

This instrument prepared by and return to:  
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Melbourne, Florida 32901

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OF

RIVER FLY-IN, A CONDOMINIUM

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## DECLARATION OF CONDOMINIUM

### OF

### RIVER FLY-IN, A CONDOMINIUM

RIVER FLY-IN, LLC, a Florida Limited Liability Company, hereinafter called "Developer," does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium unit ownership for RIVER FLY-IN, A CONDOMINIUM consisting of real property and improvements thereon as hereinafter described.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, leasees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

### **I.**

#### ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in Merritt Island, County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEET 2 OF EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE AND MADE A PART HEREOF

and on which property the Developer owns one (1) ten (10) story building containing a total of one-hundred twelve (112) residential units and one-hundred sixty-three (163) enclosed parking spaces, one-hundred fifty-five (155) standard parking spaces and six (6) motorcycle parking spaces. In addition there are sixty-five (65) open parking spaces and seven (7) handicapped parking spaces located on the condominium property and other appurtenant improvements as hereinafter described. There are thirty-six (36) Type B-1 units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,334 square feet. There are ten (10) Type B-1a units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,334 square feet. There are four (4) Type B-1b units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,334 square feet. There are ten (10) Type B-1c units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,334 square feet. There is one (1) Type B-2 unit which has two (2) bedrooms, two (2) baths and a study and contains approximately 1,817 square feet. There are six (6) Type B-3 units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,418 square feet. There are eight (8) Type B-3a units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,418 square feet. There are four (4) Type B units each of which has two (2) bedrooms, two (2) baths and a study and contains approximately 1,730 square feet. There is one (1) Type B-4a unit which has two (2) bedrooms, two (2) baths and a study and contains approximately 1,730 square feet. There is one (1) Type B-4b unit which has two (2) bedrooms, two (2) baths and a study and contains approximately 1,730 square feet. There is one (1) Type B-5 unit which has two (2) bedrooms, two (2) baths and a study and contains approximately 1,730 square feet. There are two (2) Type B-6 units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,334 square feet. There are four (4) Type B-6a units each of which has two (2) bedrooms, two (2) baths and contains approximately 1,334 square feet. There are five (5) Type C-1 units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,184 square feet. There is one (1) Type C-1a unit which has three (3) bedrooms, three (3) baths and contains approximately 2,184 square feet. There is one (1) Type C-1c unit which has three (3) bedrooms, three (3) baths and contains approximately 2,184 square feet. There is one (1) Type C-1d unit which

has three (3) bedrooms, three (3) baths and contains approximately 2,184 square feet. There are two (2) Type C-2 units each of which has three (3) bedrooms, three and one-half (3 ½ ) baths and contains approximately 1,628 square feet. There are eight (8) Type C-3 units each of which has three (3) bedrooms, three and one-half (3 ½ ) baths and contains approximately 1,628 square feet. There are four (4) Type C-3a units each of which has three (3) bedrooms, two and one-half (2 ½ ) baths and contains approximately 1,628 square feet. There are two (2) Type C-4 units each of which has three (3) bedrooms three and one-half (3 ½ ) baths and contains approximately 1,726 square feet. The graphic description of each floor is shown on Sheets 5 through 12 inclusive, of Exhibit "A" to the Declaration of Condominium. The Developer, RIVER FLY-IN, LLC reserves the right to designate the garage parking spaces and storage spaces for the exclusive use of the unit owners, and upon such designation, the garage parking spaces and storage spaces shall become limited common elements. The Developer reserves the right to charge a fee for the assignment of the garage parking spaces. For legal description, survey and plot plan of the condominium see Exhibit A to the Declaration of Condominium. The Developer estimates the Condominium will be completed on or before August 31, 2017 but time is not of the essence. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as RIVER FLY-IN, A CONDOMINIUM, hereinafter referred to as the "condominium".

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of unit owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Articles of Incorporation of RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth.

## II.

### SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit A consisting of seventeen (17) pages, are boundary surveys of the entire premises, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements in which units are located, and plot plans thereof, identifying the units, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

Kane Surveying  
Michael J. Kane  
Professional Land Surveyor  
No. 4029, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each unit is identified and designated by a specific number. No unit bears the same numerical designation as any other unit. The specific numbers identifying each unit are listed on Sheets 7 through 10, inclusive of Exhibit A.

The units to be located on the lands described in Exhibit A, are not substantially completed but are merely proposed.

The proposed Recreational Facilities consist of a swimming pool and club house.

Recreational Facilities may be expanded or added without the consent of the unit owners or the Association.

### III.

#### **OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES**

Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided one-one-hundred twelfth (1/112) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common elements shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-one-hundred twelfth (1/112) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until this condominium unit project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units owned by the Developer in order that the said units may be used together as one (1) integral unit provided the amendment is approved by a majority of the total voting interests in the condominium. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over streets, walks, terraces and other common elements from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common elements.

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

All units and the common elements shall be subject to a perpetual easement in gross granted to RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. The Association shall have the right to grant utility easements under, through or over the common elements and such other easements as the Board, in its sole discretion, shall decide. The consent of the unit owners to the granting of any such easement shall not be required.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such unit owner's share of the ownership of the common elements, that is one-one-hundred twelve (1/112).

#### IV.

#### **UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS**

The units of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the units, the boundaries of the units are more specifically shown in Exhibit A, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. The term "unit" shall mean a part of the condominium property which is subject to exclusive ownership of the construction of which has been substantially completed as evidenced by a Certificate of Occupancy or its equivalent by the appropriate governmental agency.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition there are one-hundred sixty-three (163) enclosed garage parking spaces, one-hundred fifty-five standard parking spaces, six (6) motorcycle parking spaces, four (4) handicapped parking spaces as shown on Sheets 5 and 6 of Exhibit "A". These garage parking spaces are common elements for which the Developer reserves the right to designate the unit which shall be entitled to the exclusive use of the garage parking spaces. After such designation the garage parking spaces and storage spaces shall be appurtenant to the unit and shall become a limited common element. The Developer reserve the right to charge a fee for the assignment of the garage parking spaces and the storage spaces.

Unit owners have the right to transfer garage parking spaces and storage spaces to other units or unit owners pursuant to Section 718.106(2)(b), Florida Statutes. Any transfer of garage parking spaces shall be subject to rules promulgated by the Association.

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

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

Except for those portions of the common elements designed and intended to be used by all unit owners, a portion of the common elements serving only one unit or a group of units may be reclassified as a limited common element upon the vote required to amend the Declaration as provided therein or as required under Section 718.110(1)(a), Florida Statutes, and shall not be considered an amendment pursuant to Section 718.110(4).

There are located on the common elements of the condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

V.

**ADMINISTRATION OF CONDOMINIUM BY  
RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC.**

The operation and management of the condominium shall be administered by RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association."

The Association shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the items as provided in Section 718.111(12), Florida Statutes. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

The Association, upon written request from any of the agencies or corporations which have an interest or prospective interest in the condominium, shall prepare and furnish within a reasonable time a financial statement of the Association but required by Section 718.111(13), Florida Statutes, for the immediately preceding fiscal year.

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and By-Laws of the Association. True and correct copies of the Articles of Incorporation and the By-Laws are attached hereto, made a part hereof, and marked Exhibit B and Exhibit C, respectively.

VI.

**MEMBERSHIP AND VOTING RIGHTS**

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of one-hundred twelve (112) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he/she is a part until such authorization shall have been changed in writing. The term, "owner," as used herein, shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Administration of the Association who are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors).

The owners shall place members on the Board or Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units in a condominium that will be operated ultimately by an Association, the unit owners other than a Developer shall be entitled to elect not less than one-third (1/3) 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 members of the Board of Administration of the Association: (a) Three years after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) Three (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or (g) seven years after the date of the recording of the Certificate of a Surveyor and Mapper pursuant to Section 718.104(4)(e) or the recording of an instrument that transfer title to a unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the Grantee of such unit, whichever occurs first. The Developer is entitled to elect or appoint at least one member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

The Developer reserves the right to transfer control of the Association to unit owners other than the developer at any time, in its sole discretion. The unit owners shall take control of the Association if the Developer so elects prior to the time stated in the above schedule.

## VII.

### **COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS**

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the board to include any item in the annual budget shall not preclude the board from levying an additional assessment in any calendar year for which the budget has been projected. Each unit owner shall be liable for the payment to the Association of one-one-hundred twelfth (1/112) of the common expenses as determined in said budget.

Common expenses include the expenses of the operation, maintenance, repair, replacement or protection of the common elements and Association property, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as common expense by the Condominium Act, the Declaration, the documents creating the Association or the By-Laws. Common expenses also include reasonable transportation services, insurance for the directors and officers, road maintenance and operation expenses, in-house communications and security services which are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium. However, such common expenses must either have been services or items provided on or after the date control of the Association is transferred from Developer to unit owners or must be services or items provided for in the condominium documents or By-Laws. Unless the manner of payment or allocation of expenses is otherwise addressed in the Declaration of Condominium, the expenses of any items or services required by any federal, state or local governmental entity to be installed, maintained or supplied to the condominium property by the Association including, but not limited to, fire safety equipment or water and sewer service where a master meter serves the condominium shall be common expenses whether or not such items or services are specifically

identified as common expenses in the Declaration of Condominium, Articles of Incorporation or By-Laws of the Association.

The cost of communication services as defined in Chapter 202, Florida Statutes, information services or internet services obtained pursuant to a bulk contract is a common expense.

The Board of Administration shall adopt hurricane shutters specifications for the building which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board must comply with the applicable building code.

The Board may with the approval of a majority of voting interest of the residential condominium install hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection that comply with or exceed the applicable building code. However, a vote of owners is not required if the maintenance, repair and replacement of hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection are the responsibility of the Association pursuant to the Declaration of Condominium. If hurricane protection or laminated glass or window film architecturally designed to function as hurricane protection that complies with or exceeds the current applicable building code has been previously installed, the Board may not install hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection except upon approval by a majority vote of the voting interest.

The Association is responsible for the maintenance, repair and replacement of the hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection authorized by the Declaration if such Property is responsibility of the Association pursuant to the Declaration of Condominium. If the hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection are the responsibility of the unit owners pursuant to the Declaration of Condominium the maintenance, repair and replacement of such items are the responsibility of the unit owner.

The Board may operate hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection installed pursuant to the Declaration without permission of the unit owners only if such operation is necessary to preserve and protect condominium property and association property. The installation, replacement, operation, repair and maintenance of such hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection in accordance with the procedure set forth in this section are not a material alteration to the common elements or association property.

If approval is required by the Declaration or replacement of hurricane shutters, impact glass, code compliant windows or doors or other types of code compliant hurricane protection by a unit owner conforming to the specifications adopted by the Board.

Common expenses include the costs of insurance acquired by the Association under the authority of Section 718.111(11), Florida Statutes, including costs and contingent expenses required to participate in a self insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes.

Except as otherwise provided in the Condominium Act, funds for payment of the common expenses of the condominium shall be collected by assessments against the units in the condominium in the proportions or percentages provided in the Declaration of Condominium. Each unit's share of the common expenses of the condominium and common surplus of the condominium shall be the same as the unit's appurtenant ownership interest in the common elements.

After adoption of the budget and determination of the annual assessment per unit, as provided in the By-Laws, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual

assessment for the unit as set forth in the Estimated Operating Budget shall be due and payable in advance to the Association on the first (1st) day of each month.

Each initial unit owner other than the Developer shall pay at closing a contribution in an amount at least equal to two monthly assessments for common expenses to the Developer. The present monthly assessment is \$250 per month, therefor, the current contribution is \$500. This contribution shall not be credited as advance maintenance payments for the unit.

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment in excess of one-thousand dollars (\$1,000.00) which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning a majority of the units in the condominium.

The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit towards future assessments.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments and installments on assessments which are not paid for over thirty (30) days after due date shall bear interest at the maximum rate permitted by law per annum from the due date until paid. If a payment is more than ten (10) days late, the Association may, in addition to such interest, charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five (5%) percent of each installment of the assessment for each delinquent installment for which the payment is late. Any payment received by the Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is subject to Chapter 687 or Section 718.303(3), Florida Statutes.

The Association is authorized by the By-Laws to approve or disapprove a proposed lease of a unit. Grounds for disapproval may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time approval is sought. All disapprovals of leases by the Association must be reasonable and not arbitrary.

The Association has a lien on each condominium parcel to secure the payment of assessments. Except as otherwise provided herein, the lien is effective from and shall relate back to the recording of the Declaration of Condominium or in the case of a lien on a parcel located in a phase condominium, the last to occur of the recording of the original Declaration or amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Brevard County, Florida. Nothing in this Section shall be construed to bestow upon any lien, mortgage or certified judgment of record on April 1, 1992, including the lien for unpaid assessments created herein, a priority which by law the lien, mortgage or judgment did not have before that date.

To be valid a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the Association which is RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC. 111 LONGWOOD AVENUE, ROCKLEDGE, FL 32955, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. The lien is not effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period is automatically extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming any interest in the parcel. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

By recording a notice in substantially the following form, a unit owner or his or her agent or attorney may require the Association to enforce a recorded claim of lien against his or her condominium parcel:

Notice of Contest of Lien

TO: RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC.

111 Longwood Avenue  
Rockledge, Florida 32955

You are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_, 20\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
Owner or Attorney

After the Notice of Contest of Lien has been recorded, the Clerk of the Circuit Court shall mail a copy of the recorded Notice to the Association by certified mail, return receipt requested at the address shown in the claim of lien or most recent amendment to it and shall certify to the service on the face of the Notice service is complete upon mailing. After service, the Association has ninety (90) days in which to file an action to enforce the lien; and if the action is not filed with the ninety (90) day period, the lien is void. However, the ninety (90) day period shall be extended for any length of time that the Association is prevented from filing its action because of an automatic stay resulting from the filing a bankruptcy petition by the unit or by any other person claiming an interest in the parcel.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or any action to recover a money judgment for unpaid assessments.

