification does not impose an "unreasonable expense" on the owner in light of the total value of the installation.

(E) To the extent possible, for devices described in the first sentence of this Paragraph 14.13, within seven (7) working days after the Board's receipt of the notice from an owner as described in subsection (B) above, the Board shall respond to the owner or the owner's installer, so as to determine the locational, construction and aesthetic issues set forth above. The Board shall expedite this process where devices described in the first sentence of this Paragraph are concerned, the intention being that any delay in installation be minimized.

(F) The Board may prohibit any mast(s) rising more than 12 feet above the top of the roofline of the residence, in each case where the Board demonstrates a documented safety concern. A documented safety concern shall appear in any case where the Board receives an opinion by a professional engineer licensed in Florida, that the installation or improvement would post an unreasonable risk of property damage or personal injury arising from any inadequacy in the design, location, materials, construction, or guying of the device or improvement.

14.14 With regard to any transmitting or receiving device other than those specifically described in the first sentence of this Paragraph 14.13, the following provisions shall apply:

(A) The device must be camouflaged as an umbrella or otherwise; the height of the installation shall not be greater than six feet above ground level; the diameter of the device shall not exceed eight feet in its greatest dimension; and the device shall be obscured by an approved fence on all exposed sides.

(B) No such radio, television, or other transmission receiving or sending device, dish, or antennae not fitting the description set forth in the first sentence of this Paragraph 14.13 may be installed or maintained on any lot or the exterior of any structure located on any lot without written approval in advance, and the Board shall have the power to deny any such installation solely upon safety concerns, aesthetic concerns, or otherwise. Application for approval shall be in writing and shall set forth: the type of device to be installed; the name, address and telephone number of the installer; the site of the proposed installation; and a rough drawing with dimensions depicting the device to be installed.

14.15. Disturbing Noises. Loud and disturbing noises, including vehicular noises, are prohibited. Sound equipment and musical instruments shall be tuned and/or played at a level which will not annoy other residents. Loud parties on Units or Common Elements are prohibited. Quiet hours shall be observed from 10:00 p.m. to 8:00 a.m. No person shall cause or allow any nuisance.

14.16. Vehicle Control.

A. Identification. Each motor vehicle (including RVs) shall be registered with the Board and must bear identification prescribed by the Board.

B. Parking on Streets. PARKING ON STREETS OF THE CONDOMINIUM IS PROHIBITED.

C. Parking Near Condominium Facilities. Parking vehicles at Condominium facilities when not using such facilities is prohibited.

D. Parking. RV's may only be parked in such areas, if any, as are designated by the Board or the Developer. Also, short-term parking, (one (1) or two (2) days in any thirty (30) day period), is permitted on the Unit for loading or unloading purposes. Residents may park on their sites only such number of passenger-type motor vehicles, including vans and pick-up trucks as will fit on their paved driveway without extending beyond their property line onto the sidewalk or street. No overnight parking on lawns is permitted. Neither residents nor their guests may park any vehicle on another resident's site or a vacant site without the owner's express permission. Guests shall park in guest parking, or on their host's site.

E. Speed Limit. For the safety and well-being of the residents, the speed limit is fifteen (15) miles per hour everywhere in the Condominium.

F. Safety Requirements. All motor vehicles must meet legal safety requirements in order to be operated in the Condominium.

G. Unusable junk vehicles. Motor vehicles which are not operable or do not display current registration (license tag) are prohibited in the Condominium.

H. Vehicle Repairs. Vehicle repair on a site is prohibited except for minor maintenance. Washing and polishing of vehicles is permitted on the site.

I. Insurance. All motor vehicles operated in the Condominium must have public liability and property damage insurance to the limits as required by the state in which the vehicle is registered. The Board may prohibit the operation of a motor vehicle in the Condominium if, upon request of the Board proof of such insurance covering the vehicle cannot be provided by a resident. Any such uninsured vehicle shall not be driven in the Condominium again until proof of insurance is provided to the Board.

J. Bicycle, Golf Carts. Bicycle riding and operation of golf carts is permitted. All bicycle riders and golf cart drivers must obey all motor vehicle traffic laws. Bicycles and golf carts must have head and tail lights if used at night.

K. Commercial Vehicles. No commercial vehicles are permitted within the condominium. Residents' motor vehicles may not display commercial signs in the Condominium provided, however, upon written permission from the Board, commercial vehicles may be parked in the RV area.

14.17. Non-Adult Guests.

A. Host's Responsibility. Children guests (i.e. under 18) are the responsibility of the host Owner and resident and must be accompanied by an adult at all times outside the Unit at which they are guests. Overnight stays by children guests may not exceed an aggregate period of thirty (30) days per calendar year in any Unit.

B. Behavior of Guests. Guests, including children guests, must be quiet and orderly and are not to be allowed uninvited on other residents' property, on vacant sites, and shall not do anything which might be cause for complaint.

14.18. Additions and Alterations.

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A. Alteration of Site. No alterations or additions may be made on a site which is prohibited by applicable laws, ordinances, rules and regulations or the Declaration.

B. Utility Room. One utility room of a design, size and construction prescribed by the Board may be placed on each site at a location prescribed by the Board. The design and construction of the utility room shall be regulated in such a way as to obtain uniformity and aesthetic compatibility, as determined by the Board.

C. Mobile Home Alterations. No exterior additions, alterations, or modifications may be made to any mobile home or structure on any Unit, or to any part of the Common Elements, without written approval of the Board.

D. Additions to Mobile Homes. Subject to conditions and restrictions of this Declaration, Board rules, and the laws of Florida, and upon written approval of the Board, awnings, carports, screen-rooms, Florida rooms, roof-overs, garages and open porches may be permitted on Units in the condominium.

14.19. Lakes.

A. Motors. Rowboats, canoes and boats powered by sail, hand or electricity may be used on a lake. All types of gas or combustion motors are prohibited on any lake.

B. Unattended Lines. Leaving unattended lines in a lake is prohibited.

C. Diversion of Water. Diversion of water from a lake and construction thereon is prohibited without Board approval.

D. Watercraft Safety Rules. Boat users must comply with Florida watercraft safety rules and requirements.

E. Docks and Lake Construction. Except as explicitly and expressly set forth in the Condominium Documents, no docks or construction by a Unit Owner shall be permitted on or about any lake or lake frontage. However, Developer reserves the right to install a dock or docks on any lake(s) in or adjacent to the Condominium.

F. Injury to Person or Property. Developer and the Association expressly disclaim all liability or injury to the person or property of Unit Owners or guests that may be incurred by the use of a lake by Unit Owners or guests. Use of a lake is to be conducted at the Unit Owners', residents', and guests' own risk.

G. Dumping. No dumping or transferring or any foreign matter, chemical waste, plant material, or marine life in a lake is permitted.

14.20. Miscellaneous.

A. Sales. "Auction", "Moving", "Lawn", "Patio", "Garage" and other similar types of sales are prohibited, except for such community-wide sales as may be sponsored by the Association.

B. Fires. Open fires are prohibited. For purposes of this Declaration, controlled barbecue grill fires are not considered to be open fires.

C. Wells. Water wells are prohibited.

D. Firearms. Discharge of air pistols/rifles, firearms or fireworks in the Condominium is prohibited.

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E. Drainage. No alteration of the natural drainage shall be done which will interfere with drainage of other Condominium property or neighbors' Units.

F. Insurance Considerations. A Unit owner shall not permit or suffer anything to be done on his Unit which will increase the cost of insurance on another Unit or Common Element, facility or building in the Condominium.

G. General Restrictions. Any activity, condition or thing that materially adversely affects the life, health, safety, morals or well-being of residents in the Condominium is prohibited.

14.21. Setbacks. All applicable local government setback requirements will be strictly enforced.

14.22. So long as the Developer holds Units for sale in the ordinary course of business, neither the Association nor any Owner shall not take any action that would be detrimental to the sales of the Units by the Developer without obtaining the Developer's prior written consent. Neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements or sale of said Units by Developer. The Developer may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display sale signs, showing the Units for sale to prospective purchasers, and renting of uncommitted Units to the public; and the Developer retains an express easement for such purposes.

14.23. EACH UNIT OWNER WHO PURCHASES A UNIT FROM THE DEVELOPER SHALL BE REQUIRED TO PLACE A MOBILE HOME ON THE UNIT WITHIN EIGHTEEN (18) MONTHS OF ACCEPTING TITLE TO THE UNIT. THE TERM "MOBILE HOME" AS USED HEREIN SHALL BE CONSTRUED ACCORDING TO THE MEANING GIVEN THE TERM IN THE DEFINITIONAL SECTION OF THIS DECLARATION OF CONDOMINIUM. FOR CAUSE SHOWN, THE BOARD MAY GRANT EXTENSIONS OF THIS TIME. THE PURPOSE OF THIS PROVISION IS TO ENCOURAGE THE ORDERLY AND TIMELY COMPLETION OF THE INITIAL DEVELOPMENT OF THE CONDOMINIUM AND TO PROTECT THE INTERESTS OF ALL UNIT OWNERS IN THE CONDOMINIUM IN THE RESIDENTIAL INTEGRITY OF THE PROJECT. THIS REQUIREMENT SHALL BIND THE SUCCESSORS AND ASSIGNS OR THE ORIGINAL GRANTEE.

15. INSURANCE

15.1. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, and in such amount as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not limit the same, to water damage, if available, legal liability, hired automobile, non-owned automobile and off the premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Association to a Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

15.2. Casualty Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, other than improvements within and on a Unit, in and for the interest of the Association, all Unit Owners and their mortgages, as their interests now appear, in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the

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Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be financially responsible companies authorized to do business in the State of Florida.

15.3. Benefitted Parties. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, if any, as their interest may appear. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration shall be made from the insurance proceeds and, if there is a balance in the funds after payment of all costs of the repair and restoration, such a balance shall be distributed to the Association's general funds. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable. Each individual Unit Owner shall be responsible for purchasing at his own expense any additional liability insurance as he may deem necessary to cover accidents occurring upon his own Unit and for the purchasing of insurance upon his own personal property.

15.4. Reconstruction or Repair after Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner.

A. In the case of damage to a Common Element, the same shall be reconstructed or repaired by the Association subject to the following provisions.

B. When the Association shall have responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain at least three (3) reliable and detailed estimates of the cost to repair or rebuild.

C. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repairs by the Association or at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

15.5. Condemnation. In the event that any Unit of the Condominium Property or any portion thereof, or the Common Elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by the condemning authority, then the holder of a first mortgage on a Unit will be entitled to timely written notice of such a proceeding or proposed acquisition. The priority of the first mortgage lien shall not be disturbed with respect to distribution of the proceeds of any award or settlement.

15.6. Equitable Relief. In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief which may include a termination of the Condominium and a partition.



16. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time and shall further comply with the Condominium Act. Failure of the Unit Owner to comply therewith shall entitle the Association, other Unit Owners, or the Developer, as the case may be, to the following cumulative relief in addition to other remedies, legal and injunctive relief provided in this Declaration, the By-Laws or the Condominium Act:

A. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his omission, acts, negligence or carelessness or by that of any member of his family, his lessee(s) or his or their guests, invitees, employees, or agents, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misused occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements or of the Limited Common Elements.

B. In any proceeding arising because of an alleged failure of a Unit Owner, a guest, tenant or any other person directly or indirectly related to said Unit Owner, to comply with the terms of this Declaration, By-Laws, rules and regulations adopted pursuant thereto and said documents as they may be amended from time to time, or the Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding, and reasonable attorneys' fees, including attorneys' fees incurred in appellate proceedings, including actions brought by the Developer to enforce such documents.

C. The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

D. The Board shall have the right to impose fines, in the maximum amount permitted under the Condominium Act, as amended, but in no event less than \$100.00 per violation. The owner, resident, licensee or invitee shall be afforded reasonable notice and opportunity for hearing. This remedy shall be cumulative.

17. TERMINATION. The Condominium may be terminated by consent of three-fourths (3/4) of all the Unit Owners evidenced by a recorded instrument to that effect and upon the written consent by all holders of recorded liens affecting any of the Condominium Units. Upon termination of the Condominium Property, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

18. MISCELLANEOUS.

18.1. The Condominium Unit Owners shall solely own the water pipes from the water meter to the mobile home. The Condominium Unit Owner shall solely own the sewer pipes from the point the mobile home is connected to said sewer pipe to the mobile home. The Condominium Unit Owner shall solely own the electrical wiring and conduits from the electrical meter to the mobile home. The balance of the sewer pipes up to the point of connection with the lines of the mobile home are owned by the City of Cocoa, Florida. The water pipes are owned by the City of Cocoa, Florida. The electrical lines are owned by the Florida Power and Light Company.

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18.2. The Unit Owners agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same shall and does exist, so long as it stands.

18.3. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of the Condominium Unit.

18.4. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be covenants running with the land and of every part thereof and interest therein, including, but not limited to, every Unit and appurtenances thereto and every Unit Owner and claimant of the Property or any part thereof or of any interest therein and the Owner's heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and Exhibits annexed thereto and amendments thereof.

18.5. If any provisions of this Declaration or the Exhibits hereto or of the Condominium Act, or any section, sentence, clause, phrase, word or the application thereof under any circumstances is held invalid, the validity of the remainder of this Declaration and the Exhibits attached or the Condominium Act and the application and such provision sections sentence, clause, phrase or word in other circumstances shall not be affected thereby but shall remain in full force and effect.

18.6. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners personally or by mail addressed to such Unit Owners at their place of residence in the Condominium unless the Unit Owners have, by written notice, duly specified a different address. Proof of such mailing or personal delivery by the Association shall be established by postal certificate or by affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association, or such other place as designated by the Board of Directors.

18.7. The Developer and Association each reserve the right to install certain utility services underground, and/or over and above any Unit, and in a common use area or facility to serve lands and areas other than those involved in the Condominium described herein, as well as those within the Condominium.

18.8. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration and attached Exhibits shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium according to the intent of the Developer.

18.9. The captions used in this Declaration and Exhibits attached are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

18.10. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium documents except as specifically set forth therein or as provided by the Condominium Act, and no person shall rely upon any warranty or representation, oral or otherwise, not so specifically made therein.

18.11. Electricity, water and sewerage service is separately charged by the utility company to a Unit Owner by individual meters for service provided to the Unit. So long as the

DECLARATION

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same are separately charged, the Unit owner shall not be assessed by the Association for an individually-charged service.

18.12. No amendment to the Declaration may permit time share estates to be created in any Unit of the Condominium unless the record owner of each Unit of the Condominium and the record owner of liens on each Unit of the Condominium join in the execution of the amendment.

19. AMENDMENT TO DECLARATION.

19.1. Subject to other provisions in this Declaration regarding amendment by Developer or requiring the prior written consent of the Developer for amendment so long as Developer holds units for sale in the ordinary course of business, this Declaration may be amended at any regular or special meeting of the Unit Owners of the Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members of the Association. Subject to other provisions in this Declaration requiring the prior written consent of the Developer for amendment, 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 any proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record Owners of liens on it approve the amendment. Any vote to amend the Declaration relating to a change in the percentage of ownership in the Common Elements or sharing of the expense shall be conducted by secret ballot. An amendment of the Declaration is effective when properly recorded in the Public Records of Brevard County, Florida.

19.2. Until such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors, Developer may, without the consent of the Association or of such other Unit Owners amend this Declaration; provided, however, that no such amendment shall have a substantially adverse material effect on any Unit Owner.

19.3. The Articles of Incorporation, By-Laws and Rules and Regulation of the Association shall be amended as provided for in those respective documents.

20. STORMWATER PERMITTING. St. Johns River Water Management District Environmental Resource Permit No. 4-009-0333ME, together with any further or subsequent permit(s) hereafter issued to Developer by the St. Johns River Water Management District, are referred to herein as the "Permits". The following provisions shall bind the Association:

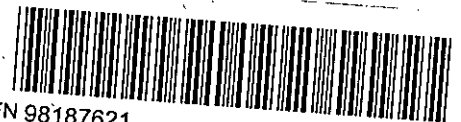
20.1. Property Description: Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management systems will be located) includes Phases 1 and 2 as defined herein, and upon recordation of any amendment to this Declaration adding any subsequent Phase(s), the same shall be subject to this paragraph.

20.2. Definitions: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

20.3. Duties of Association: The Association shall be responsible for the maintenance, operation, and repair of the

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surface water or stormwater management system located in this Condominium. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

20.4. Covenant for Maintenance Assessments for Association: Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

20.5. Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the common elements which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

20.6. Amendment: Any amendment to the Declaration of Condominium which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common elements must have the prior written approval of the St. Johns River Water Management District.

20.7. Enforcement: The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.

20.8. Swale Maintenance: The Developer has constructed a Drainage Swale upon the common elements for the purpose of managing and containing the flow of excess water, if any, found upon such common elements from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the common elements. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Association.

21. MANAGER'S UNIT. The Developer may select a Unit prior to June 31, 2005, and place a mobile home thereon, for use as a manager's residence. The Developer may convey the Unit to the Association and, if Developer does so, take back a mortgage from the Association in the amount of the appraised value of the Unit together with actual cost of the mobile home and improvements placed thereon. The mortgage shall have a term of 15 years and

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shall bear interest at nine (9%) percent per annum, and shall be prepayable without penalty.

IN WITNESS WHEREOF, the Developer has caused its duly authorized officer to execute this Declaration on the 04th day of September, 1998.

(Corporate Seal)

Michael Klasker
Witness

LOST LAKES HOLDING CO. INC.
a Florida corporation

By: [Signature]
Print Name: GERALD W. DUKE JR.
As its President
140 Lost Lakes Drive
Cocoa, FL 32926

Cecile R. Mizell
Witness

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Gerald W. Duke, as president of LOST LAKES HOLDING CO., INC., who is personally known by me, or who produced Duke's License as identification, and who, after being duly sworn, deposes and says that he has read the foregoing instrument, acknowledges the contents thereof to be true and correct, and agrees to be bound by same.

 JERE D. CARRICK
COMMISSION # CC 677825
EXPIRES SEP 7, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

[Signature]
Notary Public - State of Florida
My Commission Expires:



SURVEYOR'S CERTIFICATE

FOR

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

STATE OF FLORIDA
COUNTY OF BREVARD

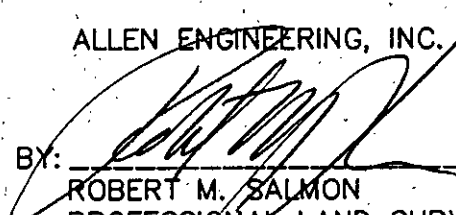
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE; MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING NORTHWEST LAKES, A CONDOMINIUM, PHASE 1 IS AN ACCURATE REPRESENTATION OF THE LOCATIONS 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 25TH DAY OF SEPTEMBER, 1998, A.D.

ALLEN ENGINEERING, INC.

BY:


ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25TH DAY OF SEPTEMBER, 1998 BY ROBERT M. SALMON, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH.


JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 2002
MY COMMISSION NO IS: CC 756049



Jill B Nickel
My Commission CC756049
Expires July 5, 2002



CFN 98187621
OR Book/Page: 3902 / 3450

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A"

SHEET 1 OF 7

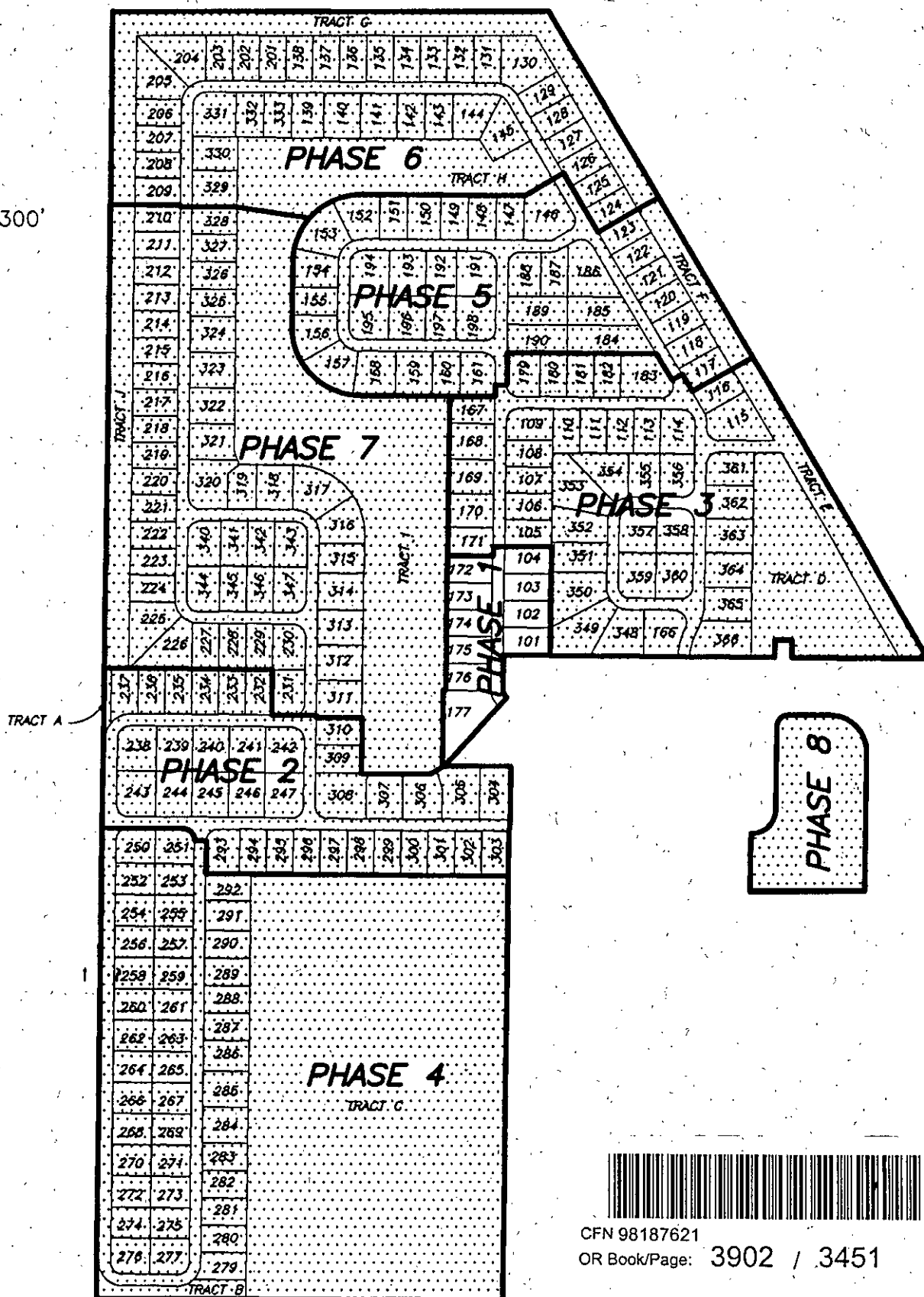
NWLK-CVR.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

OVERALL GRAPHIC PLOT PLAN



SCALE: 1"=300'



SURVEYOR'S NOTES:

1. SEE SHEET 6 FOR THE NOTES CONCERNING THE GRAPHIC PLOT PLAN.
2. REFER TO SHEET 4 FOR THE SKETCH OF SURVEY.
3. SEE SHEET 5 FOR THE DESCRIPTION.

 DENOTES OTHER PHASES OF NORTHWEST LAKES, A CONDOMINIUM (NOT A PART)

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A"

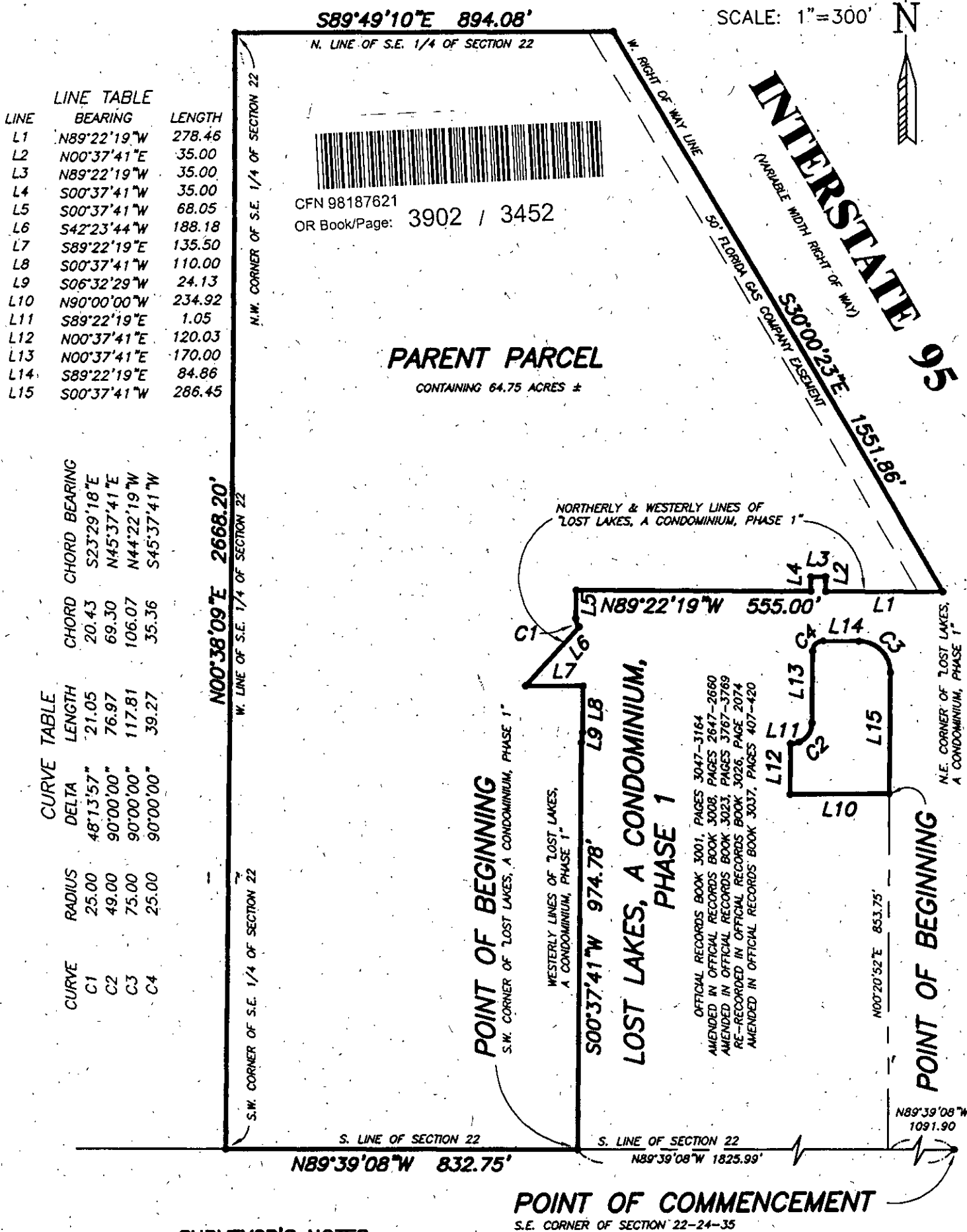
SHEET 2 OF 7



CFN 98187621
OR Book/Page: 3902 / 3451

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

SKETCH OF SURVEY



SURVEYOR'S NOTES:

- SEE SHEET 5 FOR THE DESCRIPTION OF THE CONDOMINIUM OWNED PROPERTY.
- SEE SHEET 6 FOR THE SURVEYOR'S NOTES AND CERTIFICATION.

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A"

SHEET 3 OF 7

NWIK-S.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

SKETCH OF SURVEY



SCALE: 1"=60'

		CURVE TABLE		CHORD	CHORD BEARING
CURVE	RADIUS	DELTA	LENGTH		
C1	25.00	48°13'57"	21.05	20.43	S23°29'18"E

PHASE 7

N00°37'41"E 275.00'

S89°22'19"E
93.00'

L6

S89°22'19"E 119.48'

SUBJECT PARCEL
CONTAINING 1.49 ACRES ±

PHASE 3

S00°37'41"W 220.72'

N. LINE OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"

95.48'
N89°22'19"W

68.05'
S00°37'41"W

L5

N00°37'41"E 156.88'

NORTHERLY & WESTERLY LINES OF
"LOST LAKES, A CONDOMINIUM, PHASE 1"
S42°23'44"W 188.18'

S.W. CORNER OF UNIT 178,
"LOST LAKES, A CONDOMINIUM,
PHASE 1"

L4

**POINT OF
BEGINNING**

L3

PHASE 2

WESTERLY LINES OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"

N00°37'41"E 974.78'

L1

L2

S.W. CORNER OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"

N89°39'08"W 1825.99'

S. LINE OF SECTION 22

**LOST LAKES, A CONDOMINIUM,
PHASE 1**

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3006, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3021, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

POINT OF COMMENCEMENT

S.E. CORNER OF SECTION 22-24-35

LINE TABLE

LINE	LENGTH	BEARING
L1	24.13	N06°32'29"E
L2	110.00	N00°37'41"E
L3	135.50	N89°22'19"W
L4	5.77	S60°40'28"W
L5	5.00	S89°22'19"E
L6	18.77	N00°37'41"E

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A"

SHEET 4 OF 7

NWLKPH1.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

SKETCH OF SURVEY

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 1

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420, all of the Public Records of Brevard County, Florida; thence the following 4 courses along the Westerly lines of said Lost Lakes, Phase 1: (1) N00°37'41"E, a distance of 974.78 feet; (2) N06°32'29"E, a distance of 24.13 feet; (3) N00°37'41"E, a distance of 110.00 feet; (4) N89°22'19"W, a distance of 135.50 feet, to the Southwest corner of Unit 178 of said Lost Lakes, Phase 1, and the POINT OF BEGINNING of the herein described parcel; thence S60°40'28"W, a distance of 5.77 feet; thence N00°37'41"E, a distance of 156.88 feet; thence S89°22'19"E, a distance of 5.00 feet; thence N00°37'41"E, a distance of 275.00 feet; thence S89°22'19"E, a distance of 93.00 feet; thence N00°37'41"E, a distance of 18.77 feet; thence S89°22'19"E, a distance of 119.48 feet; thence S00°37'41"W, a distance of 220.72 feet, to a point on the North line of said Lost Lakes, Phase 1; thence the following 4 courses along the Northerly and Westerly lines of said Lost Lakes, Phase 1: (1) N89°22'19"W, a distance of 95.48 feet; (2) S00°37'41"W, a distance of 68.05 feet, to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet and a central angle of 48°13'57"; (3) Southeasterly, along the arc of said curve to the left, a distance of 21.05 feet, to a point of intersection with a line radial to said curve; (4) S42°23'44"W, a distance of 188.18 feet, to the POINT OF BEGINNING; Containing 1.49 acres, more or less.



CFN 98187621

OR Book/Page: 3902 / 3454

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A"

SHEET 5 OF 7

NWLKPH1.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

SURVEYOR'S NOTES CONCERNING SKETCH OF SURVEY:

1. The bearings shown are based on an assumed bearing of N89°39'08"W along the South line of the Southeast 1/4 of Section 22, Township 24 South, Range 35 East.
2. Site improvements including but not limited to underground utilities, driveways and foundations, were not located by this survey.
3. There may be additional easements, restrictions and/or rights of way of record not shown on the sketch.
4. See sheet 4 for boundary information.
5. ● Denotes a set 5/8" iron rod with a plastic cap stamped "ALLEN ENG LB 266," unless noted otherwise.

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN:

1. The graphic plot plan shown on Sheet 7 was prepared from an As-Built Survey by Allen Engineering, Inc.
2. Northwest Lakes, A Condominium, Phase 1 shall contain 10 units.
3. There is a 10 foot wide Public Utility Easement across the front of all units.
4. There is a 5 foot wide Public Utility Easement along the side of all units, unless otherwise noted.
5. There is a 5 foot wide Public Utility Easement across the back of all units which abut another unit along the rear.
6. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.



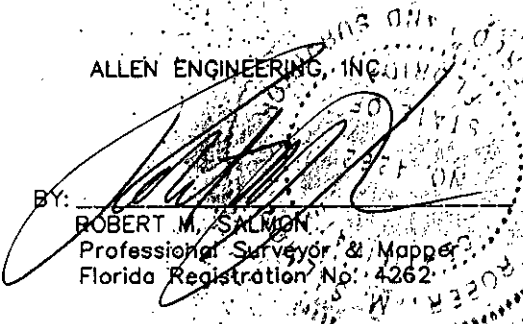
CFN 98187621

OR Book/Page: 3902 / 3455

SURVEYOR'S CERTIFICATION:

I hereby certify to the best of my knowledge and belief the sketch of survey shown on Sheet 4 is an accurate representation of a survey made under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, Pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature
and the original raised seal of a
Florida licensed surveyor and mapper.

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
Professional Surveyor & Mapper
Florida Registration No. 4262

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A"

SHEET 6 OF 7

NWLKPP1.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 1

GRAPHIC PLOT PLAN

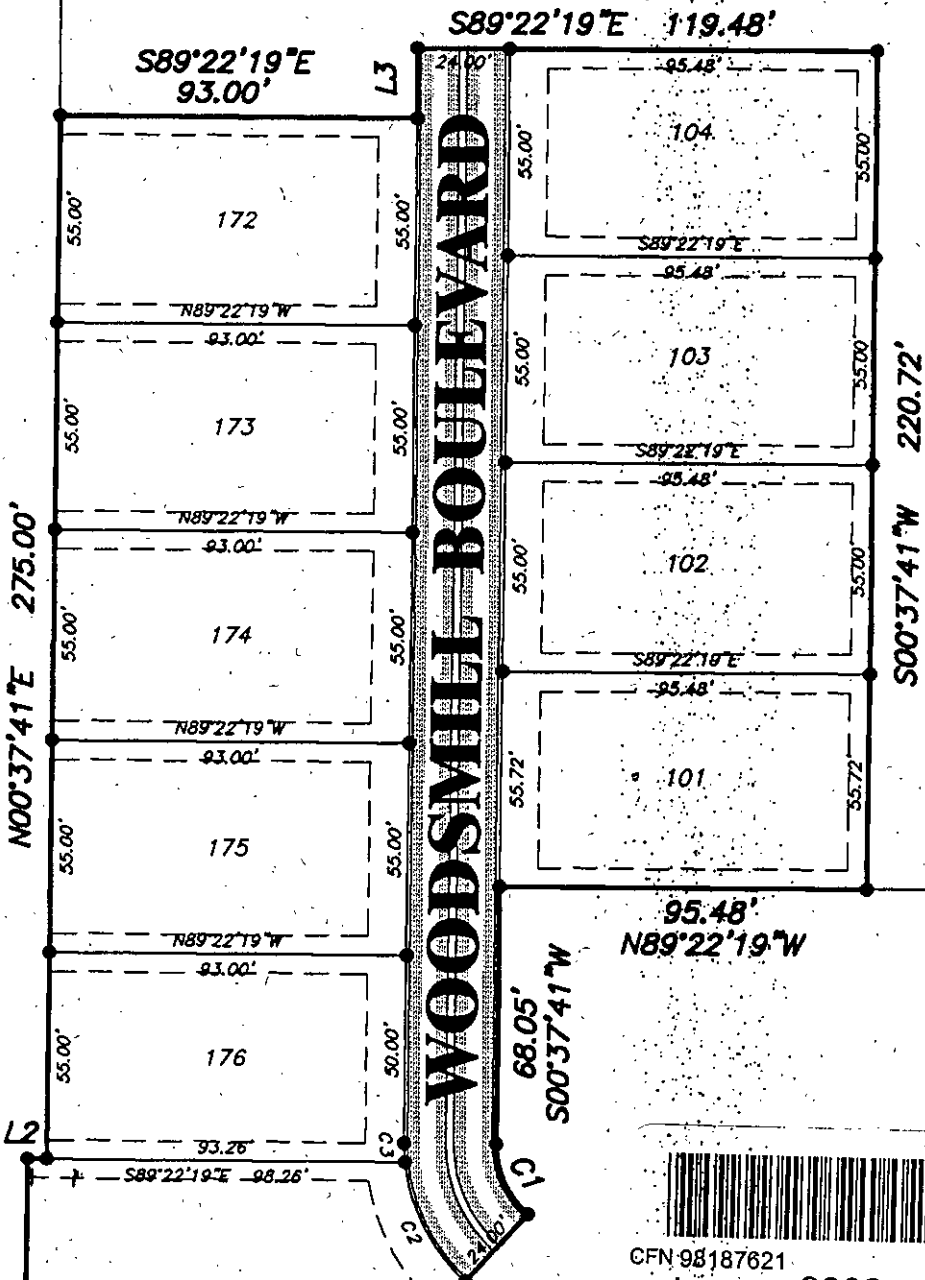


SCALE: 1"=50'

LINE TABLE

LINE	LENGTH	BEARING
L1	5.77	S60°40'28"W
L2	5.00	S89°22'19"E
L3	18.77	N00°37'41"E

PHASE 7



PHASE 3

CFN 98187621
OR Book/Page: 3902 / 3456

LOST LAKES, A CONDOMINIUM,
PHASE 1

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00	48°13'57"	21.05	20.43	S23°29'18"E
C2	49.00	42°22'33"	36.24	35.42	S26°25'00"E
C3	49.00	05°51'24"	5.01	5.01	S02°18'01"E

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCA BEACH, FLORIDA
SEPTEMBER 25, 1998

PHASE 2

EXHIBIT "A"

SHEET 7 OF 7

NWLKPP1.DWG

SURVEYOR'S CERTIFICATE

FOR

NORTHWEST LAKES, A CONDOMINIUM PHASE 2

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", 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 AN OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A-1" IS SUBSTANTIALLY COMPLETE; MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A-1" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING NORTHWEST LAKES, A CONDOMINIUM, PHASE 2 IS AN ACCURATE REPRESENTATION OF THE LOCATIONS 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.

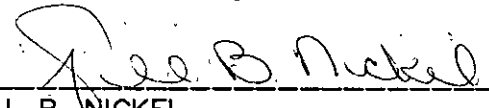
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 25TH DAY OF SEPTEMBER, 1998, A.D.

ALLEN ENGINEERING, INC.

BY:

ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 25TH DAY OF SEPTEMBER, 1998
BY ROBERT M. SALMON, WHO IS PERSONALLY
KNOWN AND WHO DID TAKE AN OATH.


JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 2002
MY COMMISSION NO IS: CC 756049

 JILL B. Nickel
My Commission CC756049
Expires July 5, 2002



CFN 98187621

OR Book/Page: 3902 / 3457

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A-1"

SHEET 1 OF 7

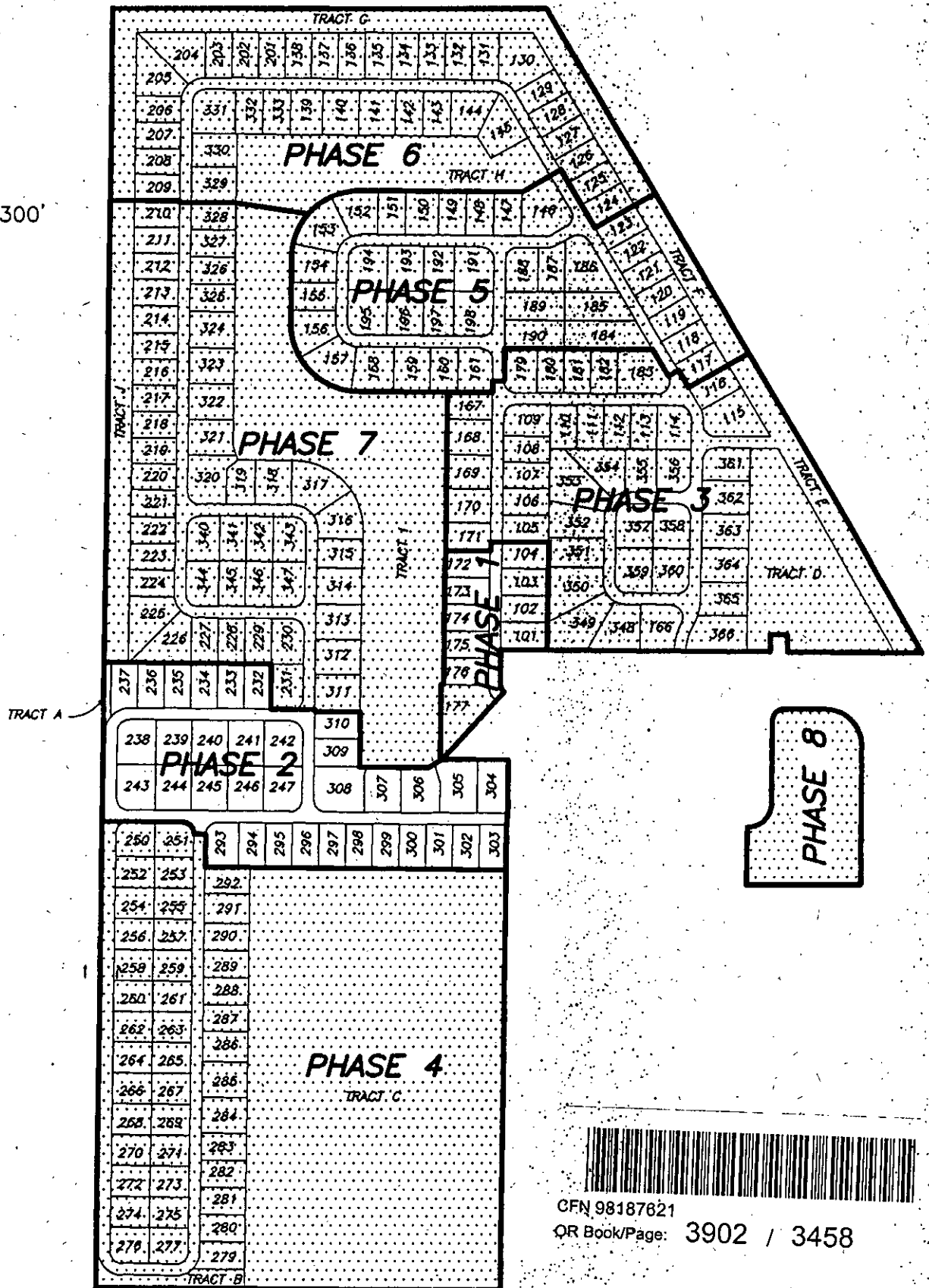
NWLK-CVR.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 2

OVERALL GRAPHIC PLOT PLAN



SCALE: 1"=300'



SURVEYOR'S NOTES:

1. SEE SHEET 6 FOR THE NOTES CONCERNING THE GRAPHIC PLOT PLAN.
2. REFER TO SHEET 4 FOR THE SKETCH OF SURVEY.
3. SEE SHEET 5 FOR THE DESCRIPTION.

 DENOTES OTHER PHASES OF NORTHWEST LAKES, A CONDOMINIUM (NOT A PART)

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A-1"

SHEET 2 OF 7



CFN 98187621

QR Book/Page: 3902 / 3458

SKETCH OF SURVEY



VWLK-S.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 2

SKETCH OF SURVEY



SCALE: 1"=100'

POINT OF COMMENCEMENT
S.E. CORNER OF SECTION 22-24-35

LOST LAKES, A CONDOMINIUM,
PHASE 1

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

S00°37'41"W 110.00' L6 S00°37'41"W 93.00'

WESTERLY LINES OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"

POINT OF BEGINNING

S.W. CORNER OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"
N89°39'08"W 1825.99'
S. LINE OF SECTION 22

PHASE 1

S.W. CORNER OF UNIT 178, "LOST
LAKES, A CONDOMINIUM, PHASE 1"

CURVE TABLE
CHORD CHORD BEARING
35.36 N44°22'19"W

CURVE TABLE
DELTA LENGTH
90°00'00" 39.27

CURVE C1
RADIUS 25.00
DELTA 90°00'00"

PHASE 7

S89°22'19"E 93.00'

S00°37'41"W 113.00'

SUBJECT PARCEL
CONTAINING 5.79 ACRES ±



CFN 98187621
OR Book/Page: 3902 / 3460

S00°37'41"W 93.00'

S89°22'19"E 344.86'

W. LINE OF S.E. 1/4 OF SECTION 22
N00°38'09"E 327.00'

PHASE 4

N89°22'19"W 618.49'

LINE	BEARING	LENGTH
L1	N00°37'41"E	68.00
L2	N89°22'19"W	24.00
L3	S89°22'19"E	91.50
L4	S00°37'41"W	4.00
L5	N60°40'28"E	34.05
L6	S06°32'29"W	24.13

NORTHWEST LAKES, A CONDOMINIUM PHASE 2

SKETCH OF SURVEY

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 2

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420, all of the Public Records of Brevard County, Florida; thence N00°37'41"E, along the West line of said Lost Lakes, Phase 1, a distance of 881.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence N89°22'19"W, a distance of 618.49 feet; thence N00°37'41"E, a distance of 68.00 feet; thence N89°22'19"W, a distance of 24.00 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Northwesterly, along the arc of said curve to the left, a distance of 39.27 feet (said arc subtended by a chord bearing N44°22'19"W, a distance of 35.36 feet), to a point of tangency; thence N89°22'19"W, a distance of 165.11 feet, to a point on the West line of the Southeast one-quarter of said Section 22; thence N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 327.00 feet; thence S89°22'19"E, a distance of 344.86 feet; thence S00°37'41"W, a distance of 93.00 feet; thence S89°22'19"E, a distance of 91.50 feet; thence S00°37'41"W, a distance of 4.00 feet; thence S89°22'19"E, a distance of 93.00 feet; thence S00°37'41"W, a distance of 113.00 feet; thence S89°22'19"E, a distance of 140.68 feet; thence N60°40'28"E, a distance of 34.05 feet, to the Southwest corner of Unit 178 of said Lost Lakes, Phase 1; thence the following 4 courses along the Westerly lines of said Lost Lakes, Phase 1: (1) S89°22'19"E, a distance of 135.50 feet; (2) S00°37'41"W, a distance of 110.00 feet; (3) S06°32'29"W, a distance of 24.13 feet; (4) S00°37'41"W, a distance of 93.00 feet, to the POINT OF BEGINNING; Containing 5.79 acres, more or less.



CFN 98187621

OR Book/Page: 3902 / 3461

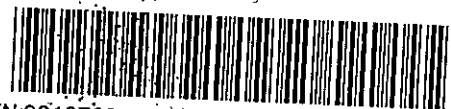
NORTHWEST LAKES, A CONDOMINIUM PHASE 2

SURVEYOR'S NOTES CONCERNING SKETCH OF SURVEY:

1. The bearings shown are based on an assumed bearing of N89°39'08"W along the South line of the Southeast 1/4 of Section 22, Township 24 South, Range 35 East.
2. Site improvements including but not limited to underground utilities, driveways and foundations, were not located by this survey.
3. There may be additional easements, restrictions and/or rights of way of record not shown on the sketch.
4. See sheet 4 for boundary information.
5. ● Denotes a set 5/8" iron rod with a plastic cap stamped "ALLEN ENG LB 266," unless noted otherwise.

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN:

1. The graphic plot plan shown on Sheet 7 was prepared from an As-Built Survey by Allen Engineering, Inc.
2. Northwest Lakes, A Condominium, Phase 2 shall contain 34 units.
3. There is a 10 foot wide Public Utility Easement across the front of all units.
4. There is a 5 foot wide Public Utility Easement along the side of all units, unless otherwise noted.
5. There is a 5 foot wide Public Utility Easement across the back of all units which abut another unit along the rear.
6. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.



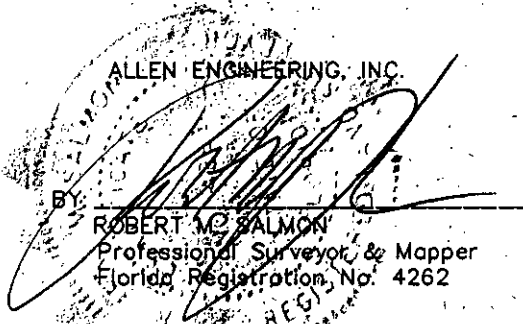
CFN 98187621

OR Book/Page: 3902 / 3462

SURVEYOR'S CERTIFICATION:

I hereby certify to the best of my knowledge and belief the sketch of survey shown on Sheet 4 is an accurate representation of a survey made under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, Pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature
and the original raised seal of a
Florida licensed surveyor and mapper.

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
Professional Surveyor & Mapper
Florida Registration No. 4262

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

EXHIBIT "A-1"

SHEET 6 OF 7

NWLKPP2.DWG

NORTHWEST LAKES, A CONDOMINIUM PHASE 2

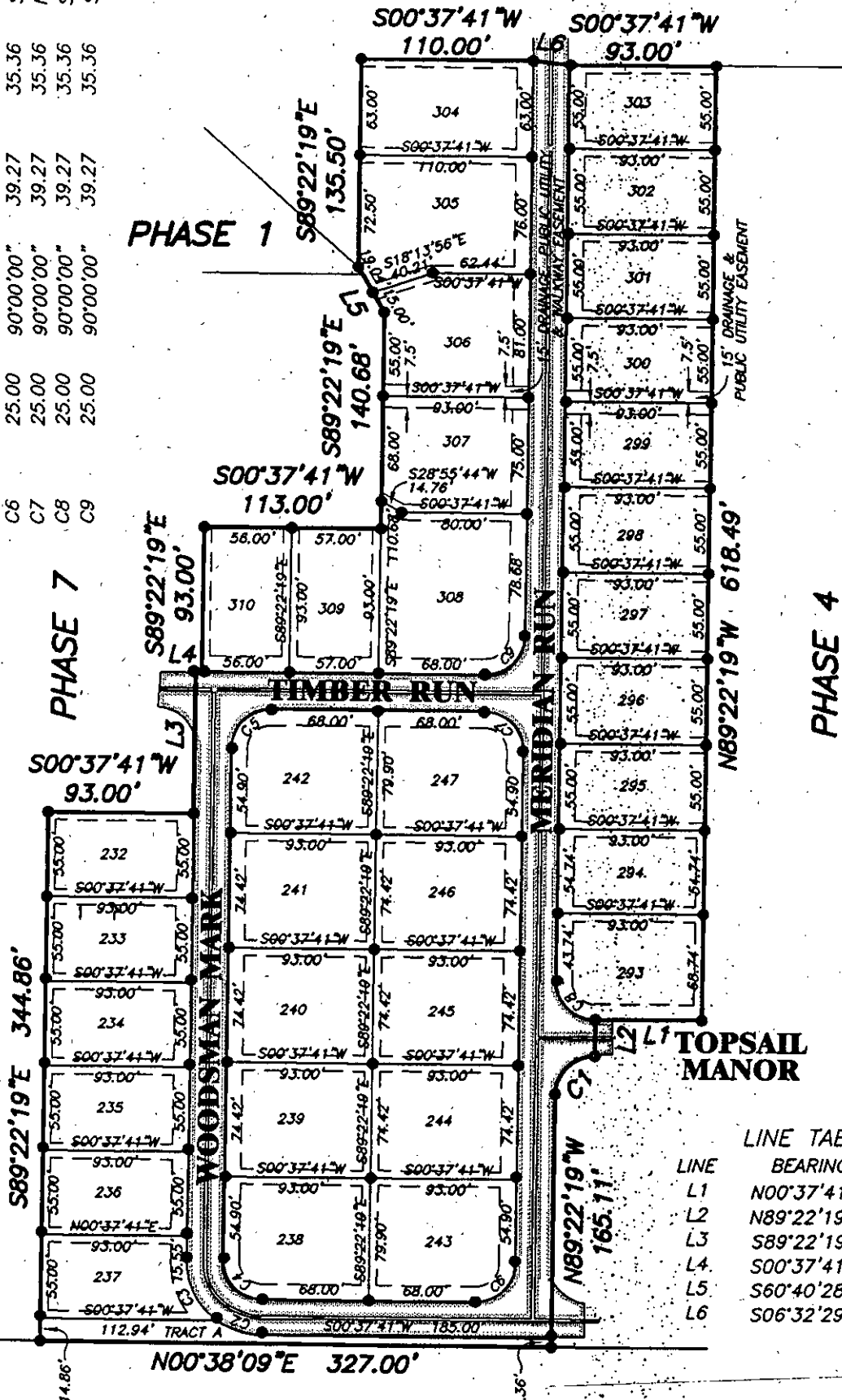
GRAPHIC PLOT PLAN



SCALE: 1"=100'

LOST LAKES, A CONDOMINIUM, PHASE 1

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C2	49.00	36°22'51"	31.11	30.59	S18°49'06"W
C3	49.00	53°37'09"	45.86	44.20	S63°49'06"W
C4	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C5	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C6	25.00	90°00'00"	39.27	35.36	S44°22'19"E
C7	25.00	90°00'00"	39.27	35.36	N45°37'41"E
C8	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C9	25.00	90°00'00"	39.27	35.36	S44°22'19"E



ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
SEPTEMBER 25, 1998

CFN 98187621
OR Book/Page: 3902 / 3463

EXHIBIT "A-1"

SHEET 7 OF 7

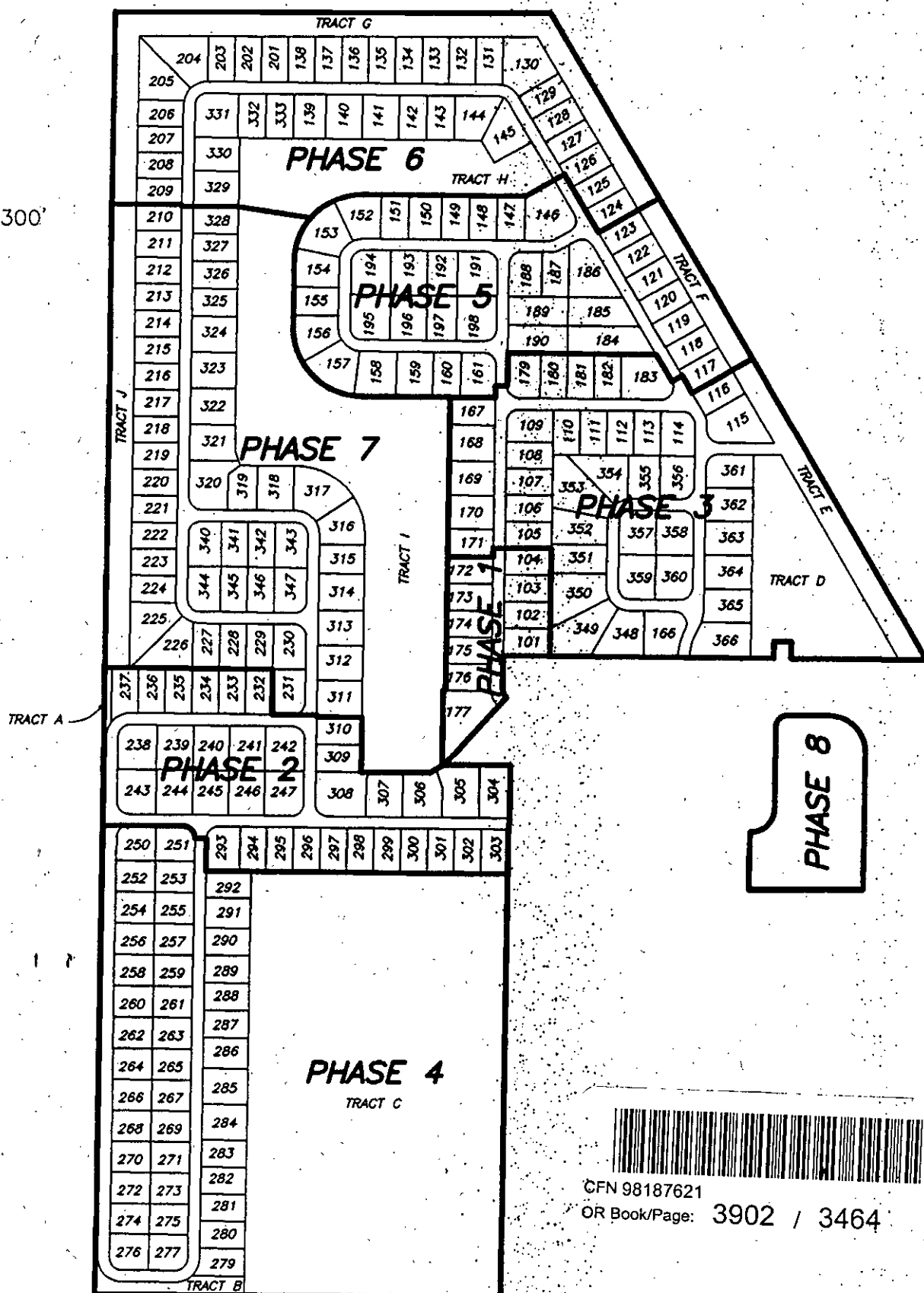
NWLKPP2.DWG

NORTHWEST LAKES, A CONDOMINIUM

OVERALL GRAPHIC PLOT PLAN



SCALE: 1"=300'



SURVEYOR'S NOTES:

1. SEE SHEET 16 FOR THE NOTES CONCERNING THE OVERALL GRAPHIC PLOT PLAN.
2. REFER TO SHEETS 3 THROUGH 10 FOR THE SKETCHES OF SURVEY.
3. SEE SHEETS 10 THROUGH 13 FOR THE DESCRIPTIONS.