Except as otherwise provided in Chapter 718, Florida Statutes, no lien may be filed by the Association against a condominium unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the owner by certified mail, return receipt requested, and by first class United States mail to the owner at his or her last known address as reflected in the records of the Association. However, if the address reflected in the records is outside the United States, then a notice must be sent by first class United States mail to the unit and to the last known address by regular mail with international postage, which shall be deemed sufficient. Delivery of the notice shall be deemed given upon mailing as required by Section 718.121(4), Florida Statutes.

Alternatively, notice shall be complete as served on the unit owner in the manner authorized by Chapter 48, Florida Statutes, and the Florida Rules of Civil Procedure.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his last known address; and upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided above. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.

The Association, or its successor or assignee, that acquires title to a Unit through foreclosure of its lien for assessments, is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the Association's acquisition in title in favor of any other Association, as defined in Section 718.103(2) or Section 720.301(9), Florida Statutes, which holds a superior lien interest on the Unit.

If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the Receiver shall be paid by the party which does not prevail in the foreclosure action.

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

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Within fifteen (15) days after receiving a written request therefore from a unit owner or his or her designee or a unit mortgagee or his or her designee, the Association shall provide a certificate signed by an officer or agent of the Association stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel.

Any person other than the owner who relies upon such certificate shall be protected thereby.

Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

A summary proceeding pursuant to Section 51.011, Florida Statutes, may be brought to compel compliance with this Section, and in any such action the prevailing party is entitled to recover reasonable attorney fees.

Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i), Florida Statutes, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee which may not exceed One Hundred and 00/100 (\$100.00)

Dollars per applicant excluding families which are considered one applicant, must be included on the certificate.

The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of the unit but the closing does not occur and no later than thirty (30) days after the closing for which the certificate was sought, the preparer receives a written request accompanying by reasonable documentation that the sale did not occur from the payor that is not the unit owner, the fee shall be refunded to that payor within thirty (30) days after receipt of the request. The refund is the obligation of the unit owner and the Association may collect it from that owner in the same manner as an assessment as provided in this Section.

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale" signs and neither the other unit owners nor the association shall interfere with the sale of such units.

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

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

In addition the Association may accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed-in-lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amount paid by the owner. The Grantee is jointly and severally liable with the Grantor for all unpaid assessments against the Grantor for his share of the common expenses up to the time of the transfer of title, without prejudice to any right the Grantee may have to recover from the Grantor the amounts paid by the Grantee.

The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed-in-lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: 1) the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or 2) one (1%) percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association and the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the Association. The tenant must pay the monetary obligation to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit.

The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to Section 718.116(11), Florida Statutes, the Association demands that you pay your rent directly to the Condominium Association and continue doing so until the Association notifies you otherwise.

Payment due to the Condominium Association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to RIVER FLY-IN CONDOMINIUM ASSOCIATION, INC., 111 LONGWOOD AVENUE, ROCKLEDGE, FLORIDA 32955, payable to the Association.

Your obligation to pay your rent to the Association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case you must provide the Association written proof of your payment within fourteen (14) days after receiving this notice and your obligation to pay rent to the Association would then begin with the next rental period.

Pursuant to Section 718.116(11), Florida Statutes, your payment of rent to the Association gives you complete immunity from any claim for the rent by your landlord for all amounts timely paid to the Association.

The Association must mail written notice to the unit owner of the Association's demand that the tenant make payments to the Association.

The Association shall, upon request, provide the tenant with written receipts for payments made.

A tenant is immune from any claim by the landlord or unit owner related to the rent timely paid to the Association after the Association has made written demand.

If a tenant paid rent to the landlord or unit owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the unit owner until the Association releases the tenant or the tenant discontinues tenancy in the unit.

The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of monies paid to the Association.

A court may supercede the effect of the preceding eight (8) paragraphs of this Article by appointing a receiver.

The Association may issue notices under Section 83.56, Florida Statutes, and may sue for eviction under Section 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of Chapter 83, Florida Statutes, if the tenant fails to pay a required payment to the Association after written demand has been made to the tenant. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no duties under Section 83.51, Florida Statutes.

The tenant does not by virtue of payment of monetary obligations to the Association have any rights of a unit owner to vote in any election or to examine the books and records of the Association.

VIII.

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

A. Type and Scope of Insurance Coverage Required

1. Insurance for Fire and Other Perils

1. Property Insurance

Adequate property insurance, regardless of any requirement in the Declaration of Condominium for coverage by the Association for full insurable value, replacement cost, or similar coverage, must be based on a replacement cost of the Property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every thirty-six (36) months.

When determining the adequate amount of property insurance coverage, the Association may consider deductibles as determined by Section 718.111(11), Florida Statutes, and amendments thereto.

If the Association is Developer-controlled, the Association shall exercise its best efforts to obtain and maintain insurance as described above. Failure to obtain and maintain adequate property insurance during any period of Developer control constitutes a breach of fiduciary responsibility by the Developer-appointed members of the board of directors of the Association, unless the members can show that despite such failure, they have made their best efforts to maintain the required coverage.

Policies may include deductibles as determined by the Board as follows:

- a. The deductibles shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in Brevard County, Florida.
- b. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.
- c. The board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the board in the manner set forth in Section 718.112(2)(e), Florida Statutes.

Upon transfer of control of the Association by the Developer to Unit Owners other than the Developer, the Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association property, the common elements, and the Condominium property that is required to be insured by the Association as provided herein.

Every property insurance policy issued or renewed for the purpose of protecting the Condominium must provide primary coverage:

- a. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.
- b. All alterations or additions made to the Condominium property or Association property pursuant to Section 718.113(2), Florida Statutes.

- c. The coverage shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical and plumbing, fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner.

A Condominium Unit Owner's policy must conform to the requirements of Section 627.714, Florida Statutes.

All reconstruction work after a property loss must be undertaken by the Association except as otherwise authorized in this Section. A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the board of administration. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner shall obtain all required governmental permits and approvals prior to commencing reconstruction.

Unit Owners are responsible for the costs of reconstruction of any portions of the condominium property for which the Unit Owners are required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an assessment pursuant to Section 718.116, Florida Statutes.

## 2. Liability Insurance

The Association shall maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, if any, and public ways of the condominium project. The Association does not own or lease any commercial space at the present time. Coverage limits shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association, if available at a reasonable cost. Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The Association shall provide, if required by the holder of first mortgages on individual units, such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including but not limited to, host liquor liability, employers liability insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance.

The Association's liability insurance policies do not provide coverage for the units. Each unit owner shall purchase liability insurance in the minimum amount of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars for their units.

## 3. Flood Insurance

If the condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the

required form of policy (herein insurable property), in an amount deemed appropriate by the Association, as follows:

The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) one hundred (100%) percent of current "replacement cost" of all buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

Each unit owner shall obtain, maintain and pay their premiums upon a policy of flood insurance coverage covering the Improvements on his/her unit, if applicable.

#### 4. Fidelity Bonds

The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any such bonding. If a management agent has the responsibility for handling or administering funds of the Association, the insurance or fidelity bonding of the management agent shall include the management company, its officers, employees and agents, handling or responsible for funds of, or administered on behalf of, the Association. However, the cost of bonding the officers, employees and agents of the management company may be reimbursed to the Association by the management company. Such fidelity bonds shall name the Association as an obligee. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable. Under no circumstances shall the principal sum of the bonds be less than the amount required by the Florida Condominium Act.

#### 5. Errors and Omissions Insurance

The Association shall obtain and maintain for the benefit of the Officers and Directors of the Association a policy or policies of insurance insuring the Association, its officers and directors against liability resulting from the errors and/or omissions of the officers and/or directors in the amount of no less than \$1,000,000.00. Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period.

#### 6. Insurance Trustees; Power of Attorney

The Association may name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as "insurance trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

Each unit owner by acceptance of a deed conveying a unit in the condominium to the unit owner hereby appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the

proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

7. Qualifications of Insurance Carriers

The Association shall use generally acceptable insurance carriers. Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplements and the FHLMC Sellers Guide shall be used.

The Association may amend the Declaration of Condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the Declaration of Condominium to the coverage requirements of the Florida Condominium Act.

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

Any portion of the Condominium property required to be insured by the Association against property loss pursuant to Article VIII which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a common expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a common expense of the Condominium, except that:

- a. A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of any insurer.
- b. The provisions of the subparagraph immediately above regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure under the Florida Condominium Act.
- c. To the extent the cost of repair or reconstruction for which the unit owner is responsible under this paragraph is reimbursed to the Association by insurance proceeds, and, to the extent the Association has collected the cost of such repair or reconstruction from the unit owner, the Association shall reimburse the unit owner without the waiver of any rights of subrogation.
- d. The Association is not obligated to pay for repair or reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a unit owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied on the basis that it was untimely filed.

The Association may, upon the approval of a majority of the total voting interests in the Association, opt out of the provisions of subparagraphs a, b, c and d, immediately above, for the allocation of repair or reconstruction expenses and allocate repair or reconstruction

expenses in the manner provided in the declaration as originally recorded or as amended. Such vote may be approved by the voting interests of the Association without regard to any mortgagee consent requirements.

The Association, subsequent to voting to opt out of the guidelines for repair or reconstruction expenses as described in subparagraphs a, b, c, and d above must record a notice setting forth the date of the opt-out vote and the page of the Public Records of Brevard County, Florida on which the declaration is recorded. The decision to opt out is effective upon the date of recording of the notice in the public records by the Association. An association that has voted to opt out of subparagraphs a, b, c, and d above may reverse that decision by a majority vote of the total voting interests in the Association and notice thereof shall be recorded in the Public Records of Brevard County, Florida.

The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the unit or by the Developer if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the Developer on all units as part of original construction, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for any such improvements.

8. Condemnation and Total or Partial Loss or Destruction

The Association shall represent the unit owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. Each unit owner hereby appoints the Association as attorney-in-fact for such purpose.

The Association may appoint a trustee to act on behalf of the unit owners, in carrying out the above functions, in lieu of the Association.

In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for the unit owners.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of ten (10%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

In the event the Association chooses not to appoint an insurance trustee, any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association which proceeds shall be held in a construction fund to provide for the payment for all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor, shall be paid over to the Association and held for, and/or distributed to the unit owners in proportion to each unit owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such

restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the unit owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

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

## IX.

### RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

- A. Except as provided for in Article VIII, Section 7, subsections a, b, c and d, each Unit Owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all personal property within the unit or limited common elements, air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to their unit and which may now or hereafter be affixed or contained within their unit. Such owner shall further be responsible for maintenance, repair and replacement of all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment servicing his/her unit, although such equipment may not be located in the unit, water heaters, water filters, built-in cabinets and countertops and window treatments including curtains, drapes, blinds, hardware and similar window treatment components or replacements or any of the foregoing which are located within the boundaries of a unit and serve only one (1) unit and all air conditioning, compressors that service only an individual unit whether or not located within the unit boundaries and painting, decorating and furnishings and all other accessories which such Unit Owner may desire to place or maintain therein or any replacement thereof. Unit Owners are responsible for the maintenance, including cleaning, repair or replacement of windows and any screening thereon, screen doors and fixed and sliding glass doors. Air conditioning and heating equipment servicing individual units is a limited common element appurtenant to such units. The maintenance, repair or replacement of the interior surfaces of the storage spaces, any floor coverings on the exterior surface of the balconies or patios installed by owner and permitted by the Association and any storm protection shutters installed by the Developer or owner as provided herein shall be the responsibility of the Unit Owner at their expense.
- B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, sprinkler systems, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps and piping. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, shall also be the Association's responsibility. Pavers, sidewalks and parking areas are limited common elements as shown in Exhibit "A" attached hereto and made a part hereof but maintenance, repair and replacement thereof shall be the Association's responsibility. Sliding glass doors, screen doors, storm protection shutters on balconies or patios, windows and screens on windows shall not be the Association's responsibility, but shall be the responsibility of the unit owner. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage. The maintenance, repair and replacement of hurricane shutters is not the responsibility of the Association.
- C. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage

or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a unit owner's responsibility to maintain.

No unit owner shall do anything within his/her unit or on the common elements which would adversely affect the safety or soundness or the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association.

D. In the event owners of a unit make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units.

Maintenance of the common elements is the responsibility of the Association. All limited common elements shall be maintained by the Association except for air conditioning and heating equipment servicing individual units. If the record owner of the unit has been granted permission to install a DSS Satellite Dish which has a maximum diameter of 18 inches and can be mounted or affixed to the condominium building at a location approved by the Association in writing, in advance of the installation, then the record owner of each such unit shall bear the costs and shall be responsible for the maintenance, repair and replacement, as the case may be, of the satellite dish.

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

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

## X.

### USE RESTRICTIONS

A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees. Each unit is restricted to no more than six (6) occupants, without the Association's consent. There are no restrictions upon children.

B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. The minimum rental period is ninety (90) days and the maximum rental period is unrestricted which minimum and maximum rental periods shall not be amended without the approval of at least eighty (80%) percent of the Unit Owners in the condominium (i.e. at least ninety (90) of the one-hundred twelve (112) Unit Owners must vote for the modification or amendment) at a duly called meeting of the Association for the purpose of amending the rental restrictions. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association.

An amendment prohibiting unit owners from renting their units or altering the duration of the rental term or specifying or limiting the number of times unit owners are entitled to rent their units during a specified period applies only to unit owners who consent to the amendment and unit owners who acquire title to their units after the effective date of that amendment.

- C. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.
- D. No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
- E. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws.
- F. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.
- G. No sign, advertisement or notice of any type shall be shown on the common elements or any unit. This restrictions on signs, advertising and notices shall not apply to the developer or any institutional lender. No exterior antennas, aerials or satellite dishes shall be erected except as provided under uniform regulations promulgated by the Association. The Developer or the Association after transfer of control of the Association to unit owners other than the Developer, may grant permission to record unit owners to install DSS satellite dishes which are presently approximately 18 inches in diameter. The Developer or the Association after turnover may grant written permission to the record unit owner and if granted shall designate the location of the DSS satellite antenna in writing prior to the installation of the satellite antenna. The record unit owner shall be responsible for all costs related to the installation, maintenance, repair and replacement, as the case may be, of the DSS satellite antenna and shall indemnify and hold the Association harmless therefor. Upon the sale of the unit by the record owner of the unit the DSS satellite antenna may be removed, at the owners expense, or it may be transferred to the purchaser as part of the sale and purchase. In the event the DSS satellite antenna is not removed by the record unit owner at closing then, by acceptance of the deed of conveyance by the purchaser, the purchaser shall be deemed to have assumed the responsibility for the maintenance, repair and replacement, as the case may be, of the DSS satellite antenna, together with the costs and expenses thereof, including the obligation to indemnify and hold the Association harmless therefor. This provision shall be deemed a covenant running with the land and shall be binding upon each successive owner of any condominium unit utilizing a DSS satellite antenna.
- H. An owner shall not place or cause to be placed in the walkways or in or on any common elements and facilities, stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit owner to place small potted plants near the front doors of the unit so long as the potted plants do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants on the common elements.
- I. Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day

may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

J. It is prohibited to hang dust rags, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the buildings.

K. No auto parking space may be used for any purpose other than parking automobiles, sport utility vehicles and non-commercial pick-up trucks which are in operating condition with a current license tag. Other vehicles such as commercial trucks, trucks other than pickup trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats, shall be parked in parking areas, open or enclosed, designated by the Board of Administration, if any. In the event boats, motorhomes or recreational vehicles are permitted to be parked in designated areas, overnight camping in these vehicles is prohibited. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. All owners and residents of the condominium are restricted to two (2) permitted vehicles per unit without the association's consent to bring additional vehicles on the premises. All vehicles shall be parked in the open parking spaces or garages except when loading or unloading vehicles.

L. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model units, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the other common elements or areas, including but not limited to, lobbies, exercise rooms, or the sales office in the recreation building by anyone until the sale of all units is completed by the Developer. The Developer's rights under this section shall terminate when the Developer no longer holds a unit for sale in the ordinary course of business.

M. Two (2) household pets not exceeding twenty-five (25) pounds in weight each, which shall mean cats or dogs unless otherwise approved by the Board of Administration, shall be allowed to be kept in the owner's unit. All pets must be kept on a leash when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance. Notwithstanding any provision to the contrary contained herein, certified guide dogs, service animals and signal dogs (as defined herein below) (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Condominium subject to the following restrictions:

- i such specially trained animals shall not be kept, bred, or used at the Condominium for any commercial purpose; and
- ii such specially trained animals shall be on a leash while on the common elements.

Any pet as described above and any specially trained animal causing a nuisance or unreasonable disturbance to any other occupant of the Condominium shall be promptly and permanently removed from the Condominium upon notice given by the Board or Managing Agent; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants at the Condominium. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of such pets and specially trained animals as the circumstances may then require or the Board may deem advisable.

The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and a rigid handle grasped by the person".

The term "service animal" shall mean "any animal that is trained to provide those life activities limited by the disability of the person".

The term "signal dog" shall mean "any dog that is trained to alert a deaf person to intruders or sounds".

N. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall unit owners sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings. Gas or electric grills and potted plants are permitted on balconies but charcoal grills are prohibited.

O. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of Association property and common elements otherwise readily available for use generally by unit owners.

## XI.

### LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY UNIT

No owner of a unit shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the unit buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the Improvements on the unit; further, no owner shall in any manner change the appearance of any portion of the Improvements on the unit. The Association has adopted hurricane shutter specifications and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels is white and the installation of shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. If the Board fails to act within the thirty day period, the plans and specifications shall be deemed approved. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements within the meaning of the Condominium Act. Any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any unit owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

## XII.

### ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and

the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all unit owners for the cost thereof as a common expense.

The Association may not refuse a request of a unit owner for a reasonable accommodation for the attachment to the mantel or frame of the door of the unit owner a religious object not to exceed three (3) inches wide, six (6) inches high and one point five (1.5) inches deep.

### XIII.

#### AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the Public Records of Brevard County, Florida, after approval by the owners of a majority of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association. No amendment to this Declaration shall be adopted which would operate to materially affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers, interests or privileges granted in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation which consent may not be unreasonably withheld. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and by their respective institutional first mortgagees.

Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Brevard County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein. Any amendment subject to Section 718.110(4), Florida Statutes, shall be approved by a majority of the voting interests of the condominium.

Pursuant to Section 718.110(2), Florida Statutes, the Developer may make amendments to this Declaration without consent of the unit owners which shall be limited to matters other than those under Sections 718.110(4) and (8), Florida Statutes.

The Association may amend the Declaration of Condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the Declaration of Condominium to the coverage requirements of the Florida Condominium Act.

In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided above but shall require a vote in the following manner:

- (a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.
- (b) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Unit owners may not vote by general proxy, but may vote limited proxies substantially conforming to a limited proxy form, adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes on the matter listed in Section 718.112(2)(b)2, Florida Statutes. Except as elsewhere provided, such approvals must be either by:
  - (i) Not less than thirty-three and one-third (33 1/3%) percent of the entire Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the condominium; or
  - (ii) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association; or
  - (iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by eighty (80%) percent of the unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.
- (c) The foregoing provisions relative to amendments for defects, errors or omissions are in accordance with and pursuant to Sections 718.110(5) and (10), Florida Statutes.
- (d) That the amendment made pursuant to this paragraph need only be executed and acknowledged by the Developer or the Association and by no other parties whatsoever.

Notwithstanding anything to the contrary contained in this Declaration, the Developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer, any holders of institutional mortgages encumbering the altered units and if the amendment is subject to Section 718.110(4), Florida Statutes, it shall be approved by a majority of the voting interests of the condominium. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) unit is concerned, the Developer shall not apportion between the units the shares in the common elements, common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall remain unchanged in the amendment of this Declaration unless all unit owners approve the amendment changing the shares.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this

procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

Substantial rewording of Declaration. "See provision... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of unit by the Developer, by judgment, court order, or law, shall in no way affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, the measuring life shall be that of the youngest incorporator of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

#### XIV.

#### TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning a minimum of eighty (80%) percent of the units in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the units.

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

The Board of Administration of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property, the costs, fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof; to-wit:

AN UNDIVIDED ONE-ONE-HUNDRED TWELFTH (1/112)

Upon the determination of each unit owner's share as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same

are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the Public Records of Brevard County, Florida, an affidavit stating that such resolution was properly passed, so approved by the members, and also shall record the written consents, if any, of institutional first mortgagees to such abandonment. Upon recordation of the instrument evidencing consent of a minimum of eighty (80%) percent of the unit owners to terminate the condominium, the Association shall notify the division within thirty (30) working days of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded.

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

#### **TERMINATION BECAUSE OF ECONOMIC WASTE OR IMPOSSIBILITY.**

Notwithstanding any provision to the contrary in the Declaration, the condominium form of ownership of this property may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend the Declaration or as otherwise provided in the Declaration for approval of termination when: (1) The total estimated cost of repairs necessary to restore the improvements to their former condition or to bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all units in the condominium after completion of the repairs; or (2) it becomes impossible to operate or reconstruct the condominium in its prior physical configuration because of land use laws or regulations.

Except in the event of termination because of economic waste or impossibility, the condominium form of ownership of the Property may be terminated pursuant to a plan of termination approved by at least eighty (80%) percent of the total voting interests of the Condominium if not more than ten (10%) percent of the total voting interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto.

The plan of termination must be a written document executed in the same manner as a deed by unit owners having the requisite percentage of voting interests to approve the plan and by the termination trustee. A copy of the proposed plan of termination shall be given to all unit owners, in the same manner as for a notice of an annual meeting, at least fourteen (14) days prior to the meeting at which the plan of termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan. A unit may document assent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of unit owners and, if required, consents or joinders of mortgagees must be recorded in the Public Records of Brevard County. The plan is effective only upon recordation or at a later date specified in the plan.

The plan of termination must specify:

- (a) The name, address and powers of the termination trustee.
- (b) A date after which the plan of termination is void if it has not been recorded.

(c) The interests of the respective unit owners in the Association property, common surplus and other assets of the Association which shall be the same as the respective interests of the unit owners in the common elements immediately before the termination, unless otherwise provided in the Declaration.

(d) The interests of the respective unit owners in any proceeds from the sale of the condominium property. The plan of termination may apportion these proceeds pursuant to any method prescribed in subsection 718.117(12), Florida Statutes. If, pursuant to the plan of termination, condominium property or real property owned by the Association is to be sold following termination, the plan must provide for the sale and may establish any minimum sale terms.

(e) Any interests of the respective unit owners in insurance proceeds or condemnation proceeds that are not used for repair or reconstruction at the time of termination. Unless the Declaration expressly addresses the distribution of insurance proceeds or condemnation proceeds, the plan of termination may apportion these proceeds pursuant to any method prescribed in Section 718.117(12), Florida Statutes.

The plan of termination may contain option provisions that provide that each unit owner retains the exclusive right of possession to the portion of the real estate that formerly constituted the unit, in which case the plan must specify the conditions of possession or that in a conditional termination, the plan must specify the conditions for termination. The conditional plan does not vest title in the termination trustee until the plan and a certificate executed by the Association with the formalities of a deed, confirming that the conditions in the conditional plan have been satisfied or waived by the requisite percentage of the voting interests, have been recorded.

The proceeds of sale of condominium property shall be allocated as follows:

(a) Unless the Declaration expressly provides for the allocation of the proceeds of sale of condominium property, the plan of termination must first apportion the proceeds between the aggregate value of all units and the value of the common elements, based on their respective fair market values immediately before the termination, as determined by one or more independent appraisers selected by the Association or termination trustee.

(b) The portion of proceeds allocated to the units shall be further apportioned among the individual units. The apportionment is deemed fair and reasonable if it is so determined by the unit owners, who may approve the plan of termination by any of the following methods:

1. The respective value of the units based on the fair market values of the units immediately before the termination, as determined by one or more independent appraisers selected by the Association or termination trustee;

2. The respective value of the units based on the most recent market value of the units before the termination, as provided in the County Property Appraiser's records; or

3. The respective interests of the units in the common elements specified in the Declaration immediately before the termination.

(c) The methods of apportionment in paragraph (b) above do not prohibit any other method of apportioning the proceeds of sale allocated to the units agreed upon in the plan of termination. The portion of the proceeds allocated to the common elements shall be apportioned among the units based upon their respective interests in the common elements as provided in the Declaration.

(d) Liens that encumber a unit shall be transferred to the proceeds of sale of the condominium property and the proceeds of sale or other distribution of Association property, common surplus or other Association assets attributable to such unit in their same priority. The

proceeds of any sale of condominium property pursuant to the plan of termination may not be deemed to be common surplus or Association property.

**TERMINATION TRUSTEE.** The Association shall serve as termination trustee unless another person is appointed in the plan of termination. If the Association is unable, unwilling, or fails to act as trustee, any unit owner may petition the court to appoint a trustee. Upon the date of the recording or at a later date specified in the plan, title to the condominium property vests in the trustee. Unless prohibited by the plan, the termination trustee shall be vested with the powers given to the Board pursuant to the Declaration, By-Laws, and Section 718.117 (6). If the Association is not the termination trustee, the trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the plan of termination or the order of appointment. If the Association is not the termination trustee, the Association shall transfer any Association property to the trustee. If the Association is dissolved, the trustee shall also have such other powers necessary to conclude the affairs of the Association.

Pursuant to Section 718.117(4), Florida Statutes, a plan of termination is not an amendment subject to Section 718.110(4), Florida Statutes. In a partial termination, a plan of termination is not an amendment subject to Section 718.110(4), Florida Statutes if the ownership share of the common elements of the surviving unit in the condominium remains in the same proportion to the surviving units as it was before the partial termination.

#### XV.

#### **ENCROACHMENTS**

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

#### XVI.

#### **ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES**

The Association shall at all times maintain a register setting forth the names of all owners of units in the condominium, and any purchaser or transferee of an unit shall notify the Association of the names of any party holding a mortgage upon any unit and the name of all lessees in order that the Association may keep a record of same.

#### XVII.

#### **ESCROW FOR INSURANCE PREMIUMS**

An institutional first mortgagee holding a mortgage upon a unit in the condominium shall not have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on a casualty insurance policy or policies which the Association is required to keep in existence.

#### XVIII.

#### **REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM**

In the event that during the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

**XIX.**

**RESPONSIBILITY OF UNIT OWNERS**

The owner of each unit shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the Association. Any unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver of rights or subrogation by insurance companies.

In any action brought against a unit owner by the Association for damages, or injunctive relief due to such unit owner's failure to comply with the provisions of this Declaration or By-Laws of the Association, the prevailing party shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

**XX.**

**WAIVER**

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

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against the owner of said property subject to such mortgage, notwithstanding such mortgage.