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 1 OF 27

NORTHWEST LAKES, A CONDOMINIUM

SKETCH OF SURVEY

SCALE: 1"=300'

CURVE TABLE			CHORD CHORD BEARING		
CURVE	RADIUS	DELTA	LENGTH		
C1	25.00	48°13'57"	21.05	20.43	S23°29'18"E

N00°38'09"E 2668.20'

N.W. CORNER OF S.E. 1/4 OF SECTION 22

W. LINE OF S.E. 1/4 OF SECTION 22

S.W. CORNER OF S.E. 1/4 OF SECTION 22

S89°49'10"E 894.08'

N. LINE OF S.E. 1/4 OF SECTION 22

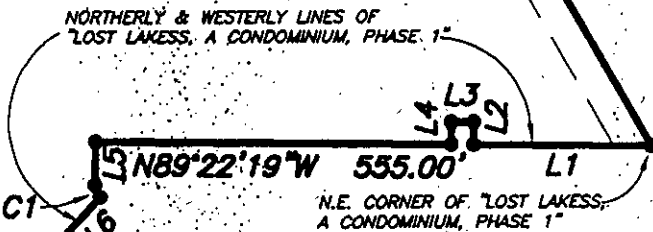


CFN 98187621
OR Book/Page: 3902 / 3465

PARENT PARCEL
CONTAINING 64.75 ACRES ±

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°22'19"W	278.46
L2	N00°37'41"E	35.00
L3	N89°22'19"W	35.00
L4	S00°37'41"W	35.00
L5	S00°37'41"W	68.05
L6	S42°23'44"W	188.18
L7	S89°22'19"E	135.50
L8	S00°37'41"W	110.00
L9	S06°32'29"W	24.13

INTERSTATE 95
(VARIABLE WIDTH RIGHT OF WAY)
S300°23'E 1551.86'
30' FLORIDA G.S. COMPANY EASEMENT



WESTERLY LINES OF 'LOST LAKES', A CONDOMINIUM, PHASE 1"

POINT OF BEGINNING

LOST LAKES, A CONDOMINIUM, PHASE 1

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2680
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

POINT OF COMMENCEMENT
S.E. CORNER OF SECTION 22-24-35

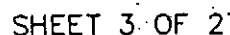
SURVEYOR'S NOTES:

1. SEE SHEET 11 FOR THE DESCRIPTION OF THE CONDOMINIUM OWNED PROPERTY.
2. SEE SHEET 16 FOR THE SURVEYOR'S NOTES AND CERTIFICATION.
3. SEE SHEET 10 FOR BOUNDARY INFORMATION CONCERNING PHASE 8.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SKETCH OF SURVEY



NORTHWEST LAKES, A CONDOMINIUM PHASE 2

SKETCH OF SURVEY



SCALE: 1"=100'

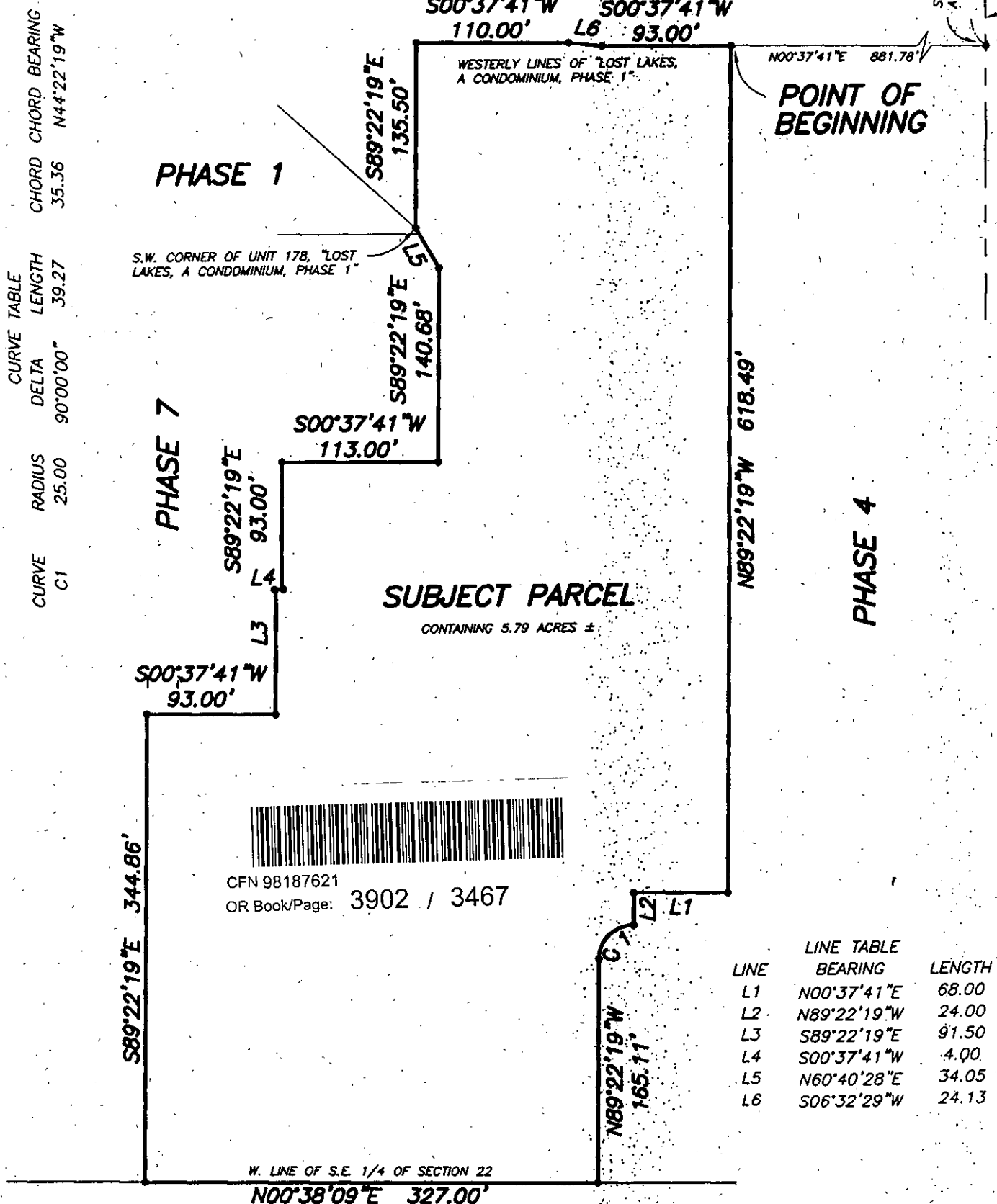
POINT OF COMMENCEMENT

S.E. CORNER OF SECTION 22-24-35

**LOST LAKES, A CONDOMINIUM,
PHASE 1**

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3025, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

S.W. CORNER OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"
N89°39'08"W 1825.99'
S. LINE OF SECTION 22



ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

SHEET 4 OF 27

EXHIBIT "A-2"

NORTHWEST LAKES, A CONDOMINIUM PHASE 3

SKETCH OF SURVEY



SCALE: 1"=200'



CFN 98187621
OR Book/Page:

INTERSTATE 95
(VARIABLE WIDTH RIGHT OF WAY)
50' FLORIDA GAS COMPANY EASEMENT
S30°02'23"E 719.74'

PHASE 7

PHASE 5

SUBJECT PARCEL
CONTAINING 9.99 ACRES ±

POINT OF BEGINNING

LINE	BEARING	LENGTH
L1	S89°22'19"E	93.00
L2	N00°37'41"E	25.00
L3	S89°22'19"E	24.00
L4	N00°37'41"E	68.00
L5	S30°02'06"E	64.23
L6	N59°57'54"E	24.00
L7	S30°02'06"E	41.56
L8	N59°57'54"E	142.82
L9	N00°37'41"E	35.00
L10	N89°22'19"W	35.00
L11	S00°37'41"W	35.00
L12	N89°22'19"W	119.48
L13	S00°37'41"W	18.77
L14	N89°22'19"W	93.00

WESTERLY LINES OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"

LOST LAKES, A CONDOMINIUM,
PHASE 1

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

S.W. CORNER OF "LOST LAKES,
A CONDOMINIUM, PHASE 1"

N89°39'08"W 1825.99'
S. LINE OF SECTION 22

POINT OF COMMENCEMENT

S.E. CORNER OF SECTION 22-24-35

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

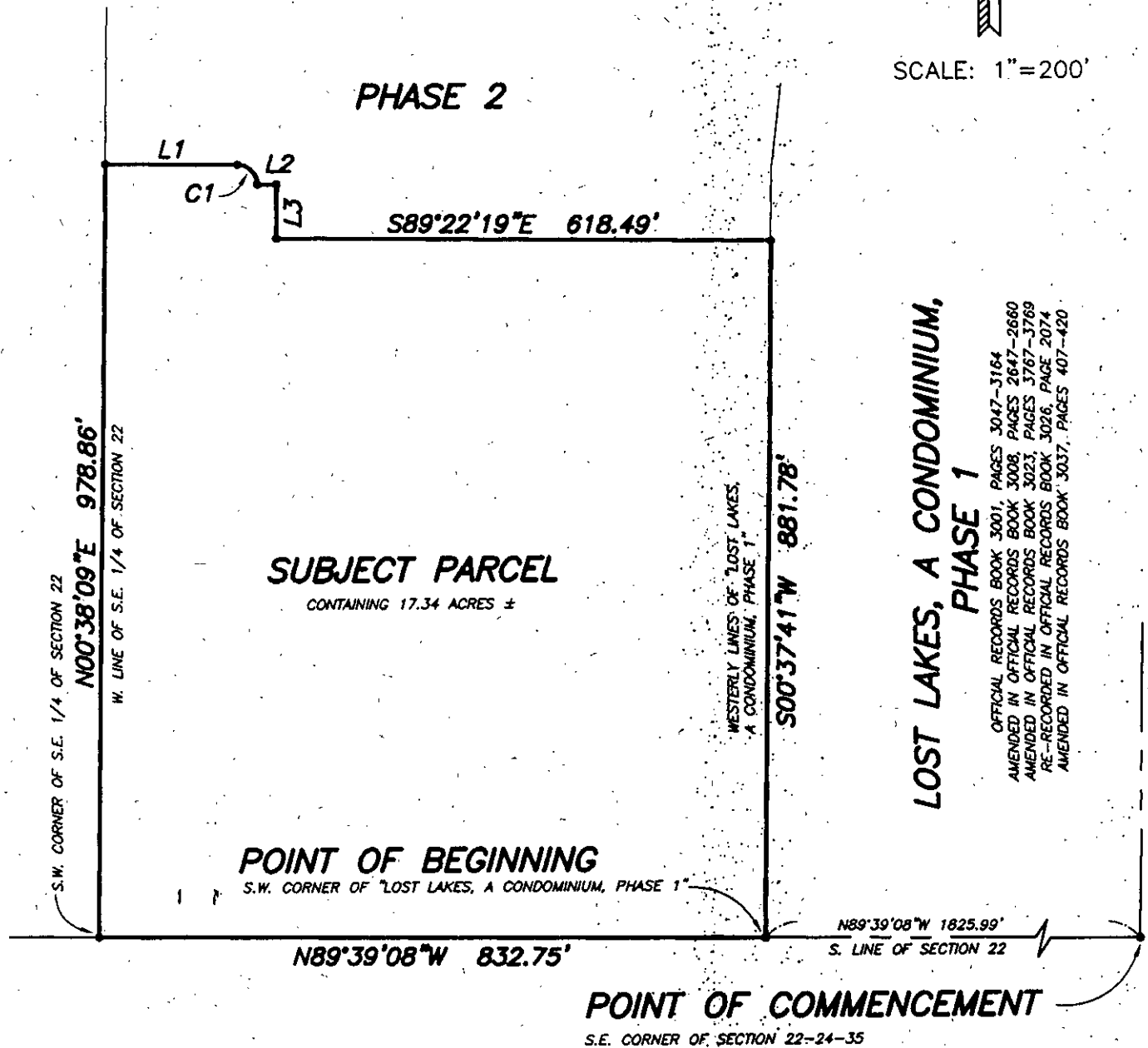
SHEET 5 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 4

SKETCH OF SURVEY



SCALE: 1"=200'



LINE TABLE			CURVE TABLE					
LINE	BEARING	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
L1	S89°22'19"E	165.11	C1	25.00	90°00'00"	39.27	35.36	S44°22'19"E
L2	S89°22'19"E	24.00						
L3	S00°37'41"W	68.00						



CFN 98187621

OR Book/Page: 3902 / 3469

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

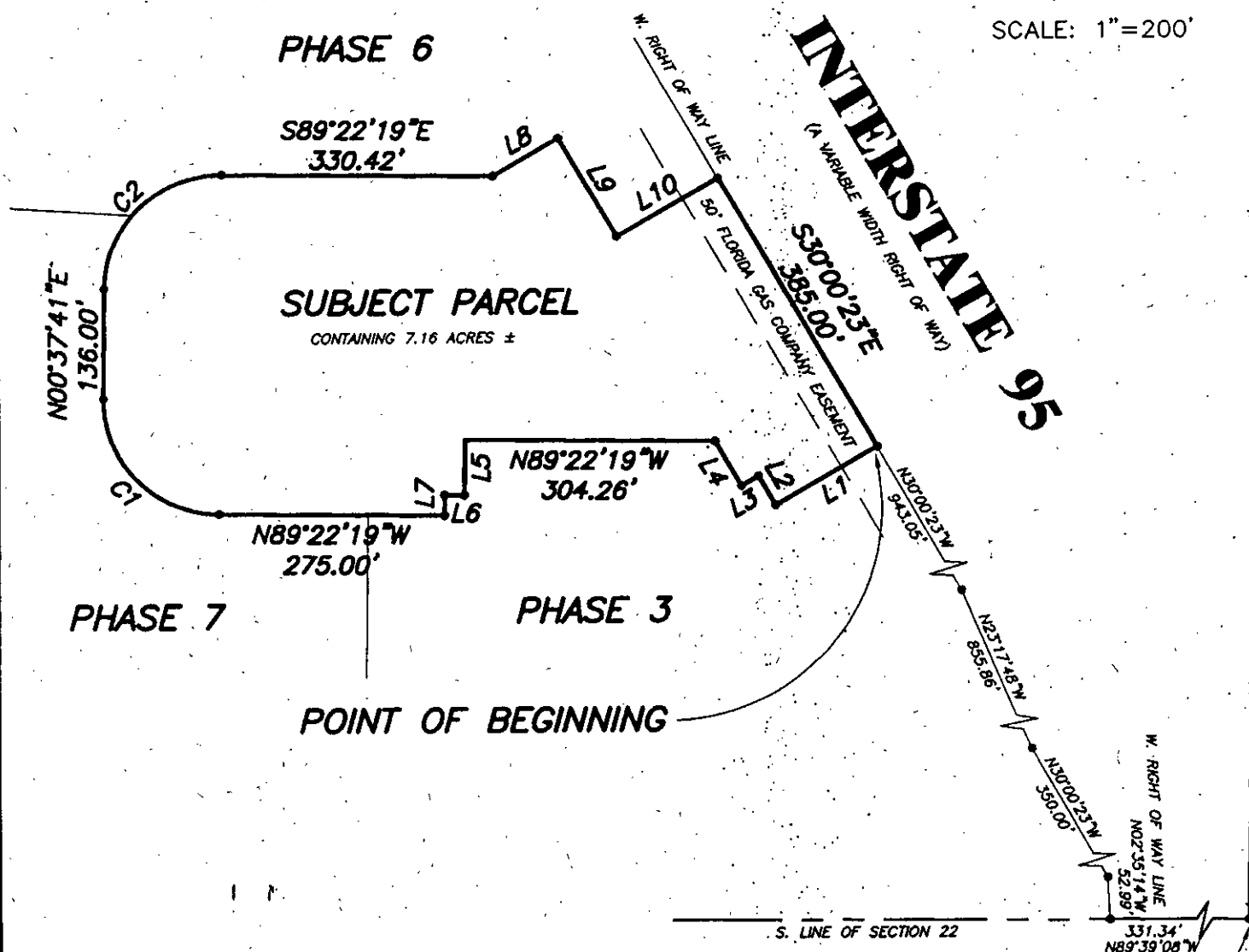
SHEET 6 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 5

SKETCH OF SURVEY



SCALE: 1"=200'



LINE TABLE

LINE	BEARING	LENGTH
L1	S59°57'54"W	142.82
L2	N30°02'06"W	41.56
L3	S59°57'54"W	24.00
L4	N30°02'06"W	64.23
L5	S00°37'41"W	68.00
L6	N89°22'19"W	24.00
L7	S00°37'41"W	25.00
L8	N59°57'54"E	91.92
L9	S30°02'06"E	141.22
L10	N59°57'54"E	143.01

CURVE

RADIUS

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	142.00	90°00'00"	223.05	200.82	N44°22'19"W
C2	142.00	90°00'00"	223.05	200.82	N45°37'41"E



CFN 98187621

OR Book/Page: 3902 / 3470

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 7 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 6

SKETCH OF SURVEY



SCALE: 1"=200'

INTERSTATE 95
(VARIABLE WIDTH RIGHT OF WAY)

S30°00'23"E
447.12'

50' FLORIDA GAS COMPANY EASEMENT

W. RIGHT OF WAY LINE

N30°02'06"W
141.22'

S55°10'54"E
110.54'

N45°15'44"E
110.54'

N89°22'19"W
330.42'

PHASE 5

SUBJECT PARCEL
CONTAINING 9.22 ACRES ±

S89°49'10"E
894.08'

N. LINE OF S.E. 1/4 OF SECTION 22

N.W. CORNER OF S.E. 1/4 OF SECTION 22

N00°38'09"E
402.35'

N89°22'19"W
143.23'

L2 N81°08'45"W
149.76'

PHASE 7

N00°38'09"E
2265.85'

W. LINE OF S.E. 1/4 OF SECTION 22

S.W. CORNER OF S.E. 1/4 OF SECTION 22

N89°39'08"W
2658.74'

S. LINE OF SECTION 22

POINT OF COMMENCEMENT

S.E. CORNER OF SECTION 22-24-35

POINT OF BEGINNING

LINE TABLE

LINE	BEARING	LENGTH
L1	S59°57'54"W	91.92
L2	N89°22'19"W	117.00
L3	N00°37'41"E	3.24

CURVE

RADIUS

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	142.00	50°06'49"	124.20	120.28	S65°34'17"W



CFN 98187621

OR Book/Page: 3902 / 3471

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 8 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 7

SKETCH OF SURVEY



SCALE: 1"=200'



CFN 98187621

OR Book/Page: 3902 / 3472

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°37'41"W	3.24
L2	S89°22'19"E	117.00
L3	N89°22'19"W	5.00
L4	S60°40'28"W	28.28
L5	N00°37'41"E	113.00
L6	N89°22'19"W	93.00
L7	N00°37'41"E	4.00
L8	N89°22'19"W	91.50
L9	N00°37'41"E	93.00

PHASE 6

S89°22'19"E 143.23'
L2 S81°08'45"E 149.76'

PHASE 5

S00°37'41"W C1
136.00'

S89°22'19"E 182.00'

SUBJECT PARCEL

CONTAINING 13.77 ACRES ±

PHASE 3

PHASE 1

POINT OF BEGINNING

N00°38'09"E 960.00'

W. LINE OF S.E. 1/4 OF SECTION 22
N00°38'09"E 1305.86'

N89°22'19"W 344.86'
L9

PHASE 2

N89°22'19"W 140.68'
L4

L8 L7 L6 L5

S00°37'41"W 156.88'
L3

S00°37'41"W 605.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	142.00	39°53'11"	98.85	96.87	S20°34'16"W
C2	142.00	90°00'00"	223.05	200.82	S44°22'19"E

S.W. CORNER OF S.E. 1/4 OF SECTION 22

N89°39'08"W 2658.74'

S. LINE OF SECTION 22

POINT OF COMMENCEMENT

S.E. CORNER OF SECTION 22-24-35

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 9 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 8

SKETCH OF SURVEY

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	49.0090°00'00"	76.97'	49.00'	69.30'	S.45°37'41"W.	
2	25.0090°00'00"	39.27'	25.00'	35.36'	N.45°37'41"E.	
3	75.0090°00'00"	117.81'	75.00'	106.07'	S.44°22'19"E.	

WOODSMILL BLVD.
S.89°22'19"E.
84.86'

**LOST LAKES, A CONDOMINIUM,
PHASE 1**

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

**LOST LAKES, A CONDOMINIUM,
PHASE 1**

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

MERIDIAN RUN

N.00°37'41"E. 170.00'

SUBJECT PARCEL

CONTAINING 1.66 ACRES ±



CFN 98187621

OR Book/Page: 3902 / 3473

UNIT 100

N.00°37'41"E. 120.03'

WEST 234.92'

POINT OF BEGINNING

**LOST LAKES, A CONDOMINIUM,
PHASE 1**

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420

S.00°37'41"W. 286.45'

LOST LAKE DRIVE

**LOST LAKES, A CONDOMINIUM,
PHASE 1**

OFFICIAL RECORDS BOOK 3001, PAGES 3047-3164
AMENDED IN OFFICIAL RECORDS BOOK 3008, PAGES 2647-2660
AMENDED IN OFFICIAL RECORDS BOOK 3023, PAGES 3767-3769
RE-RECORDED IN OFFICIAL RECORDS BOOK 3026, PAGE 2074
AMENDED IN OFFICIAL RECORDS BOOK 3037, PAGES 407-420



SCALE: 1"=50'

N.00°20'52"E. 853.75'

N.89°39'08"W. 1091.09'

POINT OF COMMENCEMENT

S.E. CORNER OF SECTION 22-24-35

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 5, 1998

EXHIBIT "A-2"

SHEET 10 OF 2

NORTHWEST LAKES, A CONDOMINIUM

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM (PARENT PARCEL)

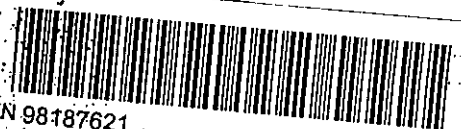
A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420, all of the Public Records of Brevard County, Florida, and the POINT OF BEGINNING of the herein described parcel; thence continue, N89°39'08"W, along the South line of said Section 22, a distance of 832.75 feet, to the Southwest corner of the Southeast one-quarter of said Section 22; thence N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 2,668.20 feet, to the Northwest corner of the Southeast one-quarter of said Section 22; thence S89°49'10"E, along the North line of the Southeast one-quarter of said Section 22, a distance of 894.08 feet, to a point on the Westerly right of way line of Interstate 95 (a variable width right of way); thence S30°00'23"E, along said Westerly right of way line, a distance of 1,551.86 feet, to the Northeast corner of said Lost Lakes, Phase 1; thence the following 12 courses along the Northerly and Westerly lines of said Lost Lakes, Phase 1: (1) N89°22'19"W, a distance of 278.46 feet; (2) N00°37'41"E, a distance of 35.00 feet; (3) N89°22'19"W, a distance of 35.00 feet; (4) S00°37'41"W, a distance of 35.00 feet; (5) N89°22'19"W, a distance of 555.00 feet; (6) S00°37'41"W, a distance of 68.05 feet, to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet and a central angle of 48°13'57"; (7) Southeasterly, along the arc of said curve to the left, a distance of 21.05 feet, to a point of intersection with a line radial to said curve; (8) S42°23'44"W, a distance of 188.18 feet; (9) S89°22'19"E, a distance of 135.50 feet; (10) S00°37'41"W, a distance of 110.00 feet; (11) S06°32'29"W, a distance of 24.13 feet; (12) S00°37'41"W, a distance of 974.78 feet, to the POINT OF BEGINNING;

TOGETHER WITH:

A parcel of land lying in the Southeast 1/4 of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being that portion of the Southeast 1/4 of said Section 22 which lies Westerly of the right of way of Interstate 95, said parcel being more fully described as follows: Commence at said Southeast corner of Southeast 1/4 of Section 22; thence N89°39'08"W along the South line of said Southeast 1/4, a distance of 331.34 feet to a point on the Westerly right of way line of Interstate 95, as shown on S.R.D. Right of Way Map, Section 70220-2402; thence continue N89°39'00"W along said South line of the Southeast 1/4 of Section 22, a distance of 760.56 feet; thence N00°20'52"E, perpendicular to said South line, a distance of 853.75 feet to the POINT OF BEGINNING of the lands herein described; thence West a distance of 234.92 feet; thence N00°37'41"E, a distance of 120.03 feet; thence S09°22'19"E, perpendicular to last described course, a distance of 1.05 feet to the point of curvature of a circular curve to the left, having a radius of 49.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°00'00", a distance of 76.97 feet to a point of tangency of said curve; thence N00°37'41"E a distance of 170.00 feet to a point of curvature of a circular curve to the right, having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet to a point of tangency of said curve; thence S89°22'19"E for a distance of 84.86 feet to a point of curvature of a circular curve to the right, having a radius of 75.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", a distance of 117.01 feet to a point of tangency of said curve; thence S00°37'41"W a distance of 286.45 feet to the POINT OF BEGINNING.

Parent Parcel Containing 66.41 acres, more or less.



CFN 98187621

OR Book/Page: 3902 / 3474

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 11 OF 27

NORTHWEST LAKES, A CONDOMINIUM

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 1

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420, all of the Public Records of Brevard County, Florida; thence the following 4 courses along the Westerly lines of said Lost Lakes, Phase 1: (1) N00°37'41"E, a distance of 974.78 feet; (2) N06°32'29"E, a distance of 24.13 feet; (3) N00°37'41"E, a distance of 110.00 feet; (4) N89°22'19"W, a distance of 135.50 feet, to the Southwest corner of Unit 178 of said Lost Lakes, Phase 1, and the POINT OF BEGINNING of the hereina described parcel; thence S60°40'28"W, a distance of 5.77 feet; thence N00°37'41"E, a distance of 156.88 feet; thence S89°22'19"E, a distance of 5.00 feet; thence N00°37'41"E, a distance of 275.00 feet; thence S89°22'19"E, a distance of 93.00 feet; thence N00°37'41"E, a distance of 18.77 feet; thence S89°22'19"E, a distance of 119.48 feet; thence S00°37'41"W, a distance of 220.72 feet, to a point on the North line of said Lost Lakes, Phase 1; thence the following 4 courses along the Northerly and Westerly lines of said Lost Lakes, Phase 1: (1) N89°22'19"W, a distance of 95.48 feet; (2) S00°37'41"W, a distance of 68.05 feet, to the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet and a central angle of 48°13'57"; (3) Southeasterly, along the arc of said curve to the left, a distance of 21.05 feet, to a point of intersection with a line radial to said curve; (4) S42°23'44"W, a distance of 188.18 feet, to the POINT OF BEGINNING; Containing 1.49 acres, more or less.

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 2

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420, all of the Public Records of Brevard County, Florida; thence N00°37'41"E, along the West line of said Lost Lakes, Phase 1, a distance of 881.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence N89°22'19"W, a distance of 618.49 feet; thence N00°37'41"E, a distance of 68.00 feet; thence N89°22'19"W, a distance of 24.00 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Northwestly, along the arc of said curve to the left, a distance of 39.27 feet (said arc subtended by a chord bearing N44°22'19"W, a distance of 35.36 feet), to a point of tangency; thence N89°22'19"W, a distance of 165.11 feet, to a point on the West line of the Southeast one-quarter of said Section 22; thence N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 327.00 feet; thence S89°22'19"E, a distance of 344.86 feet; thence S00°37'41"W, a distance of 93.00 feet; thence S89°22'19"E, a distance of 91.50 feet; thence S00°37'41"W, a distance of 4.00 feet; thence S89°22'19"E, a distance of 93.00 feet; thence S00°37'41"W, a distance of 113.00 feet; thence S89°22'19"E, a distance of 140.68 feet; thence N60°40'28"E, a distance of 34.05 feet, to the Southwest corner of Unit 178 of said Lost Lakes, Phase 1; thence the following 4 courses along the Westerly lines of said Lost Lakes, Phase 1: (1) S89°22'19"E, a distance of 135.50 feet; (2) S00°37'41"W, a distance of 110.00 feet; (3) S06°32'29"W, a distance of 24.13 feet; (4) S00°37'41"W, a distance of 93.00 feet, to the POINT OF BEGINNING; Containing 5.79 acres, more or less.



CFN-98187621

OR Book/Page: 3902 / 3475

NORTHWEST LAKES, A CONDOMINIUM

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 3

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420, all of the Public Records of Brevard County, Florida; thence the following 4 courses along the Westerly lines of said Lost Lakes, Phase 1: (1) N00°37'41"E, a distance of 974.78 feet; (2) N06°32'29"E, a distance of 24.13 feet; (3) N00°37'41"E, a distance of 110.00 feet; (4) N89°22'19"W, a distance of 135.50 feet, to the Southwest corner of Unit 178 of said Lost Lakes, Phase 1; thence S60°40'28"W, a distance of 5.77 feet; thence N00°37'41"E, a distance of 156.88 feet; thence S89°22'19"E, a distance of 5.00 feet; thence N00°37'41"E, a distance of 275.00 feet, to the POINT OF BEGINNING of the herein described parcel; thence continue, N00°37'41"E, a distance of 330.27 feet; thence S89°22'19"E, a distance of 93.00 feet; thence N00°37'41"E, a distance of 25.00 feet; thence S89°22'19"E, a distance of 24.00 feet; thence N00°37'41"E, a distance of 68.00 feet; thence S89°22'19"E, a distance of 304.26 feet; thence S30°02'06"E, a distance of 64.23 feet; thence N59°57'54"E, a distance of 24.00 feet; thence S30°02'06"E, a distance of 41.56 feet; thence N59°57'54"E, a distance of 142.82 feet, to a point on the Westerly right of way line of Interstate 95 (a variable width right of way); thence S30°00'23"E, along said Westerly right of way line, a distance of 719.74 feet, to the Northeast corner of said Lost Lakes, Phase 1; thence the following 5 courses along the Northerly lines of said Lost Lakes, Phase 1: (1) N89°22'19"W, a distance of 278.46 feet; (2) N00°37'41"E, a distance of 35.00 feet; (3) N89°22'19"W, a distance of 35.00 feet; (4) S00°37'41"W, a distance of 35.00 feet; (5) N89°22'19"W, a distance of 459.52 feet; thence N00°37'41"E, a distance of 220.72 feet; thence N89°22'19"W, a distance of 119.48 feet; thence S00°37'41"W, a distance of 18.77 feet; thence N89°22'19"W, a distance of 93.00 feet, to the POINT OF BEGINNING; Containing 9.99 acres, more or less.

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 4

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 1,825.99 feet, to the Southwest corner of Lost Lakes, A Condominium, Phase 1, according to the declaration of condominium thereof as recorded in Official Records Book 3001, Pages 3047 through 3164, amended in Official Records Book 3008, Pages 2647 through 2660, amended in Official Records Book 3023, Pages 3767 through 3769, re-recorded in Official Records Book 3026, Page 2074, and amended in Official Records Book 3037, Pages 407 through 420; all of the Public Records of Brevard County, Florida, and the POINT OF BEGINNING of the herein described parcel; thence continue, N89°39'08"W, along the South line of said Section 22, a distance of 832.75 feet, to the Southwest corner of the Southeast one-quarter of said Section 22; thence N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 978.86 feet; thence S89°22'19"E, a distance of 165.11 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Southeasterly, along the arc of said curve to the right, a distance of 39.27 feet, to a point of intersection with a line radial to said curve; thence S89°22'19"E, a distance of 24.00 feet; thence S00°37'41"W, a distance of 68.00 feet; thence S89°22'19"E, a distance of 618.49 feet, to a point on the West line of said Lost Lakes, Phase 1; thence S00°37'41"W, along the West line of said Lost Lakes, Phase 1, a distance of 881.78 feet, to the POINT OF BEGINNING; Containing 17.34 acres, more or less.



CFN 98187621

OR Book/Page: 3902 / 3476

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 13 OF 27

NORTHWEST LAKES, A CONDOMINIUM

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 5

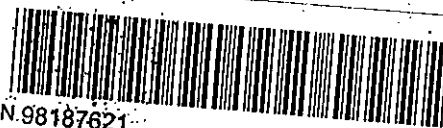
A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 331.34 feet, to a point on the Westerly right of way line of Interstate 95 (a variable width right of way); thence the following 4 courses along said Westerly right of way line: (1) N02°35'14"W, a distance of 52.99 feet; (2) N30°00'23"W, a distance of 350.00 feet; (3) N23°17'48"W, a distance of 855.86 feet; (4) N30°00'23"W, a distance of 943.05 feet, to the POINT OF BEGINNING of the herein described parcel; thence S59°57'54"W, a distance of 142.82 feet; thence N30°02'06"W, a distance of 41.56 feet; thence S59°57'54"W, a distance of 24.00 feet; thence N30°02'06"W, a distance of 64.23 feet; thence N89°22'19"W, a distance of 304.26 feet; thence S00°37'41"W, a distance of 68.00 feet; thence N89°22'19"W, a distance of 24.00 feet; thence S00°37'41"W, a distance of 25.00 feet; thence N89°22'19"W, a distance of 275.00 feet, to the point of curvature of a curve, concave Northeasterly, having a radius of 142.00 feet and a central angle of 90°00'00"; thence Northwesterly, along the arc of said curve to the right, a distance of 223.05 feet, to a point of tangency; thence N00°37'41"E, a distance of 136.00 feet, to the point of curvature of a curve, concave Southeasterly, having a radius of 142.00 feet and a central angle of 90°00'00"; thence Northeasterly, along the arc of said curve to the right, a distance of 223.05 feet, to a point of tangency; thence S89°22'19"E, a distance of 330.42 feet; thence N59°57'54"E, a distance of 91.92 feet; thence S30°02'06"E, a distance of 141.22 feet; thence N59°57'54"E, a distance of 143.01 feet, to a point on the Westerly right of way line of said Interstate 95; thence S30°00'23"E, along said Westerly right of way line, a distance of 385.00 feet, to the POINT OF BEGINNING; Containing 7.16 acres, more or less.

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 6

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 2,658.74 feet, to the Southwest corner of the Southeast one-quarter of said Section 22; thence N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 2,265.85 feet, to the POINT OF BEGINNING of the herein described parcel; thence continue, N00°38'09"E, along the Southeast one-quarter of said Section 22, a distance of 402.35 feet, to the Northwest corner of the Southeast one-quarter of said Section 22; thence S89°49'10"E, along the North line of the Southeast one-quarter of said Section 22, a distance of 894.08 feet, to a point on the Westerly right of way line of Interstate 95 (a variable width right of way); thence S30°00'23"E, along said Westerly right of way line, a distance of 447.12 feet; thence S59°57'54"W, a distance of 143.01 feet; thence N30°02'06"W, a distance of 141.22 feet; thence S59°57'54"W, a distance of 91.92 feet; thence N89°22'19"W, a distance of 330.42 feet, to the point of curvature of a curve, concave Southeasterly, having a radius of 142.00 feet and a central angle of 50°06'49"; thence Southwesterly, along the arc of said curve to the left, a distance of 124.20 feet, to a point of intersection with a non-tangent line; thence N81°08'45"W, a distance of 149.76 feet; thence N89°22'19"W, a distance of 117.00 feet; thence N00°37'41"E, a distance of 3.24 feet; thence N89°22'19"W, a distance of 143.23 feet, to the POINT OF BEGINNING; Containing 9.22 acres, more or less.



CFN.98187621

OR Book/Page: 3902 / 3477

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 14 OF 2

NORTHWEST LAKES, A CONDOMINIUM

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 7

A portion of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 22; thence N89°39'08"W, along the South line of said Section 22, a distance of 2,658.74 feet, to the Southwest corner of the Southeast one-quarter of said Section 22; thence N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 1,305.86 feet, to the POINT OF BEGINNING of the herein described parcel; thence continue, N00°38'09"E, along the West line of the Southeast one-quarter of said Section 22, a distance of 960.00 feet; thence S89°22'19"E, a distance of 143.23 feet; thence S00°37'41"W, a distance of 3.24 feet; thence S89°22'19"E, a distance of 117.00 feet; thence S81°08'45"E, a distance of 149.76 feet, to a point of intersection with a non-tangent curve, concave Easterly, having a radius of 142.00 feet and a central angle of 39°53'11"; thence Southerly, along the arc of said curve to the left, a distance of 98.85 feet (said arc subtended by a chord bearing S20°34'16"W, a distance of 96.87 feet), to a point of tangency; thence S00°37'41"W, a distance of 136.00 feet, to the point of curvature of a curve, concave Northeasterly, having a radius of 142.00 feet and a central angle of 90°00'00"; thence Southeasterly, along the arc of said curve to the left, a distance of 223.05 feet, to a point of tangency; thence S89°22'19"E, a distance of 182.00 feet; thence S00°37'41"W, a distance of 605.27 feet; thence N89°22'19"W, a distance of 5.00 feet; thence S00°37'41"W, a distance of 156.88 feet; thence S60°40'28"W, a distance of 28.28 feet; thence N89°22'19"W, a distance of 140.68 feet; thence N00°37'41"E, a distance of 113.00 feet; thence N89°22'19"W, a distance of 93.00 feet; thence N00°37'41"E, a distance of 4.00 feet; thence N89°22'19"W, a distance of 91.50 feet; thence N00°37'41"E, a distance of 93.00 feet; thence N89°22'19"W, a distance of 344.86 feet, to the POINT OF BEGINNING; Containing 13.77 acres, more or less.

DESCRIPTION: NORTHWEST LAKES, A CONDOMINIUM, PHASE 8

A parcel of land lying in the Southeast 1/4 of Section 22, Township 24 South, Range 35 East, Brevard County, Florida, being that portion of the Southeast 1/4 of said Section 22 which lies Westerly of the right of way of Interstate 95, said parcel being more fully described as follows: Commence at said Southeast corner of Southeast 1/4 of Section 22; thence N89°39'08"W along the South line of said Southeast 1/4, a distance of 331.34 feet to a point on the Westerly right of way line of Interstate 95, as shown on S.R.D. Right of Way Map, Section 70220-2402; thence continue N89°39'00"W along said South line of the Southeast 1/4 of Section 22, a distance of 760.56 feet; thence N00°20'52"E, perpendicular to said South line, a distance of 853.75 feet to the POINT OF BEGINNING of the lands herein described; thence West a distance of 234.92 feet; thence N00°37'41"E, a distance of 120.03 feet; thence S09°22'19"E, perpendicular to last described course, a distance of 1.05 feet to the point of curvature of a circular curve to the left, having a radius of 49.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°00'00", a distance of 76.97 feet to a point of tangency of said curve; thence N00°37'41"E a distance of 170.00 feet to a point of curvature of a circular curve to the right, having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet to a point of tangency of said curve; thence S89°22'19"E for a distance of 84.86 feet to a point of curvature of a circular curve to the right, having a radius of 75.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", a distance of 117.01 feet to a point of tangency of said curve; thence S00°37'41"W a distance of 286.45 feet to the POINT OF BEGINNING.



CFN 98187621

OR Book/Page: 3902 / 3478

NORTHWEST LAKES, A CONDOMINIUM

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLANS:

1. The graphic plot plans shown on Sheets 17 through 27 were prepared from an approved engineering site plan by Allen Engineering, Inc. All improvements shown are proposed.
2. Northwest Lake, A Condominium, Phase 1 shall contain 10 units.
3. Northwest Lake, A Condominium, Phase 2 shall contain 34 units.
4. Northwest Lake, A Condominium, Phase 3 shall contain 42 units.
5. Northwest Lake, A Condominium, Phase 4 shall contain 42 units.
6. Northwest Lake, A Condominium, Phase 5 shall contain 38 units.
7. Northwest Lake, A Condominium, Phase 6 shall contain 36 units.
8. Northwest Lake, A Condominium, Phase 7 shall contain 48 units.
9. Northwest Lake, A Condominium, Phase 8 shall contain the Club House building, swimming pool, tennis courts, shuffleboard courts and parking.
10. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.
11. There is a 10 foot wide Public Utility Easement across the front of all units.
12. There is a 5 foot wide Public Utility Easement along the side of all units.
13. There is a 5 foot wide Public Utility Easement across the back of all units which abut another unit along the rear.