**XXI.**

**CONSTRUCTION**

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

**XXII.**

**GENDER**

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

### **XXIII.**

#### **CAPTIONS**

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

### **XXIV.**

#### **REMEDIES FOR VIOLATIONS**

Each unit owner, each tenant and other invitee, and each association shall be governed by, and must comply with the provisions of the Florida Condominium Act, the declaration, the documents creating the Association, and the Association By-Laws which shall be deemed expressly incorporated into any lease of a unit. Actions for damages for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against:

- a. The Association.
- b. A unit owner.
- c. Directors designated by the Developer, for actions taken by them before control of the Association is assumed by unit owners other than the Developer.
- d. Any director who willfully and knowingly fails to comply with these provisions.
- e. Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in Section 718.503(1)(a), Florida Statutes, is entitled to recover reasonable attorney's fees. A unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the unit owner for his or her share of assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this Section may not be deemed to be actions for specific performance.

### **XXV.**

#### **TIMESHARE RESERVATION**

No reservation is made pursuant to Section 718.1045, Florida Statutes, for the creation of timeshare estates. Timeshare estates are prohibited.

### **XXVI.**

#### **FINES**

The Association may levy reasonable fines and suspensions as follows:

- a. The Association may levy reasonable fines for the failure of the owner of a unit or its occupants, licensees or invitees to comply with any provision of the Declaration, the Association By-Laws or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may

not exceed \$100 per violation, or \$1,000 in the aggregate.

- b. An Association may suspend for reasonable period of time, the right of a Unit Owner, or Unit Owner's tenants, guests, or invitees to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the Declaration, the Association's By-laws, or reasonable rules of the Association.
- c. A fine or suspension may be not be imposed unless the Association first provides at least fourteen (14) days written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in the board members household. If the committee does not agree the fine or suspension may not be imposed.
- d. If a Unit Owner is more than ninety (90) days delinquent in paying a monetary obligation to the Association, the Association may suspend the right of the Unit Owner or the Units occupants, licensees, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid in full. This right does not apply to limited common elements intended to be used only by that Unit, common elements needed to access the Unit, utility services provided to the Unit, parking spaces or elevators. Notice or hearing requirements set forth above do not apply to suspensions imposed under this paragraph.
- e. An Association may suspend the voting rights of a unit or member due to non-payment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or member which has been suspended by the Association may not be counted toward the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Florida Condominium Act or pursuant to the Declaration, Articles of Incorporation, or By-laws. The suspension ends upon full payment of all obligations currently due or over due the Association. The notice and hearing requirements enforced in this section do not apply to a suspension imposed under this paragraph.

#### XXVII.

#### SIGNAGE

After the Developer has completed its sales program, the Association, through its Board of Administration, shall have the right to determine the type, style and location of all signage associated with the condominium property. Prior to transfer of control of the Association to unit owners other than the Developer, the Developer shall control signage for the condominium.

#### XXVIII.

#### INSTITUTIONAL MORTGAGEE

An institutional mortgagee means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or an agency of the United States Government, or the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee, or designee of the Developer.

An institutional mortgage means a mortgage owned or held by an institutional mortgagee.

An insurance trustee means that Florida bank having trust powers, designated by the board to receive proceeds on behalf of the association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

**XXIX.**

**RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES**

The rights and privileges in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights including an institutional mortgage in the event of a foreclosure against the Developer or deed in lieu thereof by the Developer. Such rights may be exercised by the nominees, assignees or designees of the Developer.

An institutional mortgagee's rights herein are limited and can only be exercised with a regard to units owned by the institutional mortgagee.

**XXX.**

**NOTICE TO INSTITUTIONAL MORTGAGEES**

The Association shall provide a holder, insurer or guarantor of a first mortgage, upon written request (such request to state the name and address of such holder, insurer or guarantor and the unit number) timely notice of:

- A. Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners Association appertaining to any unit; or (iv) the purposes to which any unit or the common elements are restricted;
- B. Any proposed termination of the condominium regime;
- C. Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

**XXXI.**

**CABLE TELEVISION, SATELLITE DISH AND INTERNET**

The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not, such cost shall be considered common expense if it is designated as such in a written contract between the board of administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two years.

A. Any contract made by the board for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel said contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.

B.

Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind Unit Owner who does not occupy the unit with a nonhearing impaired or sighted person or any unit owner receiving supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Family Services pursuant to Section 414.31, Florida Statutes, may discontinue the cable or video service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expenses charge related to such service. If fewer than all members of an association share the expenses of cable television, the expense shall be shared equally by all participating Unit Owners. The Association may use the provisions of Section 718.116, Florida Statutes, to enforce payment of the shares of such costs by the Unit Owners receiving cable television.

C. The Association has approved the installation of DSS type satellite dishes for the condominium property. The approved satellite dish is approximately 18 inches in diameter and may be bolted to an exterior wall of the condominium. Prior to the installation of a DSS type satellite dish the record owner of the condominium unit shall submit a written request for permission to install the satellite dish to the Association pursuant to rules promulgated by the Association. The Association shall determine the location of the satellite dish, in its sole discretion. All costs of installation, maintenance or repair of the satellite dish shall be the responsibility of the record owner of the condominium unit and the owner shall indemnify and hold the Association harmless therefor.

D. The costs of communication services as defined in Chapter 202, Florida Statutes, information services or internet services obtained pursuant to a bulk contract is a common expense.

E. Pursuant to Section 718.1232, Florida Statutes, no resident of any condominium dwelling unit, whether a tenant or owner, shall be denied access to any available franchised or licensed cable television service, nor shall such resident or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such resident and the provider of such services.

## XXXII.

### **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

The rules of the St. Johns River Water Management District require the following provisions to be included in this Declaration of Condominium:

A. Property Description: Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management system will be located) is included in the legal description of the parent tract located on Sheet 2 of Exhibit "A" attached hereto and made a part hereof.

- B. 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.
- C. Duties of Association: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. 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.
- D. 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.
- E. 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.
- F. Amendment: Any amendment to the Declaration of Condominium which alter 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 approval of the St. Johns River Water Management District.
- G. 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.
- H. Swale Maintenance: The Developer has constructed a Drainage Swale upon the common elements for the purpose of managing and containing the flow of excess surface 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.

### XXXIII.

#### ASSOCIATION MAINTENANCE STANDARDS

It is mandatory that the Association, in carrying out its responsibilities under this Article XXXIII, comply with the following minimum standards, requirements and guidelines:

- A. The Board shall cause all Utilities and Utility systems forming a part of the Common Elements to be maintained properly and in good condition, and effect repairs thereto as needed. It is mandatory that the Board cause all water and/or sewer infrastructure to be inspected at least annually by a licensed and qualified contractor, engineer or architect, with expertise in the construction and maintenance of such water/sewer infrastructure.
- B. It is mandatory that the Board cause all drainage systems, landscape installations, and irrigation systems within the Common Elements to be inspected at least annually. In particular, the Board shall inspect for any misaligned, malfunctioning or non-functional sprinkler or blocked drainage grates, basins, lines and systems, which circumstances could cause damage to the Condominium Property. It is mandatory that at least one such inspection each year shall be performed by a licensed and qualified contractor, engineer or architect with expertise in the construction and maintenance of such drainage and landscape installations. Without limiting the foregoing, all landscaping shall be maintained in accordance with the following minimum maintenance standards:
  1. Lawn and ground cover shall be kept mowed and/or trimmed regularly;
  2. Planting shall be kept in a healthy and growing condition;
  3. Fertilization, cultivation, spraying and tree pruning shall be performed as part of the regular landscaping program;
  4. Stakes, guides, and ties on trees shall be checked regularly to insure the correct function of each; ties shall be adjusted to avoid creating abrasions or girding of the trunk or stem;
  5. Damage to planting shall be repaired and corrected within thirty (30) days of occurrence; and
  6. Irrigation systems shall be kept in sound working condition; adjustments, replacement or malfunctioning parts and cleaning of systems shall be an integral part of the regular landscaping program.
  7. Only slow release or zero phosphorous fertilizers may be used on the Condominium Property. All other types of fertilizers are prohibited.
  8. Implement the use of soil moisture sensors to reduce over-irrigation on the Condominium Property.
  9. Discuss Florida-Friendly landscaping at the annual meeting of the Association each year. For guidance refer to the University of Florida, Florida Yards & Neighborhoods which has helpful information which can be found on line at <http://fyn.ifas.ufl.edu/publications.htm>.
  10. It is recommended but not mandatory that the Association use a landscape contractor maintenance contract of a business who is certified in Florida Green Industries Best Management Practices.
- C. It is mandatory that the Board cause all hardscape, paved areas and internal streets within the Condominium Property to be inspected at least annually by a licensed and qualified contractor, engineer or architect with expertise in the construction and maintenance of such hardscape and paved areas.

- D. It is mandatory that the Board cause all waterscape or water features within the Common Elements (including, but not necessarily limited to, the swimming pool), to be inspected each year by a licensed and qualified contractor, engineer, or architect with expertise in the construction and maintenance of such waterscape and water features.
- E. It is mandatory that the Board cause the structures and roofs of all improvements within the Condominium Property to be inspected each year by a licensed and qualified contractor, engineer, or architect with expertise in the construction and maintenance of such structures and roofs.
- F. It is mandatory that the Board carry out such other periodic inspections, and obtain such other reports, as may be prudent and appropriate. In each instance in which a contractor, engineer, architect or other professional with expertise in a specific area is engaged to conduct an investigation or inspection, such expert shall promptly provide a written report thereof to the Board. The written report shall identify all items of maintenance or repair which either requires current action by the Association, or which will need further review, inspection or analysis. The Board shall, in each case, cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage.
- G. This Section XXXIII is intended only to provide specific minimum maintenance and inspection requirements in particular areas, and shall in no way limit the Association's general responsibility with respect to maintenance in a prudent manner, designed to prevent avoidable deterioration or property damage.

#### XXXIV.

#### **MOLD AND MILDEW AWARENESS AND PREVENTIONS**

The Association acknowledges that there is a provision in each of the Unit Owner's Contract for Sale and Purchase entitled "Mold Information and Limitation of Liability," a copy of which contract is incorporated herein by reference.

As part of the Association's and the Board's responsibility for maintenance and repair of the Condominium property as set forth in Articles IX and XXXIII of this Declaration, there are many ways that the Association and the Board can help to control moisture and mold located on, under, within or adjacent to the Condominium property, including, but not limited to, the common elements and limited common elements. The following is a list of suggestions, which is not meant to be all inclusive:

- Keep indoor humidity levels as low as possible by running the air conditioning unit at a comfortable level. Remember, the cooler the air is, the less humidity it will hold, thereby limiting the growth of mold and mildew.
- Use of a dehumidifier is a great way to keep the humidity levels lower than normal when needed.
- The addition of a humidistat to existing air conditioning control systems is also an excellent way to keep the humidity levels lower when an indoor space is left unoccupied for extended periods of time.
- There are numerous brands of moisture absorbent chemicals available to help keep the humidity inside at a proper level while indoor space is unoccupied for short periods of time.
- Do not run air conditioners with windows open. The air conditioning system is not designed to keep up with the moisture and heat load this condition will generate.

When windows are left open, there is a risk of saturating everything inside the indoor space (walls, furniture, carpeting, etc.) with more moisture than the air conditioning system is designed to remove. Remember, mold needs moisture to survive. The drier the indoor space, the better off the indoor space will be.

- Fix leaking plumbing and any other source of unwanted water immediately.
- Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- Have major appliances and equipment, such as heating, ventilating and air conditioning systems inspected, cleaned and serviced regularly by a qualified professional.
- Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly.
- The Association and/or the Board should respond promptly when they see or have called to their attention signs of moisture or mold.
- Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- Dry all water damaged areas and items immediately to prevent mold growth.
- If mold develops, clean up the mold by washing off hard surfaces with a commercial strength cleaner and mold/mildew inhibitor (such as "Tile Air II") or "Miltrol" from the Marimize Product Corporation) or equal, making sure to follow directions as specified.
- Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- Mold that is not properly and adequately removed may reappear.

The Association acknowledges and agrees that neither the Developer, nor its general contractor, \_\_\_\_\_ ("Contractor"), will be liable to the Association for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Condominium property, including, but not limited to, the common elements and limited common elements, unless caused by the sole negligence or willful misconduct of the Seller or the Contractor. The Association, on behalf of itself and its members, tenants, invitees and licensees hereby releases and agrees to indemnify Seller and Contractor and their officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including, without limitation, attorneys' fees and costs of enforcing this release and indemnity) for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores; provided, however, that in no event is the Association releasing or indemnifying Seller or Contractor as a result of the presence and/or existence of mold, mildew and/or microscopic spores if caused by the sole negligence or willful misconduct of the Seller or the Contractor.

## ARTICLE XXXV

### CONSERVATION EASEMENTS

#### A. Conservation Easement Areas.

Pursuant to the provisions of Section 704.06, Florida Statutes, Association has granted to St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the conservation Easement recorded on \_\_\_\_\_, 200 in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Brevard County, Florida. The Conservation Easement is attached hereto as Exhibit \_\_\_\_\_. Association granted the Conservation Easement as a condition of permit number 40-009-109154-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

1. Purpose. The purpose of the conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the conservation Easement Areas that will impair or interfere with the environmental value of these areas.
2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:
  - a. Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
  - b. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
  - c. Removing, destroying or trimming trees, shrubs, or other vegetation.
  - d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
  - e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
  - f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
  - g. Acts or uses detrimental to such retention of land or water areas.
  - h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions contained in Section 2, Grantor reserves unto itself, and its successors and assigns, the right to:
  - 3.1 Construct and maintain one boardwalk of the property. The boardwalk must be constructed in accordance with the Permit and the following specifications:
    1. Docking or mooring of watercraft is prohibited at the boardwalk.
    2. The portion of the boardwalk within the wetland conservation easement area shall be elevated a minimum of 5 feet over the mean high water

elevation.

3. The portion of the boardwalk extending through the upland conservation area shall be elevated a minimum of 3 feet above land surface.
4. The width of the access boardwalk shall not exceed 4 feet through the upland conservation area.
5. Hand railing shall be installed and maintained around the entire perimeter of the boardwalk.
6. The boardwalk shall meander round all trees greater than 4 inches dbh and all mangroves.
7. 30 days prior to the commencement of any boardwalk construction, Grantor or subsequent lot owners shall submit plans and specifications for the boardwalk, including a description of construction methods, to the District for review and written approval.
8. Grantor or subsequent lot owners must obtain all necessary local, state, and federal permits prior to the commencement of any construction of the boardwalk.

3.2 Eradicate invasive and exotic species on the Property utilizing heavy equipment. Invasive/Exotic species are to be mulched, the remaining stumps treated with herbicide, and the mulched material will be raked and hauled off-site. The eradication of invasive and exotic species must be completed in accordance with the Permit.

3.3 Perform the planting and restoration activities as authorized in the approved mitigation plan in accordance with the Permit's conditions.

4. Responsibilities. The Association, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Association, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

5. Rights of District. To accomplish the purposes stated in the Conservation Easement, the Association conveyed the following rights to the District:

- a. To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Association or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.
- b. To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

6. Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this \_\_\_ day of \_\_\_\_\_, 200\_\_.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

DEVELOPER:

RIVER FLY-IN, LLC,  
a Florida Limited Liability Company

Print Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Wasim Niazi, Managing Member

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF BREVARD    )

BEFORE ME, the undersigned authority, personally appeared Wasim Niazi, Managing Member of RIVER FLY-IN, LLC, a Florida limited liability company, on behalf of the company, personally known to me, or who produced \_\_\_\_\_ as identification, who did/did not take an oath, and who executed the foregoing and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal in the State and County last aforesaid on \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM  
SURVEYORS CERTIFICATE**

STATE OF FLORIDA

COUNTY OF BREVARD

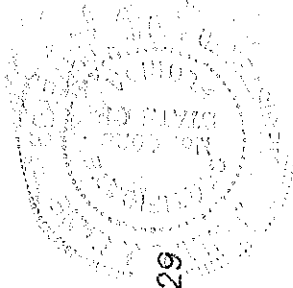
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED "MICHAEL J. KANE", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS,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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THE ATTACHED EXHIBIT "A" IS NOT SUBSTANTIALLY COMPLETE AND THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE DECLARATION OF CONDOMINIUM, ESTABLISHING "RIVER FLY-IN CONDOMINIUM, A CONDOMINIUM", IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS  
OCTOBER 27, 2006 A.D.

BY: Michael J. Kane

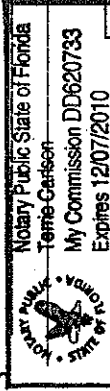
MICHAEL J. KANE  
FLORIDA REGISTERED LAND SURVEYOR No. 4029  
KANE SURVEYING  
LICENSED BUSINESS No. 7179



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27TH DAY OF  
OCTOBER, 2006 BY MICHAEL J. KANE P.S.M., WHO IS PERSONALLY KNOWN TO ME  
AND WHO DID TAKE AN OATH.

Terrie Carlson

NOTARY PUBLIC - STATE OF FLORIDA  
MY COMMISSION EXPIRES  
MY COMMISSION No. IS:



**KANE SURVEYING**

FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

EXHIBIT "A"  
SHEET 1 OF 18

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM

## BOUNDARY SURVEY

CONE ROAD PUBLIC R/W (WIDTH VARIES)

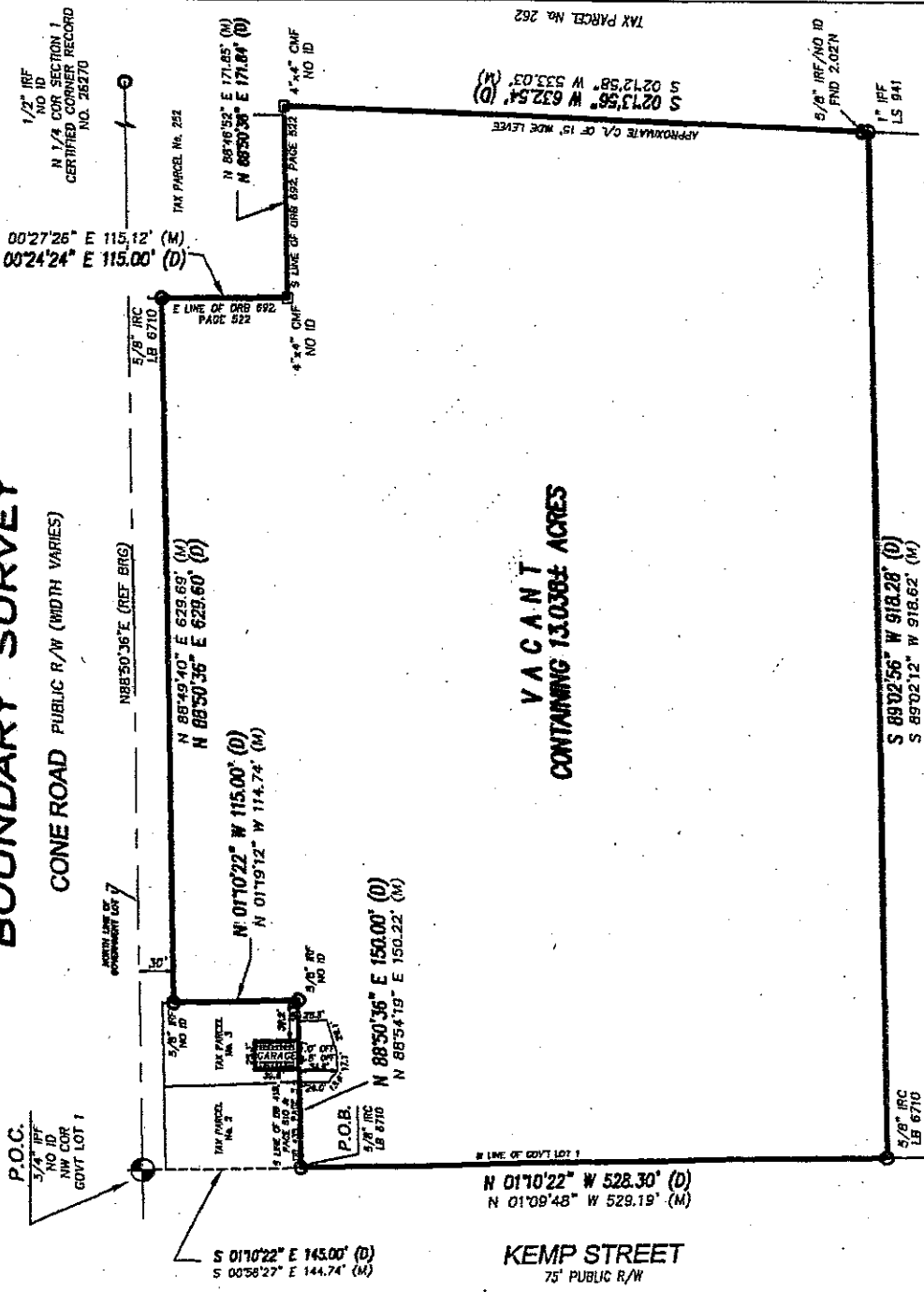


EXHIBIT "A"  
SHEET 2 OF 18

### LEGAL DESCRIPTION: ORB 5371 PAGE 7708 (FURNISHED BY CLIENT)

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SAID GOVERNMENT LOT 1, A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 418, PAGE 510 AND DEED BOOK 435, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150 FEET; THENCE NORTH 1°10'22" WEST PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'36" EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 629.60 FEET; THENCE SOUTH 0°24'24" EAST ALONG THE WEST LINE OF LANDS CONVEYED IN OR BOOK 692, PAGE 522 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 115 FEET; THENCE NORTH 88°50'36" EAST ALONG THE SOUTH LINE OF SAID LANDS CONVEYED IN OR BOOK 692, PAGE 522, A DISTANCE OF 171.84 FEET TO THE CENTER OF AN APPROXIMATE 15 FEET WIDE LEVEE; THENCE SOUTH 2°13'56" WEST ALONG THE CENTER OF SAID LEVEE A DISTANCE OF 632.54 FEET; THENCE SOUTH 89°02'58" WEST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 918.28 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 1°10'22" WEST ALONG THE WEST LINE OF GOVERNMENT LOT 1 A DISTANCE OF 528.30 FEET TO THE POINT OF BEGINNING.

THE DESCRIPTION FURNISHED TO THE SURVEYOR CONTAINS A SURVEYOR'S ERROR IN THE 12TH LINE OF THE DESCRIPTION. THE CALL "A" DISTANCE OF 632.54 FEET (UNDERLINED HEREON) APPEARS TO BE INCORRECT AND SHOULD BE A DISTANCE OF 532.54 FEET TO ENABLE THE DEED CALLS TO MATHEMATICALLY CLOSE. THIS ASSUMPTION IS SUPPORTED BY SURVEY MONUMENTATION.

### LEGEND

|                                  |                              |
|----------------------------------|------------------------------|
| No. = NUMBER                     | ND5 = 1 1/4" NAIL & DISK SET |
| O/H = OVERHEAD                   | PLS 4029"                    |
| ORB = OFFICIAL RECORDS BOOK      |                              |
| O/S = OFFSET                     |                              |
| (P) = PLAT                       |                              |
| FB = FIELD BOOK                  |                              |
| PCP = PERMANENT CONTROL POINT    |                              |
| PI = POINT OF INTERSECTION       |                              |
| PT = POINT OF TANGENCY           |                              |
| POB = POINT OF BEGINNING         |                              |
| POC = POINT OF COMMENCEMENT      |                              |
| PRC = POINT OF REVERSE CURVATURE |                              |
| REF = REFERENCE                  |                              |
| RRG = RANGE                      |                              |
| R/W = RIGHT OF WAY               |                              |
| SEC = SECTION                    |                              |
| TWP = TOWNSHIP                   |                              |
| TYP = TYPICAL                    |                              |
| UP = UTILITY POLE                |                              |
| WD = WOOD                        |                              |
| WM = WATER METER                 |                              |

### CERTIFICATION:

THE ATTACHED SURVEY WAS DONE UNDER THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA STATUTES, SECTION 472.027 FLORIDA STATUTES.

*Michael J. Kane*  
MICHAEL J. KANE PROFESSIONAL LAND SURVEYOR AND MAPPER  
STATE OF FLORIDA NO. LS 4029

DATE: 8/21/06

DRAWN BY: JAS SCALE 1 INCH = 160 FEET

### CERTIFIED TO: WASIM NIAZI

|                 |               |                  |
|-----------------|---------------|------------------|
| BOUNDARY SURVEY | DATE: 8/23/06 | JOB No. 21229    |
|                 |               | 1-25-35/WETLANDS |

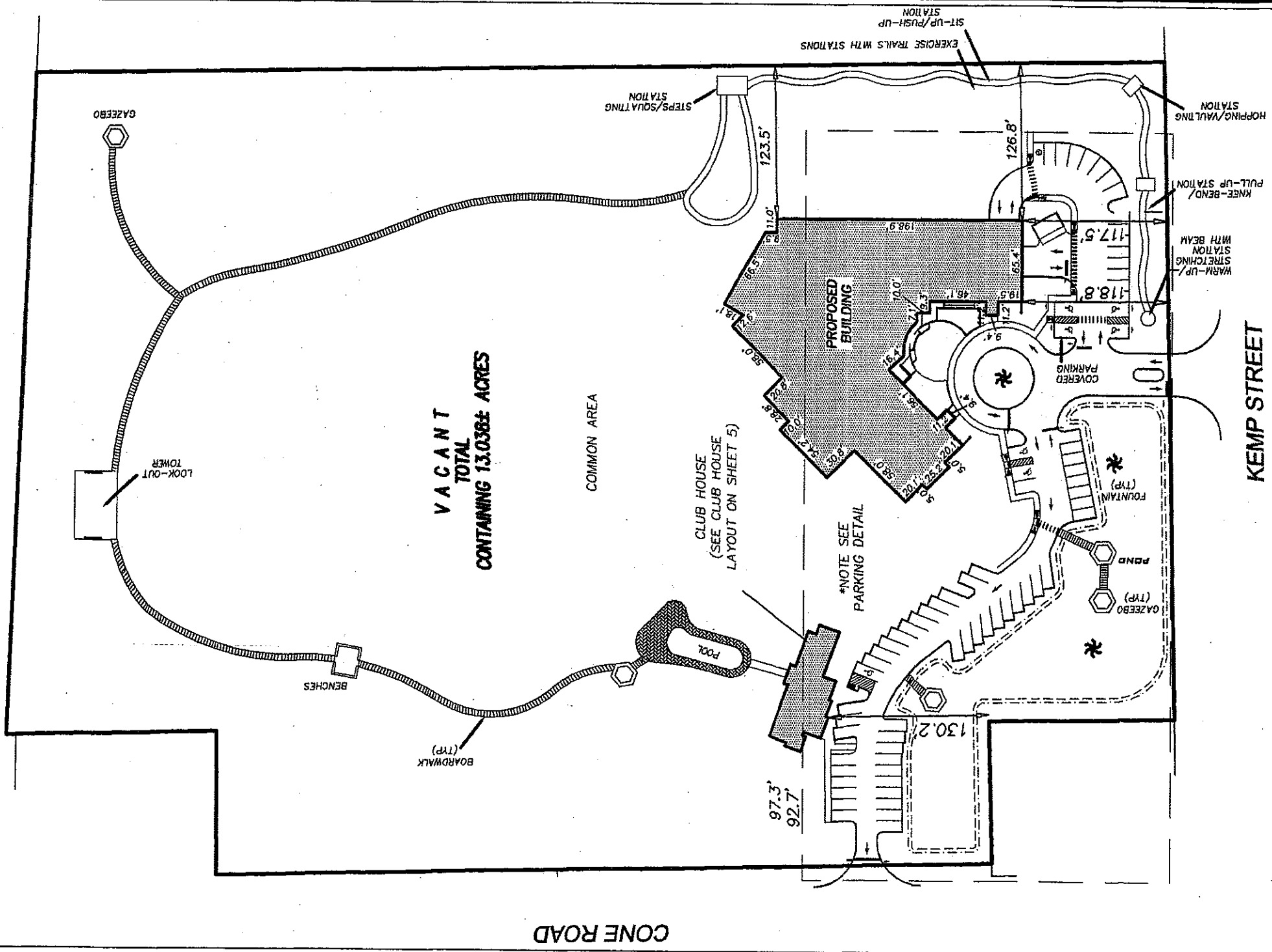
### NOTES:

- BEARINGS BASED ON FURNISHED DESCRIPTION (SEE SKETCH)
- ELEVATIONS BASED ON \_\_\_\_\_
- FLOOD ZONE "AE", MAP NO. 12009C0360E COMMUNITY NO. 125092 NOVEMBER 19, 1987 HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY FOR SUBURBAN LAND AS PER FLORIDA STATUTE
- BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
- UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

## KANE SURVEYING

FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

**RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM  
GRAPHIC SITE PLAN**

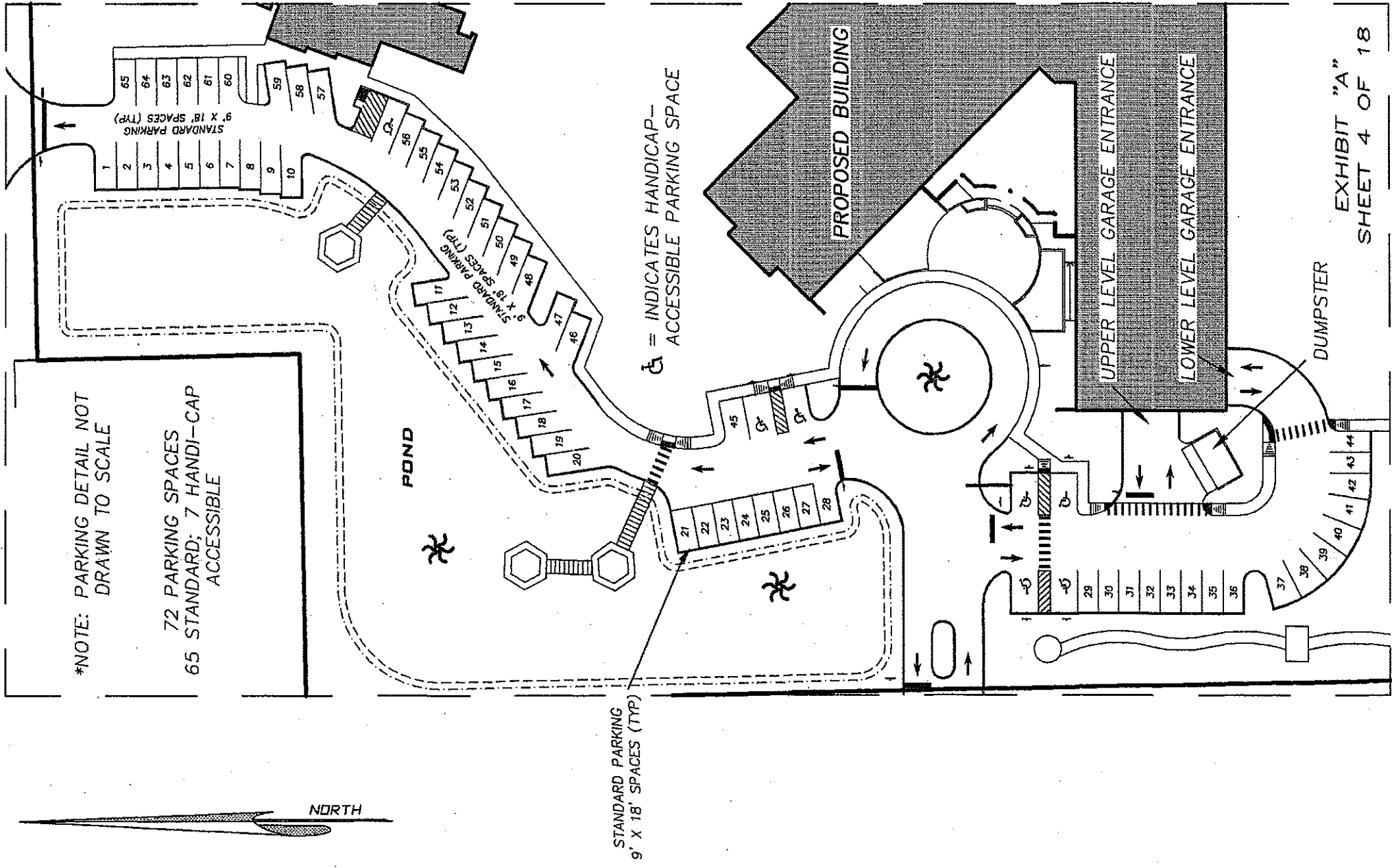


**KANE SURVEYING**  
 FLORIDA LICENSED BUSINESS No. LB 7179  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427  
 FAX (321) 984-1448

**EXHIBIT "A"**  
**SHEET 3 OF 18**

DRAWN BY: JME      SCALE 1 INCH = 100 FEET

**RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM  
PARKING DETAIL**



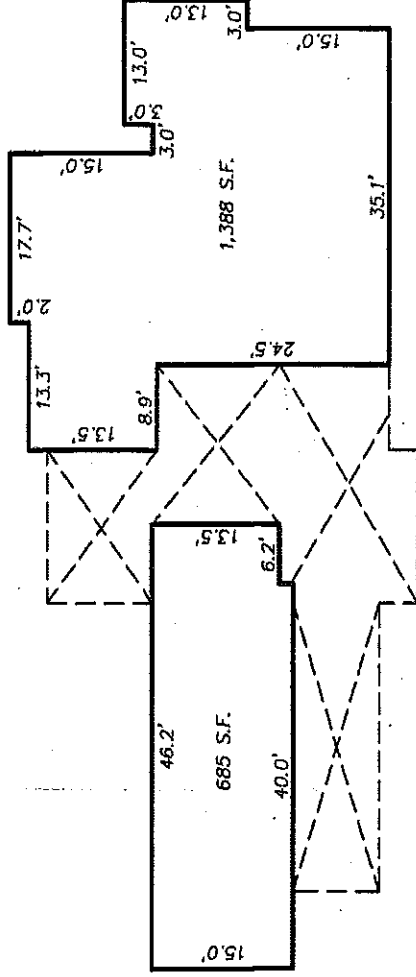
- \*NOTES**
1. HANDICAPS SPACES ARE 12' X 18"
  2. STANDARD SPACES ARE 9' X 18'
  3. PARKING SPACES ARE LIMITED COMMON AREAS TO BE ASSIGNED BY THE DEVELOPER
  3. (TYP) = TYPICAL

C DRAWN BY: JME NOT DRAWN TO SCALE

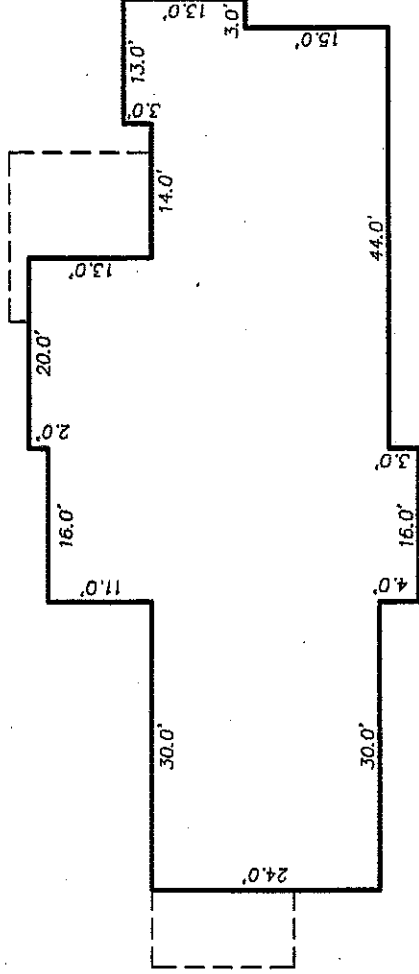
**KANE SURVEYING**  
 FLORIDA LICENSED BUSINESS No. LB 7179  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427  
 FAX (321) 984-1448

EXHIBIT "A"  
 SHEET 4 OF 18

**RIVER FLY—IN CONDOMINIUM, a CONDOMINIUM  
CLUB HOUSE DETAIL**



1ST FLOOR - 2,073 S.F.



2ND FLOOR - 2,773 S.F.

1ST & 2ND FLOOR - 4846 S.F. TOTAL

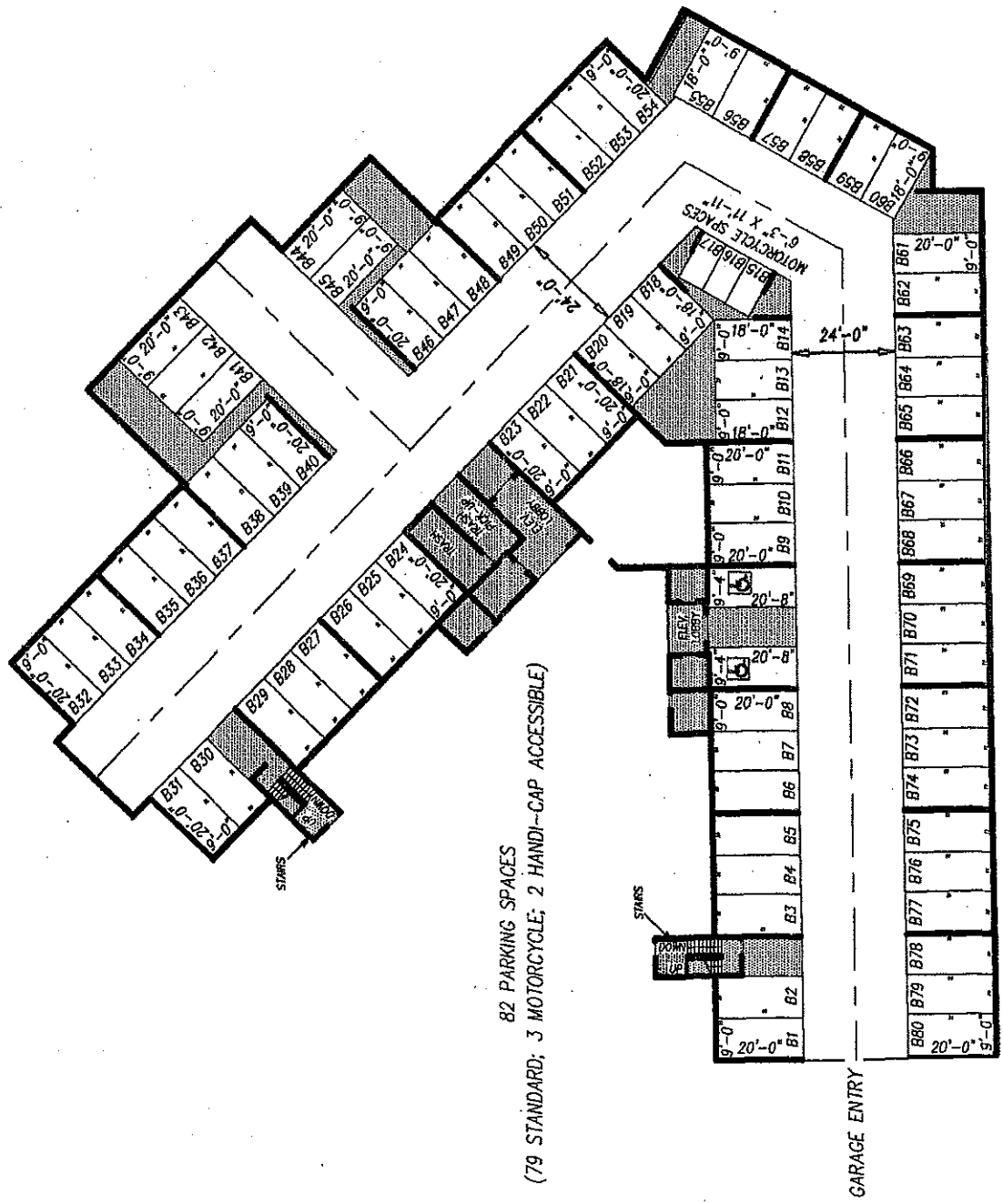
- NOTES:  
 1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED  
 2. UNIT DRAWINGS ARE TO SCALE  
 3. S.F. = SQUARE FEET  
 3. CLUB HOUSE SUBJECT TO DECLARATION OF COVENANTS

C DRAWN BY: JME SCALE 1/4" = 20 FEET

EXHIBIT "A"  
SHEET 5 OF 18

**KANE SURVEYING**  
 FLORIDA LICENSED BUSINESS No. LB 7179  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427  
 FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM LOWER LEVEL GARAGE DETAIL