SURVEYOR'S NOTES CONCERNING THE SKETCHES OF SURVEY:

1. The bearings shown are based on an assumed bearing of N89°39'08"W along the South line of Section 22, Township 24 South, Range 35 East.
2. Site improvements including but not limited to underground utilities, driveways and foundations, were not located by this survey.
3. There may be additional easements, restrictions and/or rights of way of record not shown on the sketch.
4. See sheets 3 through 10 for boundary information.
5. ● Denotes a set 5/8" iron rod with a plastic cap stamped "ALLEN ENG LB 266," unless noted otherwise.
6. All descriptions by surveyor.



CFN:98187621

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SURVEYOR'S CERTIFICATION:

I hereby certify to the best of my knowledge and belief the sketches of survey shown on Sheets 3 through 10 are an accurate representation of surveys made under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, Pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature
and the original raised seal of a
Florida licensed surveyor and mapper.

ALLEN ENGINEERING, INC.

BY: _____
ROBERT M. SALMON
Professional Surveyor & Mapper
Florida Registration No. 4262

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 16 OF 27

NORTHWEST LAKES, A CONDOMINIUM
PHASE 1

GRAPHIC PLOT PLAN



SCALE: 1"=50'

LINE TABLE

LINE	LENGTH	BEARING
L1	5.77	S60°40'28"W
L2	5.00	S89°22'19"E
L3	18.77	N00°37'41"E

PHASE 7

N00°37'41"E 275.00'

S89°22'19"E 93.00'

S89°22'19"E 119.48'

PHASE 3

S00°37'41"W 220.72'



CFN 98187621
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LOST LAKES, A CONDOMINIUM,
PHASE 1

CURVE		RADIUS		DELTA		LENGTH		CHORD		CHORD BEARING	
C1		25.00		48°13'57"		21.05		20.43		S23°29'18"E	
C2		49.00		42°22'33"		36.24		35.42		S26°25'00"E	
C3		49.00		05°51'24"		5.01		5.01		S02°18'01"E	

PHASE 2

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

NORTHWEST LAKES, A CONDOMINIUM PHASE 2

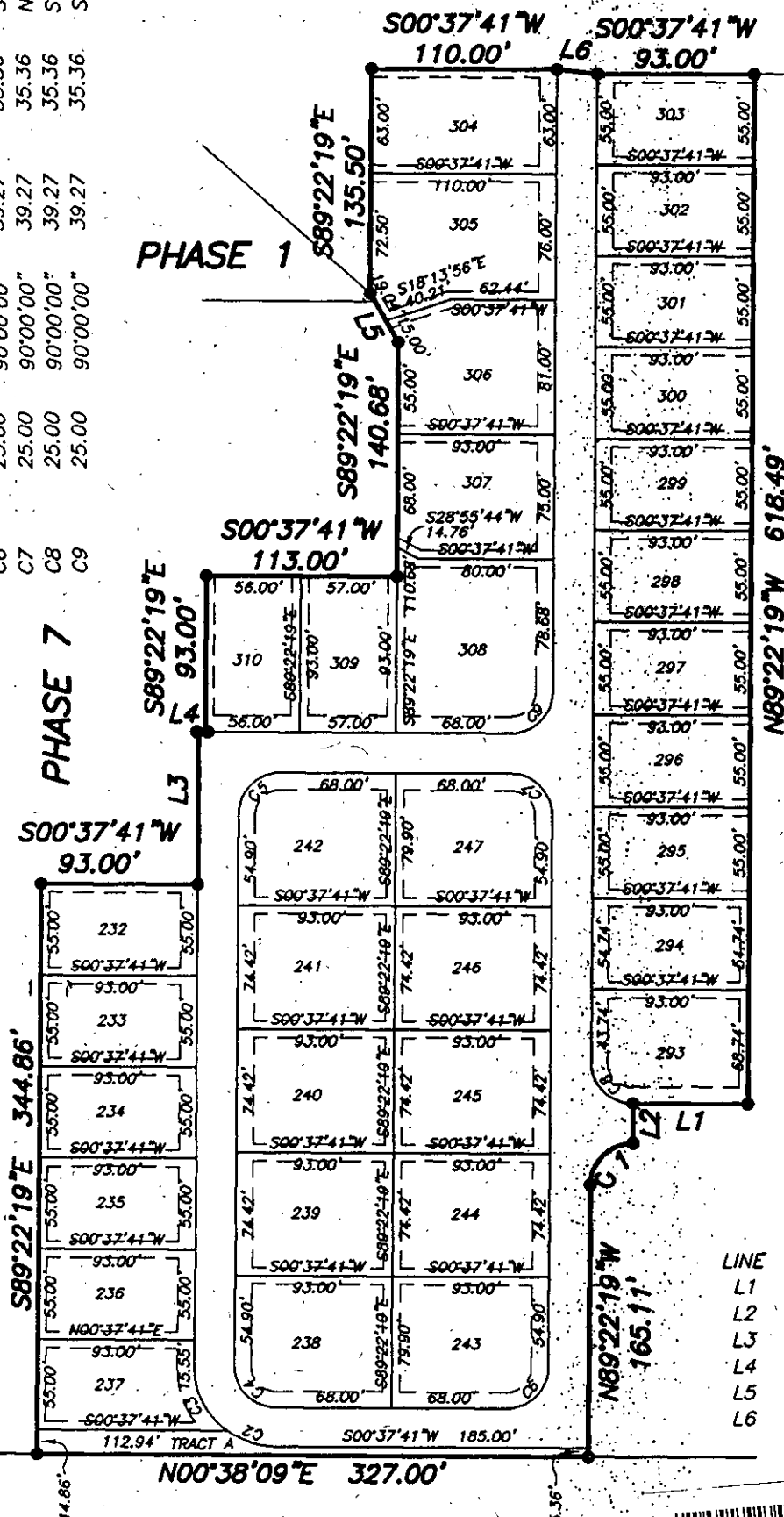
GRAPHIC PLOT PLAN



SCALE: 1"=100'

LOST LAKES, A CONDOMINIUM, PHASE 1

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C2	49.00	36°22'51"	31.11	30.59	S18°49'06"W
C3	49.00	53°37'09"	45.86	44.20	S63°49'06"W
C4	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C5	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C6	25.00	90°00'00"	39.27	35.36	S44°22'19"E
C7	25.00	90°00'00"	39.27	35.36	N45°37'41"E
C8	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C9	25.00	90°00'00"	39.27	35.36	S44°22'19"E



LINE	BEARING	LENGTH
L1	N00°37'41"E	68.00
L2	N89°22'19"W	24.00
L3	S89°22'19"E	91.50
L4	S00°37'41"W	4.00
L5	S60°40'28"W	34.05
L6	S06°32'29"W	24.13

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

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3902 / 3481

SHEET 18 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 3 GRAPHIC PLOT PLAN



SCALE: 1"=100'

INTERSTATE 95
(VARIABLE WIDTH RIGHT OF WAY)

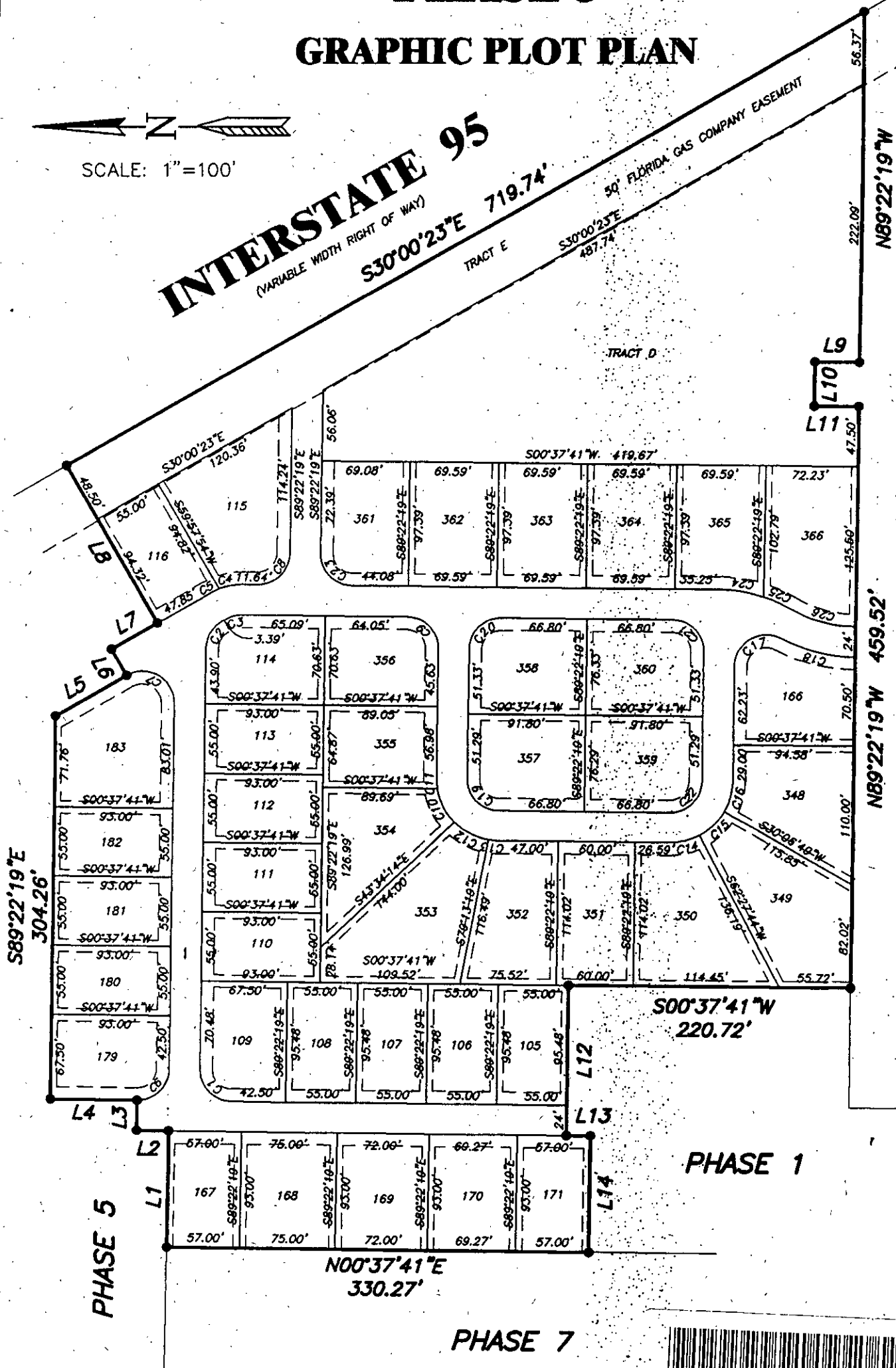
53°00'23"E 719.74'
TRACT E

50' FLORIDA GAS COMPANY EASEMENT
53°00'23"E 487.74'

N89°22'19"W 278.46'

PHASE 1

LOST LAKES, A CONDOMINIUM.



CFN 98187621

OR Book/Page: 3902 / 3482

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 19 OF 27

GRAPHIC PLOT PLAN



SCALE: 1"=100'

SEE SHEET 21 OF 27



CFN 98187621
OR Book/Page:

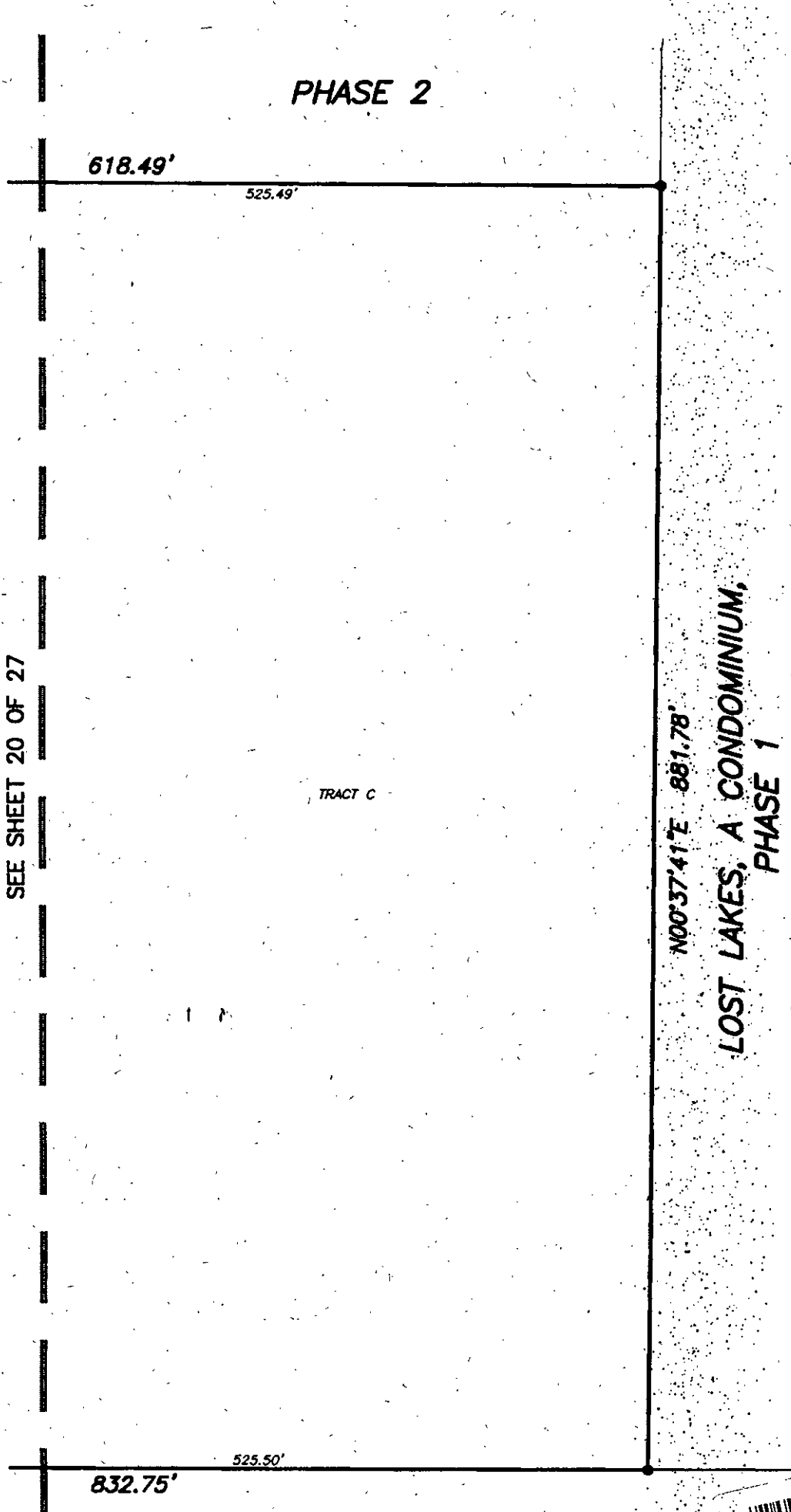
UR Book/Page: 3902 / 3483

EXHIBIT "A-2"

SHEET 20 OF 27

NORTHWEST LAKES, A CONDOMINIUM
PHASE 4

GRAPHIC PLOT PLAN



SCALE: 1"=100'

LINE	LINE TABLE BEARING	LENGTH
L1	N89°22'19"W	165.11
L2	N89°22'19"W	24.00
L3	N00°37'41"E	68.00

LOST LAKES, A CONDOMINIUM,
PHASE 1

CURVE	RADIUS	DELTA	CURVE TABLE LENGTH	CHORD	CHORD BEARING
C1	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C2	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C3	25.00	90°00'00"	39.27	35.36	S44°22'19"E
C4	25.00	90°00'00"	39.27	35.36	N45°37'41"E
C5	49.00	45°35'05"	38.98	37.96	N23°25'13"E
C6	49.00	44°24'55"	37.98	37.04	N68°25'13"E
C7	49.00	90°00'00"	76.97	69.30	S44°22'19"E

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"



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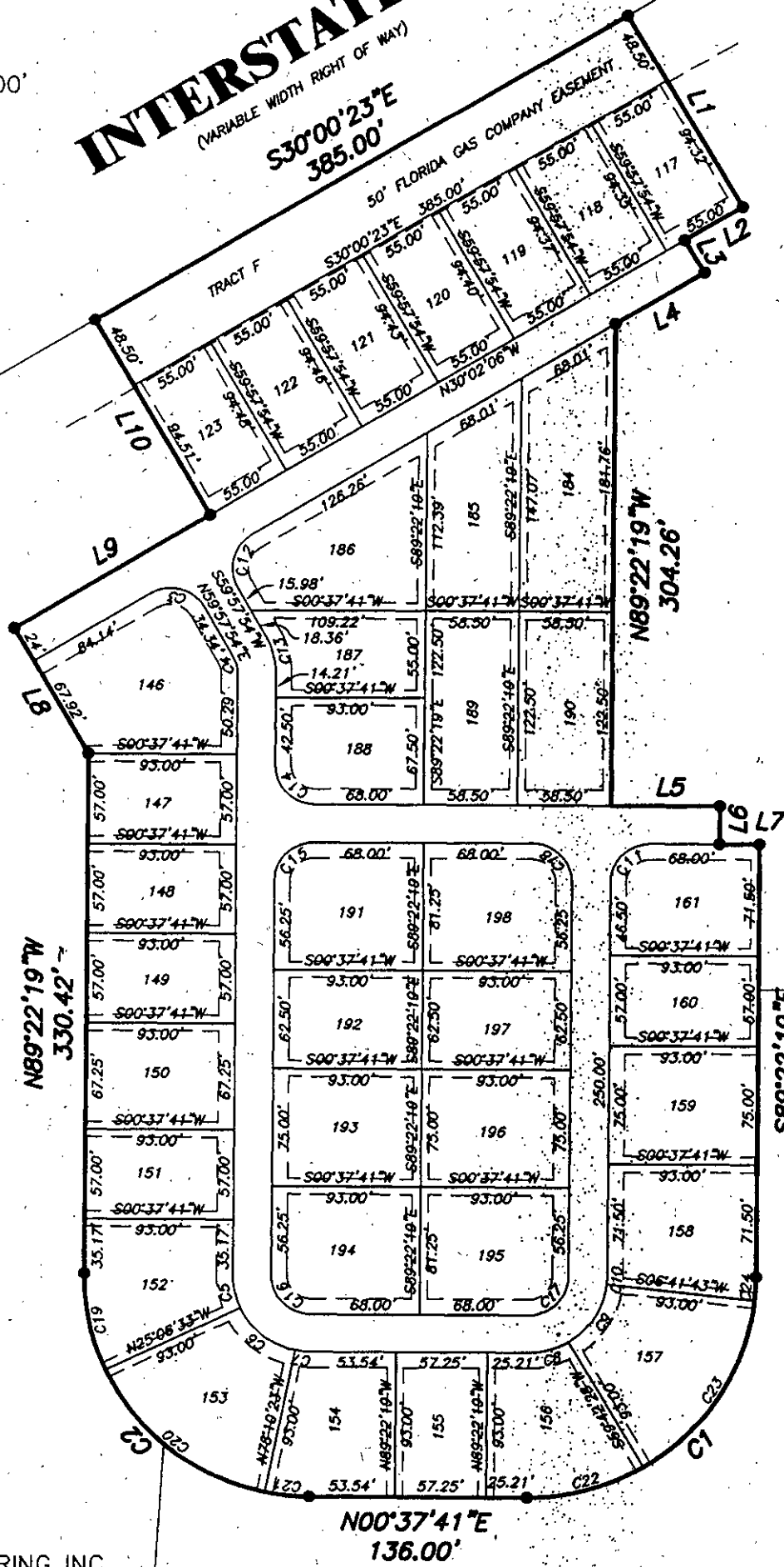
NORTHWEST LAKES, A CONDOMINIUM PHASE 5