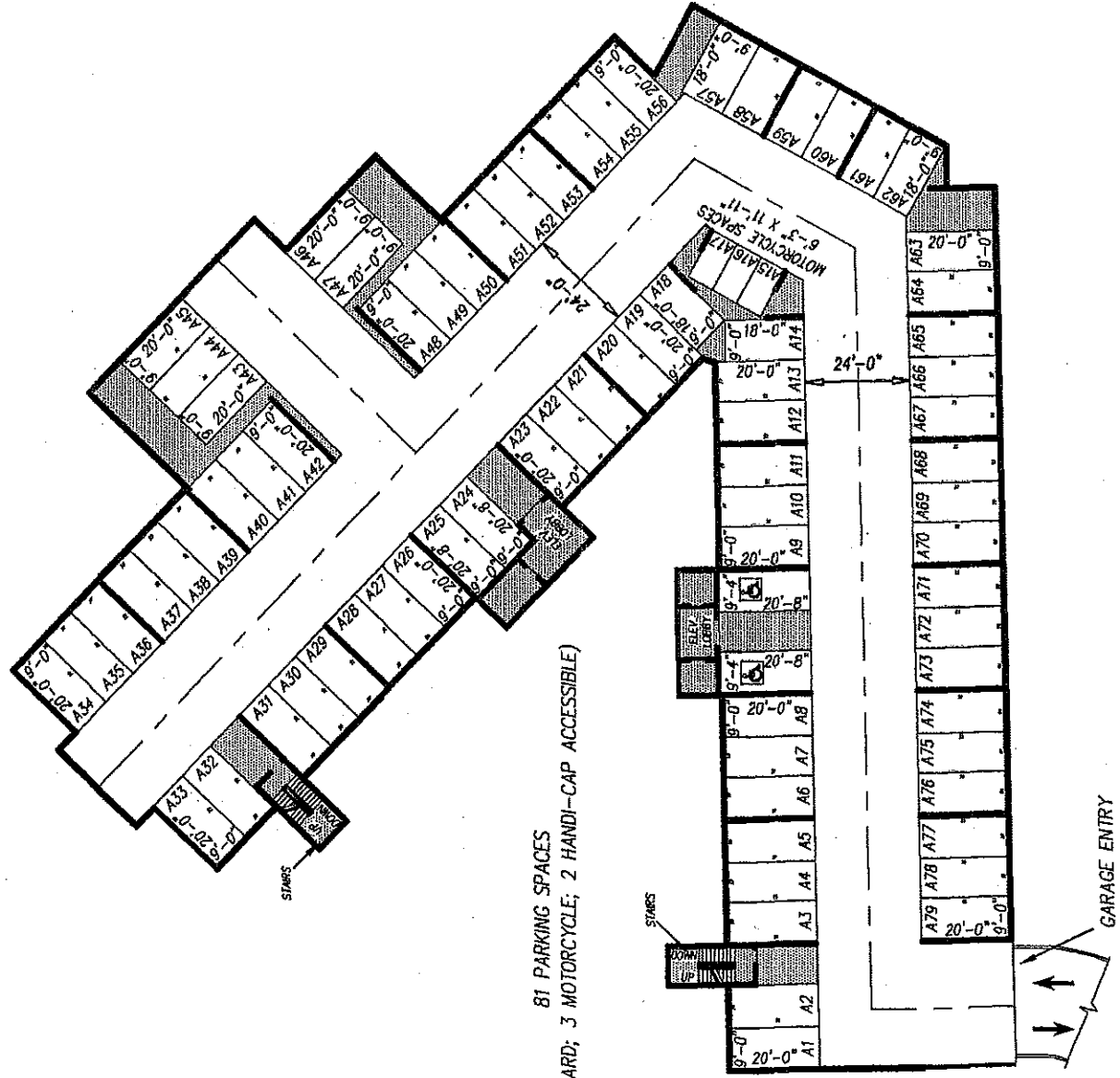


NOTES:  
 1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED  
 2. PARKING SPACES ARE LIMITED COMMON AREAS TO BE ASSIGNED BY THE DEVELOPER  
 3. UNIT DRAWINGS ARE TO SCALE  
 4. ELEV = ELEVATOR

EXHIBIT "A"  
SHEET 6 OF 18

**KANE SURVEYING**  
 FLORIDA LICENSED BUSINESS No. LB 7179  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427  
 FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM UPPER LEVEL GARAGE DETAIL



81 PARKING SPACES  
(76 STANDARD; 3 MOTORCYCLE; 2 HANDI-CAP ACCESSIBLE)

**LEGEND**

GENERAL COMMON ELEMENTS (GCE)

- NOTES:
1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
  2. PARKING SPACES ARE LIMITED COMMON AREAS TO BE ASSIGNED BY THE DEVELOPER
  3. UNIT DRAWINGS ARE TO SCALE
  4. ELEVY = ELEVATOR

DRAWN BY: JME      SCALE 1 INCH = 40 FEET

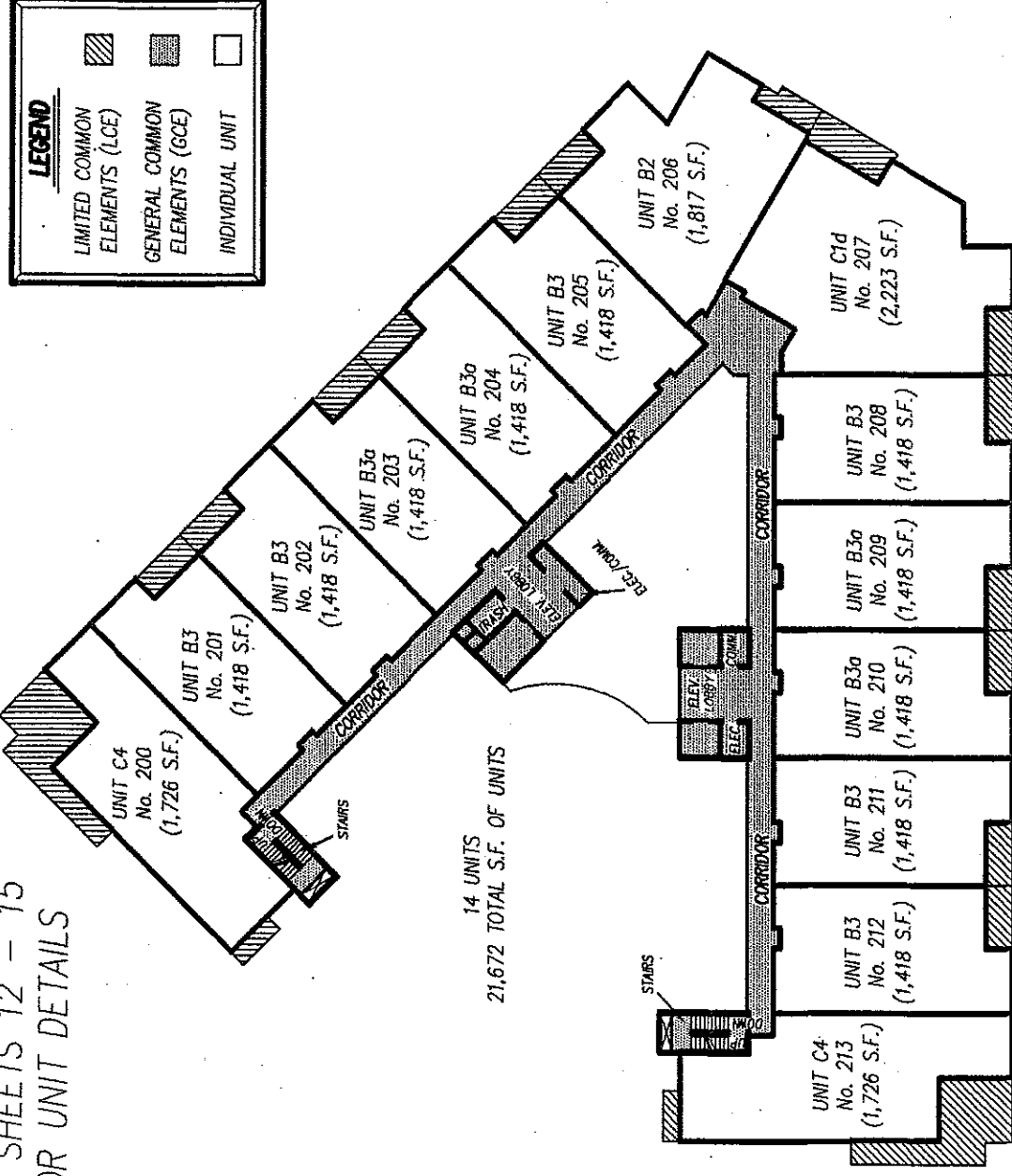
EXHIBIT "A"  
SHEET 7 OF 18

**KANE SURVEYING**  
 FLORIDA LICENSED BUSINESS NO. LB 7179  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427  
 FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM

## 2ND FLOOR UNIT LAYOUT

SEE SHEETS 12 - 15  
FOR UNIT DETAILS



DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN HEREIN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND THE BOTTOM OF THE UNFINISHED CEILING.

THE CONDOMINIUM UNIT DIMENSIONS SHOWN SHALL BE MEASURED AT INTERIOR UNFINISHED SURFACES.

DESCRIPTION OF COMMON ELEMENTS:

ALL LAND AND ALL PORTIONS OF THE IMPROVEMENTS SHOWN ON THESE PLANS NOT WITHIN ANY CONDOMINIUM UNIT OR LIMITED COMMON ELEMENT ARE PARTS OF THE COMMON ELEMENTS.

EACH CONDOMINIUM UNIT SHALL HAVE AS AN APPURTENANCE THERETO AN UNDIVIDED SHARE OF THE COMMON ELEMENTS A THE SAME ARE DESCRIBED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM.

DESCRIPTION OF LIMITED COMMON ELEMENTS:

THE TERRACES AND BALCONIES APPURTENANT TO EACH CONDOMINIUM UNIT ARE LIMITED COMMON ELEMENTS AND ARE RESERVED FOR THE USE OF THE CONDOMINIUM UNIT TO WHICH THEY ARE APPURTENANT, SUBJECT TO THE PROVISIONS, CONDITIONS AND RESTRICTIONS OF DECLARATION OF CONDOMINIUM.

NOTES:

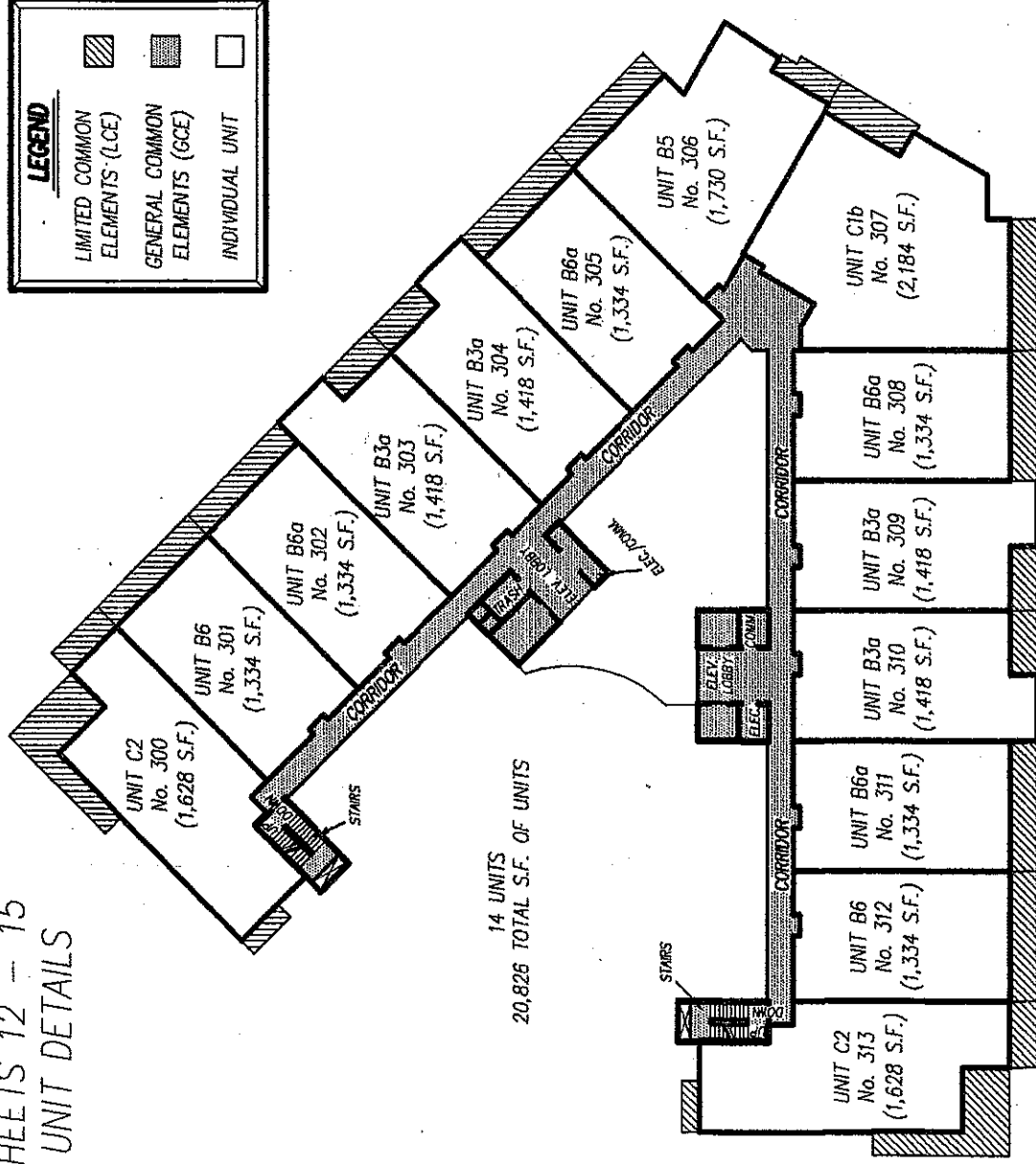
1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
2. BALCONIES ARE LIMITED COMMON AREAS FOR THE ATTACHED UNIT.
3. UNIT DRAWINGS ARE TO SCALE
4. No. = NUMBER
5. ELEV = ELEVATOR
6. ELEC = ELECTRIC
7. COMM = COMMUNICATION
8. S.F. = SQUARE FEET

EXHIBIT "A"  
SHEET 8 OF 18

**KANE SURVEYING**  
FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM 3RD FLOOR UNIT LAYOUT

SEE SHEETS 12 - 15  
FOR UNIT DETAILS



DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN HEREIN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND THE BOTTOM OF THE UNFINISHED CEILING.