GRAPHIC PLOT PLAN



SCALE: 1"=100'

INTERSTATE 95
(VARIABLE WIDTH RIGHT OF WAY)



CFN 98187621
OR Book/Page: 3902 / 3485

PHASE 6

PHASE 3

PHASE 7

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 22 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 5

GRAPHIC PLOT PLAN

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	142.00	90°00'00"	223.05	200.82	S44°22'19"E
C2	142.00	90°00'00"	223.05	200.82	S45°37'41"W
C3	25.00	90°00'00"	39.27	35.36	N14°57'54"E
C4	25.00	30°39'47"	13.38	13.22	N75°17'48"E
C5	49.00	25°44'14"	22.01	21.83	S77°45'34"W
C6	49.00	53°03'50"	45.38	43.78	S38°21'32"W
C7	49.00	11°11'56"	9.58	9.56	S06°13'39"W
C8	49.00	30°55'13"	26.44	26.12	S14°49'56"E
C9	49.00	53°00'45"	45.34	43.74	S56°47'55"E
C10	49.00	06°04'02"	5.19	5.19	S86°20'18"E
C11	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C12	25.00	90°00'00"	39.27	35.36	N75°02'06"W
C13	49.00	30°39'47"	26.22	25.91	N75°17'48"E
C14	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C15	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C16	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C17	25.00	90°00'00"	39.27	35.36	S44°22'19"E
C18	25.00	90°00'00"	39.27	35.36	N45°37'41"E
C19	142.00	25°44'14"	63.79	63.25	S77°45'34"W
C20	142.00	53°03'50"	131.51	126.86	S38°21'32"W
C21	142.00	11°11'56"	27.76	27.71	S06°13'39"W
C22	142.00	30°55'13"	76.63	75.71	S14°49'56"E
C23	142.00	53°00'45"	131.38	126.75	S56°47'55"E
C24	142.00	06°04'02"	15.04	15.03	S86°20'18"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°57'54"E	142.82
L2	S30°02'06"E	41.56
L3	N59°57'54"E	24.00
L4	S30°02'06"E	64.23
L5	N00°37'41"E	68.00
L6	S89°22'19"E	24.00
L7	N00°37'41"E	25.00
L8	N59°57'54"E	91.92
L9	S30°02'06"E	141.22
L10	N59°57'54"E	143.01



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OR Book/Page: 3902 / 3486

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 23 OF 27

NORTHWEST LAKES, A CONDOMINIUM
PHASE 6
GRAPHIC PLOT PLAN



SCALE: 1"=100'

CURVE TABLE			CHORD		CHORD BEARING	
CURVE	RADIUS	DELTA	LENGTH			
C1	142.00	50°06'49"	124.20	120.28	S65°34'17"W	
C2	49.00	49°01'03"	41.92	40.65	N54°32'37"W	
C3	49.00	10°19'10"	8.83	8.81	N84°12'44"W	
C4	25.00	26°03'20"	11.37	11.27	N76°20'39"W	
C5	25.00	33°16'53"	14.52	14.32	N46°40'32"W	
C6	49.00	44°57'40"	38.45	37.47	S68°08'51"W	
C7	49.00	33°54'42"	29.00	28.58	S28°42'40"W	
C8	49.00	11°07'37"	9.52	9.50	S06°11'30"W	
C9	25.00	90°00'00"	39.27	35.36	S45°37'41"W	



CFN 98187621

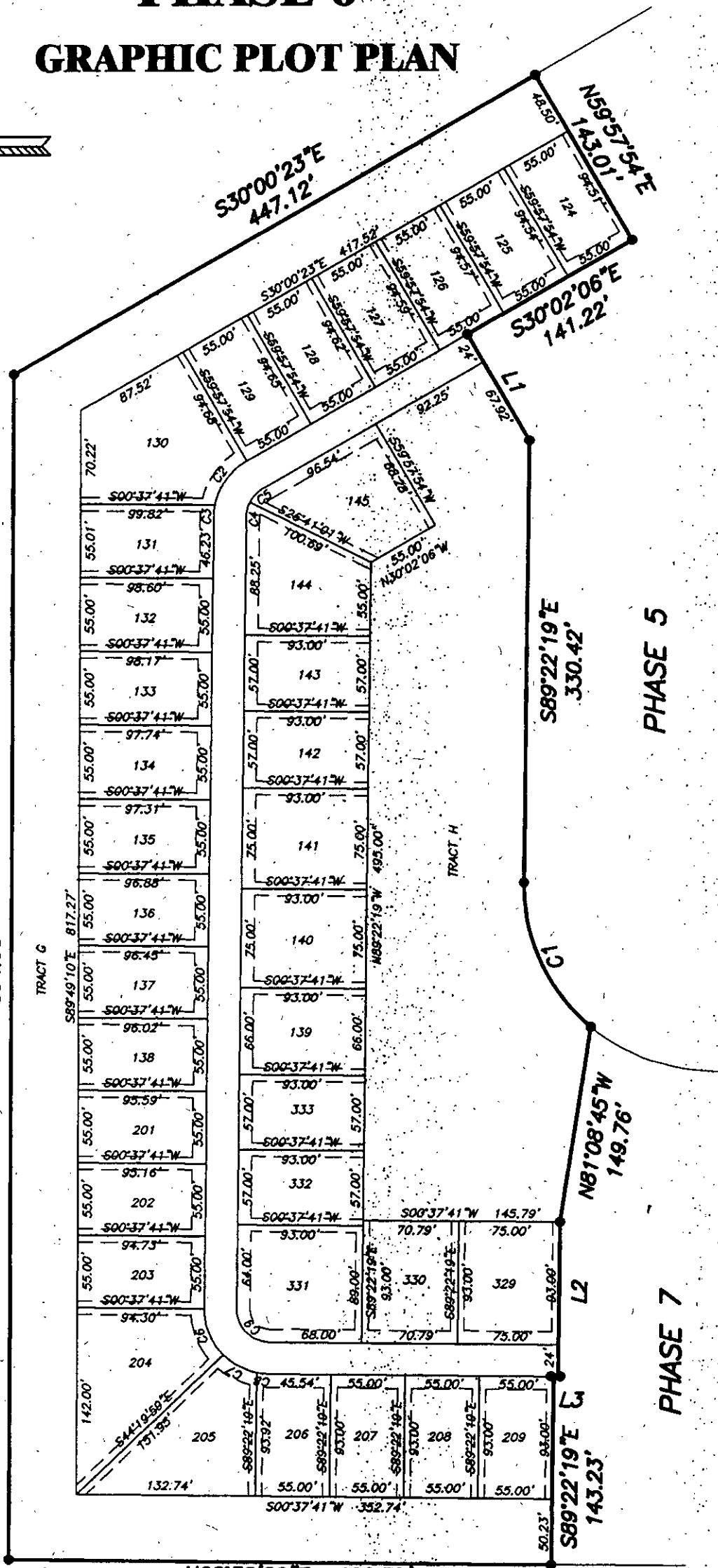
OR Book/Page:

3902 / 3487

S89°49'10"E
894.08'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°57'54"E	91.92
L2	N89°22'19"W	117.00
L3	S00°37'41"W	3.24

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998



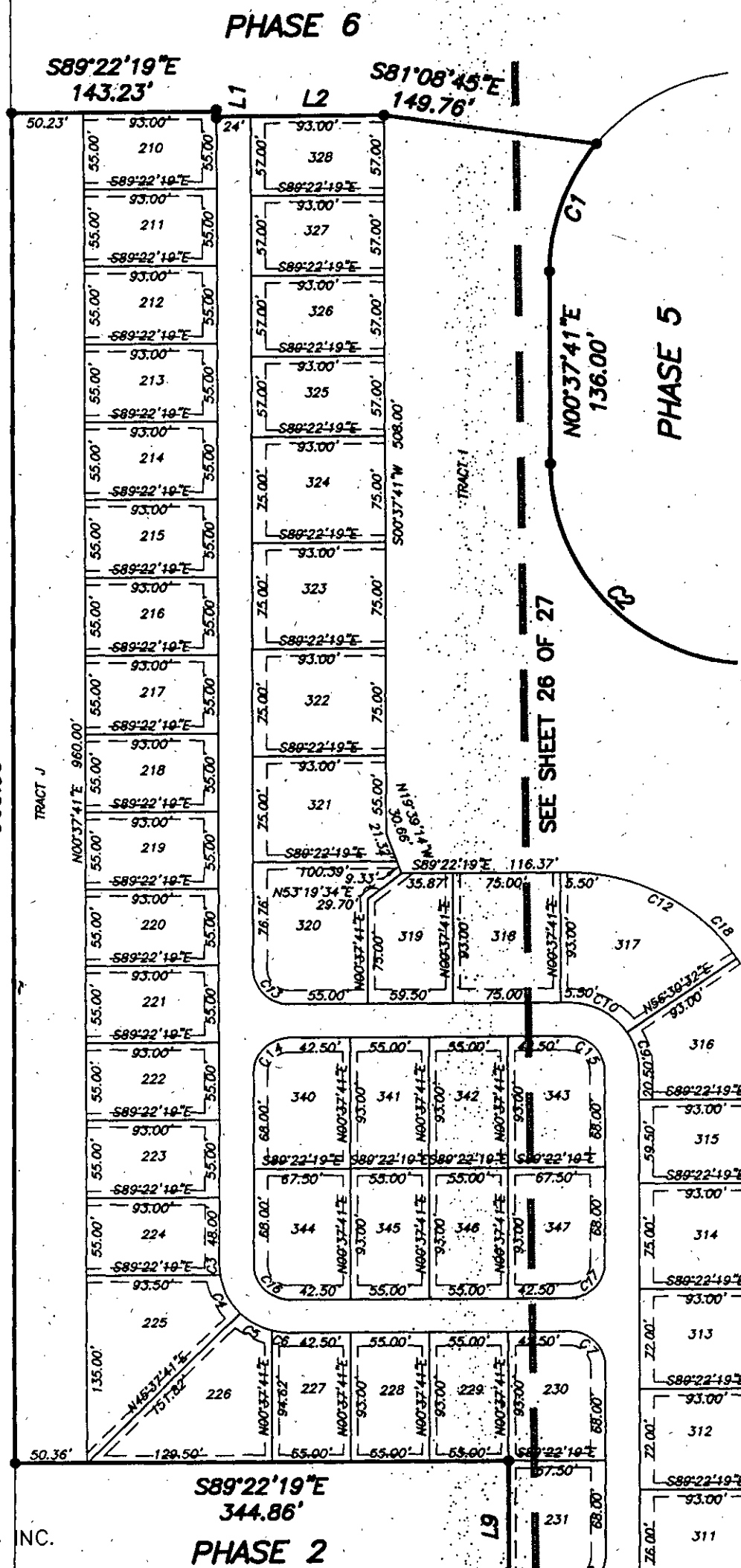
N00°38'09"E 402.35'
EXHIBIT "A-2"

NORTHWEST LAKES, A CONDOMINIUM PHASE 7

GRAPHIC PLOT PLAN



SCALE: 1"=100'



ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

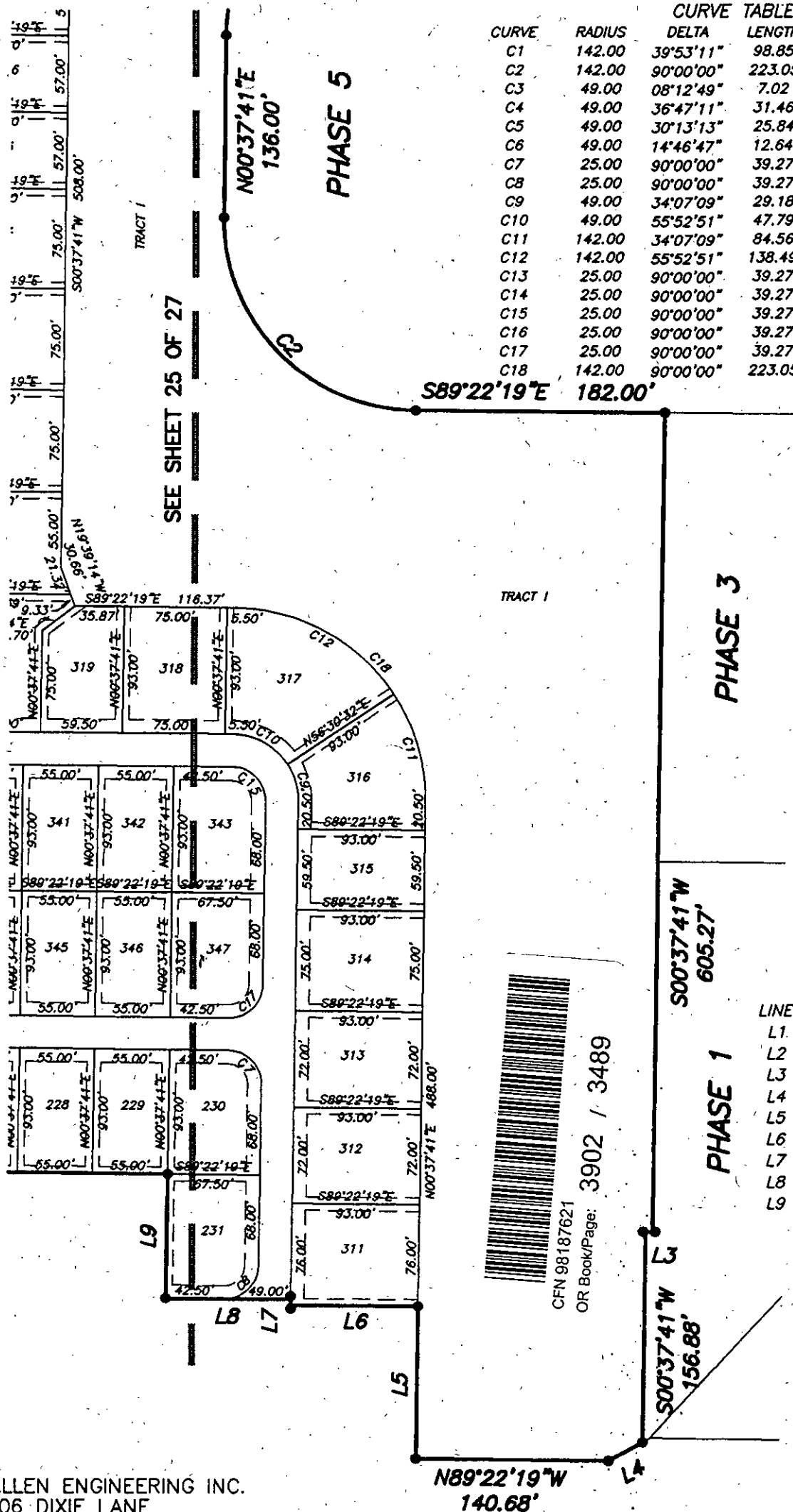
PHASE 2

EXHIBIT "A-2"

SHEET 25 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 7

GRAPHIC PLOT PLAN



CURVE	RADIUS	CURVE TABLE		CHORD	CHORD BEARING
		DELTA	LENGTH		
C1	142.00	39°53'11"	98.85	96.87	S20°34'16"W
C2	142.00	90°00'00"	223.05	200.82	S44°22'19"E
C3	49.00	08°12'49"	7.02	7.02	S03°28'44"E
C4	49.00	36°47'11"	31.46	30.92	S25°58'44"E
C5	49.00	30°13'13"	25.84	25.55	S59°28'56"E
C6	49.00	14°46'47"	12.64	12.60	S81°58'56"E
C7	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C8	25.00	90°00'00"	39.27	35.36	N45°37'41"E
C9	49.00	34°07'09"	29.18	28.75	N16°25'53"W
C10	49.00	55°52'51"	47.79	45.92	N61°25'53"W
C11	142.00	34°07'09"	84.56	83.32	N16°25'53"W
C12	142.00	55°52'51"	138.49	133.07	N61°25'53"W
C13	25.00	90°00'00"	39.27	35.36	S44°22'19"E
C14	25.00	90°00'00"	39.27	35.36	S45°37'41"W
C15	25.00	90°00'00"	39.27	35.36	N44°22'19"W
C16	25.00	90°00'00"	39.27	35.36	S44°22'19"E
C17	25.00	90°00'00"	39.27	35.36	N45°37'41"E
C18	142.00	90°00'00"	223.05	200.82	N44°22'19"W



SCALE: 1"=100'

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°37'41"W	3.24
L2	N89°22'19"W	117.00
L3	N89°22'19"W	5.00
L4	S60°40'28"W	28.28
L5	S00°37'41"W	113.00
L6	S89°22'19"E	93.00
L7	S00°37'41"W	4.00
L8	S89°22'19"E	91.50
L9	S00°37'41"W	93.00

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
MAY 15, 1998

EXHIBIT "A-2"

SHEET 26 OF 27

NORTHWEST LAKES, A CONDOMINIUM PHASE 8

GRAPHIC PLOT PLAN

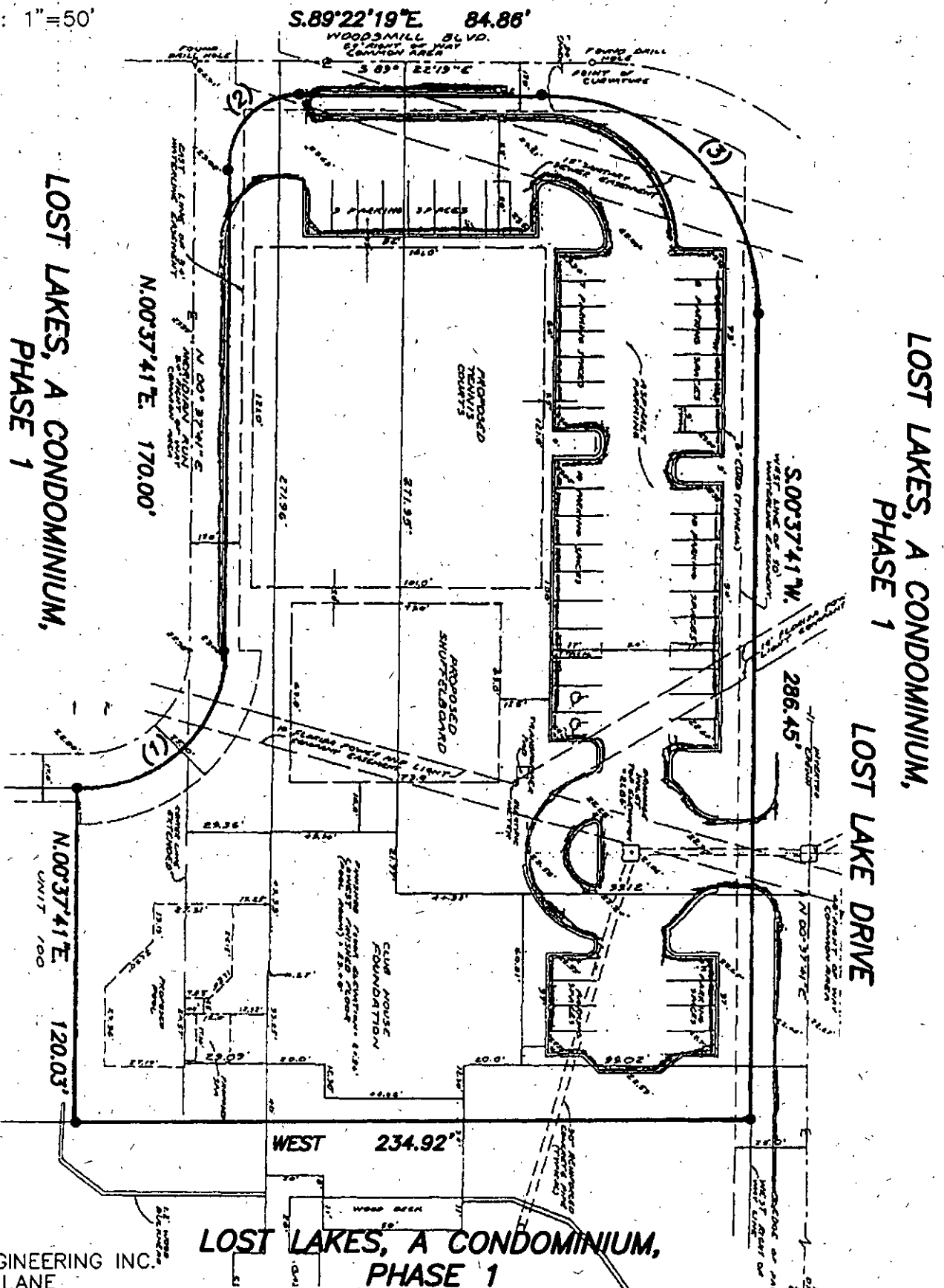


CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	49.00'	90°00'00"	76.97'	49.00'	69.30'	S.45°37'41"W.
2	25.00'	90°00'00"	39.27'	25.00'	35.36'	N.45°37'41"E.
3	75.00'	90°00'00"	117.81'	75.00'	106.07'	S.44°22'19"E.

LOST LAKES, A CONDOMINIUM, PHASE 1

SCALE: 1"=50'



LOST LAKES, A CONDOMINIUM, PHASE 1

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 5, 1998

EXHIBIT "A-2"

SHEET 27 OF 27

CFN 98187621
OR Book/Page: 3902 / 3490



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on May 27, 1998, as shown by the records of this office.

The document number of this corporation is N98000003019.



CFN 98187621

OR Book/Page: 3902 / 3491



CR2EO22 (2-95)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-seventh day of May, 1998

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-for-profit)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAY 27 PM 2:30

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not-for-profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL
PLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC. Its principal office and place of business shall be at 140 Lost Lakes Drive, Cocoa, Florida 32926. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for NORTHWEST LAKES, a Condominium, located in Brevard County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act, now or hereafter in effect, and all power and duties reasonably necessary to administer, govern and maintain the condominium pursuant to the Declaration of Condominium



as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used to pay:

(1) the cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and

(2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium; to the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended for the aforesaid purposes or, upon any termination of the condominium, the unexpended

portion shall be added to the common surplus for disbursement to the unit owners.

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the common elements.
- (d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve condominium property further and, after casualty, to reconstruct improvements.
- (f) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the regulations for the use of the property of the condominium.
- (g) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of common elements with funds as shall be available by the Association for such purposes.



The Association and its officers, shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (h) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.
- (i) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- (j) To encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including but not limited to the common elements of the condominium.
- (k) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the



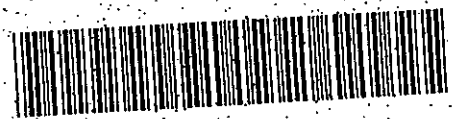
requirements of the law of the State of Florida with regard to maintenance of records.

- (l) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- (m) To employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- (n) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not-for-profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.
- (o) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owners by the Association not inconsistent with the Declaration of Condominium.
- (p) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-009-



0333 ME requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Condominium which relate to the surface water or stormwater management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water stormwater management system.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that he or such firm or corporation so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.



**ARTICLE III - QUALIFICATION OF
MEMBERS AND THE MANNER OF THEIR ADMISSION**

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of the Declaration of Condominium, each owner of a unit shall be entitled to membership in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a condominium unit shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership or trust.

Section 3. Membership shall not be transferable, except as provided herein or in any Declaration of Condominium naming this Association as the association thereunder. The membership of any unit owner shall terminate upon the termination of the condominium, or upon transfer of ownership in the unit, provided the transfer is accomplished in accordance with the provisions of the Declaration of condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments or assessment installments. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon recognize termination of the transferor's membership, and recognize the member of the transferee.



ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAMES AND RESIDENCES OF THE SUBSCRIBERS

The names and addresses of the subscribers of these Articles are as follows:

<u>Name</u>	<u>Residence Address</u>
John L. Soileau	3320 Horse Trail Court Merritt Island, FL 32953

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a President, a Secretary, a Treasurer, and any assistants to such officers or other officers as the Board of Directors may deem appropriate from time to time.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Gerald Duke, Jr.	President	
John Maire	Vice-president	
David Newton	Secretary/Treasurer	

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors initially consisting of three (3) members. Thereafter, the Board may be comprised of not less than three (3) nor more than seven (7) persons.

Section 2. The names of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Term</u>
Gerald Duke	One (1) year
John Maire	One (1) year
David Newton	One (1) year

Section 3. At the expiration of the term of such initial Director, his or her successor shall be elected by the members of the Association to serve for a term of one (1) year, or designated by the Developer, Lost Lakes Holding Co., Inc., as provided in 718.301, Florida Statutes. A Director shall hold office until his or her successor has been elected and qualified. The voting interests of the Association may establish, by majority vote, two year alternating terms for members of the Board of Directors. By such vote the members shall also establish the method by which the alternating terms shall be initiated. By a vote of a majority of all of the voting interests, the members may modify the number of members which the Board of Directors shall have.

Section 4. Directors (other than a Developer designee) may be removed with or without cause, by a majority vote of the



membership at any annual meeting or any special meeting duly called therefor with or without cause by the vote or agreement in writing by a majority of all the voting interests in the manner provided by Section 718.112 (2) (k), Florida Statutes.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting. If after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly-called meeting. Subject to the provisions of 718.301, Florida Statutes, only the Developer may vote to fill a vacancy on the Board previously occupied by a member elected or appointed by the Developer. Only unit owners other than the Developer may vote to fill a vacancy on the Board previously occupied by a member elected by unit owners other than the Developer.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon written notice by telegram, facsimile personal delivery or by United States mail to each Director sent at least two (2) days prior to the date of the meeting. Notice for emergency special meetings shall be as provided in the Condominium Act, as amended.



Section 7. Notwithstanding anything to the contrary herein, the provisions of Section 718.301, Florida Statutes shall control regarding turnover of control of the Association.

ARTICLE VIII - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interest of the Developer of the condominium or the mortgagees of any condominium property or unit without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed to the membership of the Association in writing. A two-thirds (2/3) affirmative vote of the total voting interests of the Association, as of the date of the vote, shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium



Act or the Declaration of Condominium of the condominium governed by this Association. No amendment of these Articles affecting any right or interest of the Developer shall be effective without the written consent of the Developer.

ARTICLE X - VOTING

Section 1. Each member in good standing shall be entitled to one vote. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If a voting designation is not filed with the Secretary prior to the commencement of the meeting at which the vote may be exercised, the unit shall not be voted. A voting designation may be drawn to apply to a specific meeting, or to any and all meetings until revoked by the owner or owners of the unit.

Section 2. Votes may be cast either in person or by proxy. No power of attorney may be used for purposes of voting. All proxies and voting trust agreements must be in writing and filed with the Secretary before the commencement of each meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof.

Section 3. All members of the Association shall be entitled to vote upon matters requiring their vote under the Declaration, Articles, Bylaws or the Condominium Act, as amended.

Section 4. A membership shall be deemed in "good standing" upon evidence of ownership of a condominium unit and membership shall pass as an appurtenance thereto.



ARTICLE XI - ADDITIONAL PROVISIONS

Section 1. No officer, Director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium naming this Association as the association thereunder.

Section 2. The Association shall not be operated for profit, and no dividend shall be paid. The Association may pay compensation in a reasonable amount to its members, Directors or officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he or she may become involved, by reason of his or her being, or having been, a member of the Board of Directors or officer of the Association,



except in such cases wherein the director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his or her duties, whether or not he or she is a member of the Board of Directors or officer at the time such expenses are incurred.

ARTICLE XII - SEVERABILITY

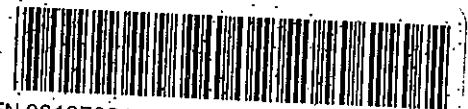
Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XIII - APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48, 091, Florida Statutes, John L. Soileau of Watson, Soileau, DeLeo & Burgett, P.A., 1970 Michigan Ave., Bldg. C, Cocoa, FL 32922, is appointed agent for service of process upon the Association.

ARTICLE XIV - DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.



IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 26th day of MAY, 1998.

John L. Soileau, Subscriber (SEAL)

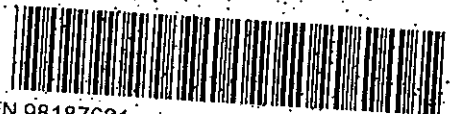
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared John L. Soileau, to me known to be the person described as subscriber in, and who executed the foregoing Articles of Incorporation, as his own free act and deed.

WITNESS my hand and official seal at Cocoa, Florida, this 26th day of may, 1998.

Amy J. Paroline
Notary Public

My commission expires:



CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAY 27 PM 2:30

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

John L. Soileau, Esq.
Watson, Soileau, DeLeo & Burgett, P.A.
1970 Michigan Ave., Bldg. C
Cocoa, FL 32922

SIGNATURE: _____

John L. Soileau, authorized agent

TITLE: _____

Authorized agent

DATE: _____

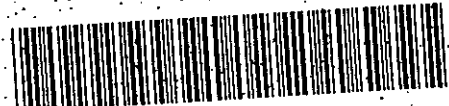
May 26, 1998

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES, RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE: _____

DATE: _____

May 26, 1998





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BYLAWS
OF
NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-for-Profit)

ARTICLE I - GENERAL

Section 1 - Name and Address. The name, address and term of existence of the Association shall be set forth in the Articles of Incorporation.

Section 2 - Powers. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation. The officers of the Association shall be managed and operated by the Board of Directors.

Section 3 - Members. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1 - Meetings. All annual and special meetings of the Association shall be held at such place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meeting.

Section 2 - Annual Meetings. Annual meetings of the members of the Association shall be held during the first 15 days of January of each year at a date, time and place fixed by the Board of Directors. Notice of the meeting, which shall include an agenda, shall be mailed to each member not less than fourteen (14) days prior thereto, pursuant to the requirements of the Condominium Act, as amended. In addition to such written notice, the Secretary shall conspicuously post notice of the annual meeting on the

condominium property for fourteen (14) continuous days preceding the meeting, as required by the Condominium Act, as amended.

Section 3 - Social Meetings. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or any Declaration of Condominium naming this Association as the association thereunder, may be called by the President, Secretary, or a majority of the Board of Directors.

Section 4 - Special Meeting Business. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of persons present holding two-thirds (2/3) of the votes. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or the Board of Directors, not less than fourteen (14) days before the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Notice deposited in the mail, postage prepaid, and addressed to the members' last known address according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

Section 5 - Proof of Notice. The officer of the Association giving notice shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the Association meeting was provided to each owner at the last address furnished to the Association pursuant to the requirements of the Condominium Act, as amended.



Section 6 - Quorum. Persons present in person or by proxy entitled to cast at least fifty percent (50%) of the votes of the Association shall constitute a quorum.

Section 7 - Majority Vote. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different minimum vote for approval is required, in which case the express provision shall govern and control.

Section 8 - Proxies. Unit owners may vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it. A general power of attorney shall not be used as a proxy or for voting on behalf of a unit owner.

Section 9 - Voting Certificates. When a unit has more than one owner or is owned by a corporation, partnership or other artificial entity, the record owners of the unit shall designate in writing one owner, or in the case of a corporation or other entity an officer of the owner, who shall be authorized to vote and represent the unit. Any record owner of a unit shall be eligible to serve as an officer or director of the Association whether



designated as the unit representative on the voting certificate or not.

Section 10 - Order of Business. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number and Term. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2 - Annual Meeting. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 3 - Regular Meetings. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board. Notice of regular and special meetings of the Board shall be given to each Director in the manner provided under the Condominium Act, as amended. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semiannual meetings. All meetings of the Board shall be open to the members of the Association, who shall be given conspicuously posted notice forty-eight (48) continuous hours in advance thereof except in an emergency.

Section 4 - Quorum. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the



transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Declaration or Articles of Incorporation.

Section 5 - Order of Business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each member of the Board by the President, Secretary or other officer.

Section 6 - Powers and Duties. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised solely by the members of the Association.

Section 7 - Power to Convey Common Elements. The Board of Directors, on behalf of the Association, shall have the power to convey a portion or portions of the common elements to a condemning authority for purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 8 - Bonding. All persons who control or disburse funds of the Association shall be bonded pursuant to the provisions of the Condominium Act.

Section 9 - Recall. A member of the Board (other than Developer designee) may be recalled at any time, with or without



cause, by the members of the Association in the manner provided by the Condominium Act.

ARTICLE IV - OFFICERS

Section 1 - Officers. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2 - President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and the Board of Directors. The President shall have the general powers and duties usually vested in the office of President, including, but not limited to, the power to appoint committees from among the members or Directors from time to time as deemed appropriate to assist in the conduct of the affairs of the Association, and to reconstitute and disband same. The President shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3 - Vice-President. The Vice-President or Vice Presidents shall be vested with all of the powers required to perform all the duties of the President in the President's absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the



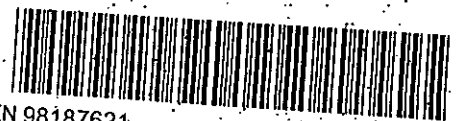
Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 4 - Secretary. The Secretary shall keep, or cause to be kept, the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5 - Treasurer. The Treasurer shall have responsibility for all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep, or cause to be kept, the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

Section 6 - Other Officers. The Board of Directors may create and appoint such other and additional officers as they shall, from time to time, deem necessary and appropriate to assist with the affairs of the Association.

Section 7 - Removal of Officers. Any officer may be removed at any time, with or without cause, upon a favorable vote of a majority of the full Board of Directors.



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**ARTICLE V - MANNER OF COLLECTING FROM THE
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES**

The Association shall collect from the unit owners their respective shares of the common expense in accordance with procedure prescribed in the Declaration of Condominium and the applicable provisions of Chapter 718, Florida Statutes.

ARTICLE VI - AUTHORITY OF DIRECTORS

Section 1 - Rules and Regulations. The Board of Directors is authorized to adopt or to amend rules and regulations and statements of policy, not inconsistent with the Declaration of Condominium and the Articles of Incorporation of the Corporation, governing the manner of use of the units and appurtenances, the common elements, and all the facilities owned or controlled by the Association.

Section 2 - Inspection of Records. The Association shall maintain accounting records, current copies of the Declaration of Condominium, the Articles of Incorporation, Bylaws, rules and regulations, and other documents, books, records and financial information for the condominium. All accounting records shall be maintained in accordance with good accounting practices. All such records and documents shall be open to inspection by unit owners or their authorized representatives or by the holders, insurers or guarantors of any first mortgage at all reasonable times.

Section 3 - Audited Financial Statement. Financial reporting shall satisfy the minimum requirements of the Condominium Act as amended. In addition, the Board of Directors, upon request of the holders of first mortgages on fifty-one percent (51%) or more of the units, shall provide an audited financial statement to

said mortgagees. The expense for said statement shall be borne by the said mortgagees and shall be furnished by the Board of Directors within a reasonable time following such request.

ARTICLE VII - ARBITRATION

In the event of any "dispute" as defined in the Condominium Act, the parties to such dispute shall submit said dispute to mandatory non-binding arbitration in accordance with the procedures established by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

ARTICLE VIII - AMENDMENT

Amendments to the Bylaws shall be proposed to the membership of the Association in writing. An affirmative vote of two-thirds (2/3) of the entire membership shall be necessary to amend the Bylaws. No amendment affecting the right or interest of the Developer shall be effective without the written consent of the Developer.

ARTICLE IX - ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget shall be adopted by the Board of Directors at the organizational meeting of the Board of Directors following the annual members meeting. By resolution adopted by not less than two-thirds (2/3) of the members of the Board of Directors, the Board of Directors may change the fiscal year for the Association and may change the date of the meeting at which the Board of Directors shall adopt the budget.

Section 2 - Reserves. In addition to actual operating expenses, the budget shall include reserve accounts for capital

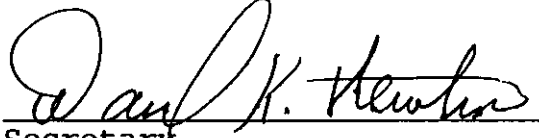


expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated replacement cost of such reserve item. The Association may establish an alternative policy with regard to reserves, provided that the Association shall have first complied with the requirements of Chapter 718, Florida Statutes, governing the same.

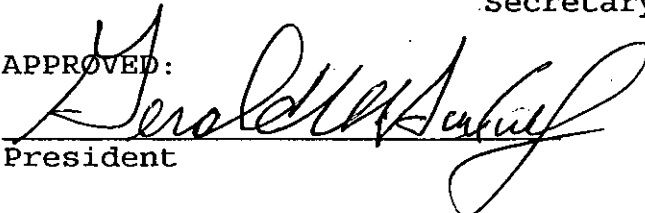
ARTICLE X - SEVERABILITY

If any paragraph, sentence, clause or portion thereof or any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof. In the event of any conflict herein with a provision of the Declaration or Condominium Act, the Declaration or Condominium Act shall prevail.

The foregoing were adopted as the Bylaws of NORTHWEST LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors.


Secretary

APPROVED:


President



CFN 98187621

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Prepared by, record, and return to:

John L. Soileau, Esq.
1970 Michigan Avenue
Cocoa, FL 32923

**JOINDER IN AND CONSENT BY MORTGAGEE TO
DECLARATION OF CONDOMINIUM**

The undersigned mortgagee ("Mortgagee"), now the owner and holder of a mortgage executed by Lost Lakes Holding Co., Inc. and Saturn Sales, Inc., dated September 1, 1997, and recorded in Official Records Book 3764, Page 1822, Public Records of Brevard County, Florida, which mortgage encumbers the lands described in said mortgage, hereby consents to and joins in the Declaration of Condominium of Northwest Lakes, a Condominium, recorded in Official Records Book 3902, Page 3425, Public Records of Brevard County, Florida.

Witness the Mortgagee's hand and seal on the date set forth below.

Date: 9-17-98

Kenneth W. Elliott
KENNETH W. ELLIOTT

Address: 493 Shady Dr
Orangethorpe, MO 65616

Date: 9-17-98

Jacqueline Elliott
JACQUELINE ELLIOTT

Address: 493 Shady Dr
Orangethorpe, MO 65616

STATE OF FLORIDA)
COUNTY OF Polk)

BEFORE ME, on the 17th day of September, 1998, the undersigned authority, personally appeared KENNETH W. ELLIOTT, and JACQUELINE ELLIOTT, who are personally known by me or who produced _____ as identification, and who acknowledged the foregoing instrument and who did not take an oath.

Deborah Quattlebaum
Notary Public - State of Florida
My Commission Expires:



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DEBORAH QUATTLEBAUM
MY COMMISSION # CC452353 EXPIRES
April 23, 1999
BONDED THRU TROY FAIR INSURANCE, INC.