THE CONDOMINIUM UNIT DIMENSIONS SHOWN SHALL BE MEASURED AT INTERIOR UNFINISHED SURFACES.

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EXHIBIT "A"  
SHEET 9 OF 18

## KANE SURVEYING

FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

DRAWN BY: JME

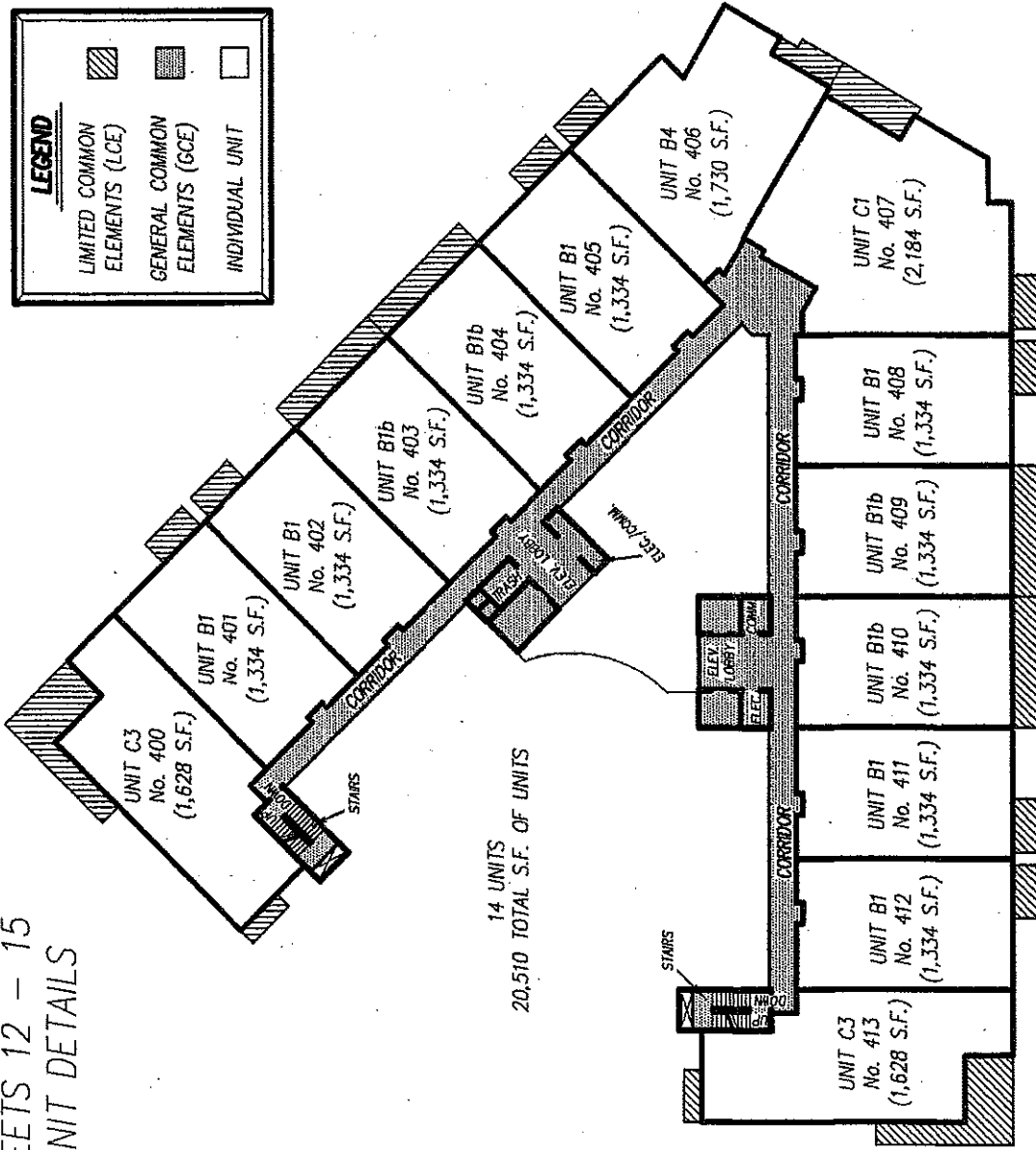
SCALE 1 INCH = 40 FEET

C

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM

## 4TH FLOOR UNIT LAYOUT

SEE SHEETS 12 - 15  
FOR UNIT DETAILS



DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN HEREIN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND THE BOTTOM OF THE UNFINISHED CEILING.

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DESCRIPTION OF LIMITED COMMON ELEMENTS:

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NOTES:

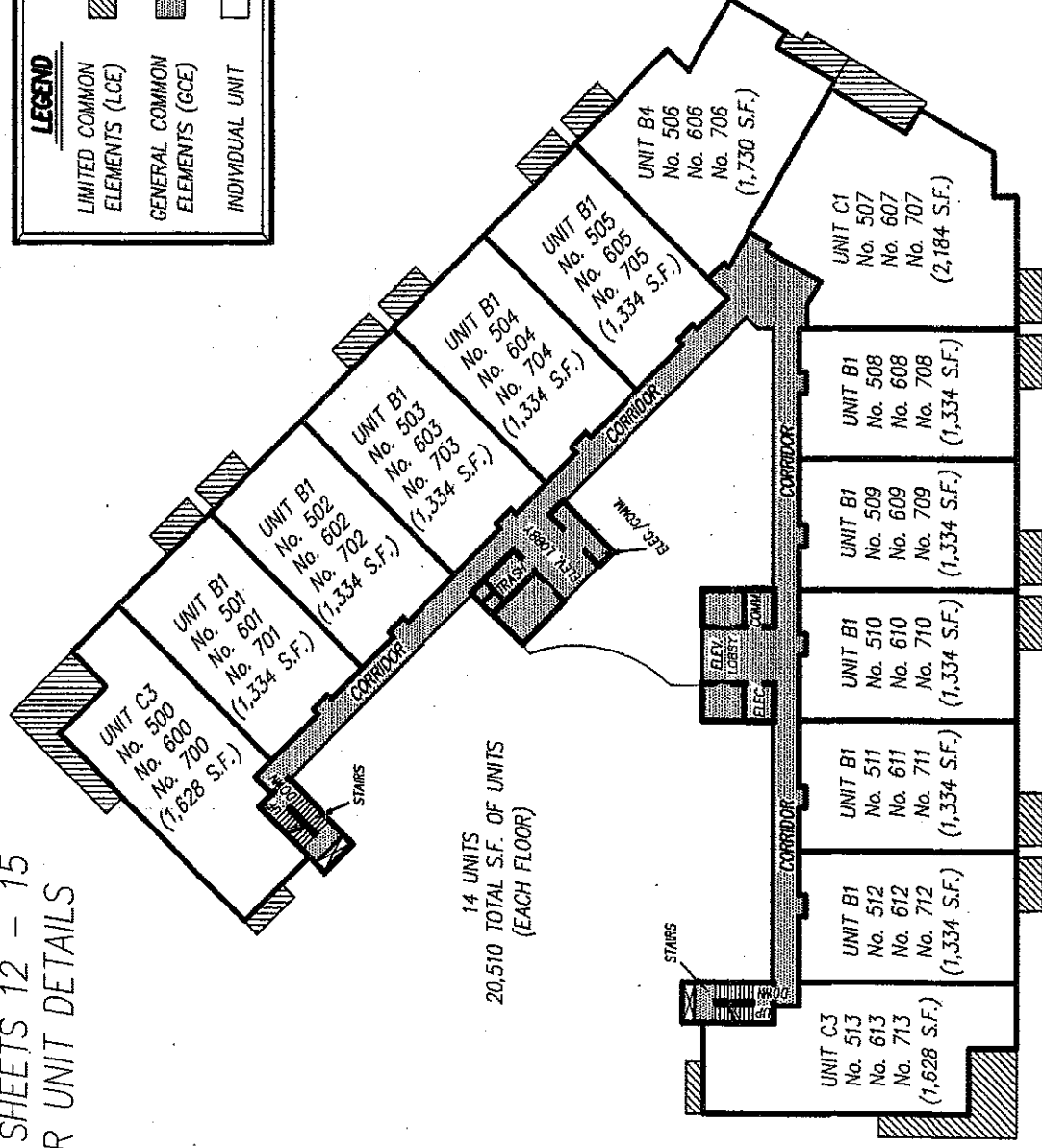
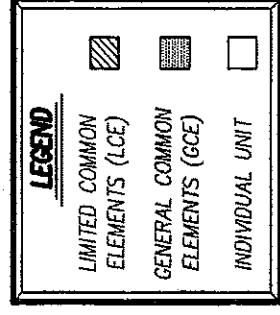
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EXHIBIT "A"  
SHEET 10 OF 18

**KANE SURVEYING**  
 FLORIDA LICENSED BUSINESS No. LB 7179  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427  
 FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM 5TH-7TH FLOOR UNIT LAYOUT

SEE SHEETS 12 - 15  
FOR UNIT DETAILS



DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN HEREIN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND THE BOTTOM OF THE UNFINISHED CEILING.

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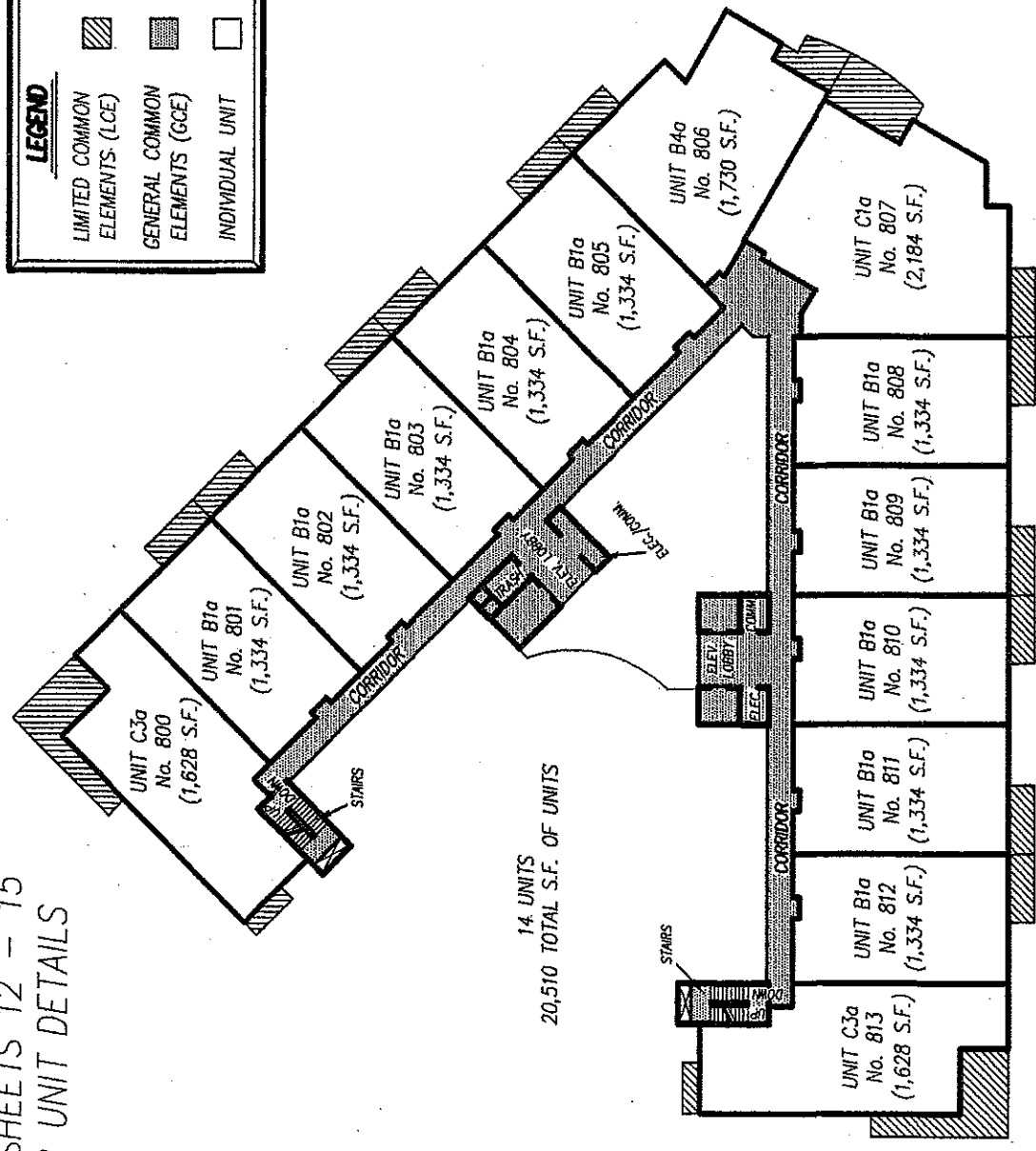
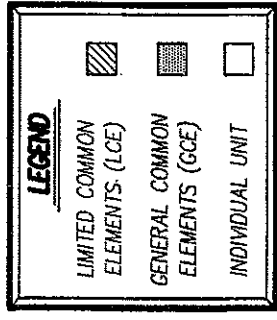
EXHIBIT "A"  
SHEET 11 OF 18

**KANE SURVEYING**  
FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM

## 8TH FLOOR UNIT LAYOUT

SEE SHEETS 12 - 15  
FOR UNIT DETAILS



DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN HEREIN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND THE BOTTOM OF THE UNFINISHED CEILING.

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NOTES:

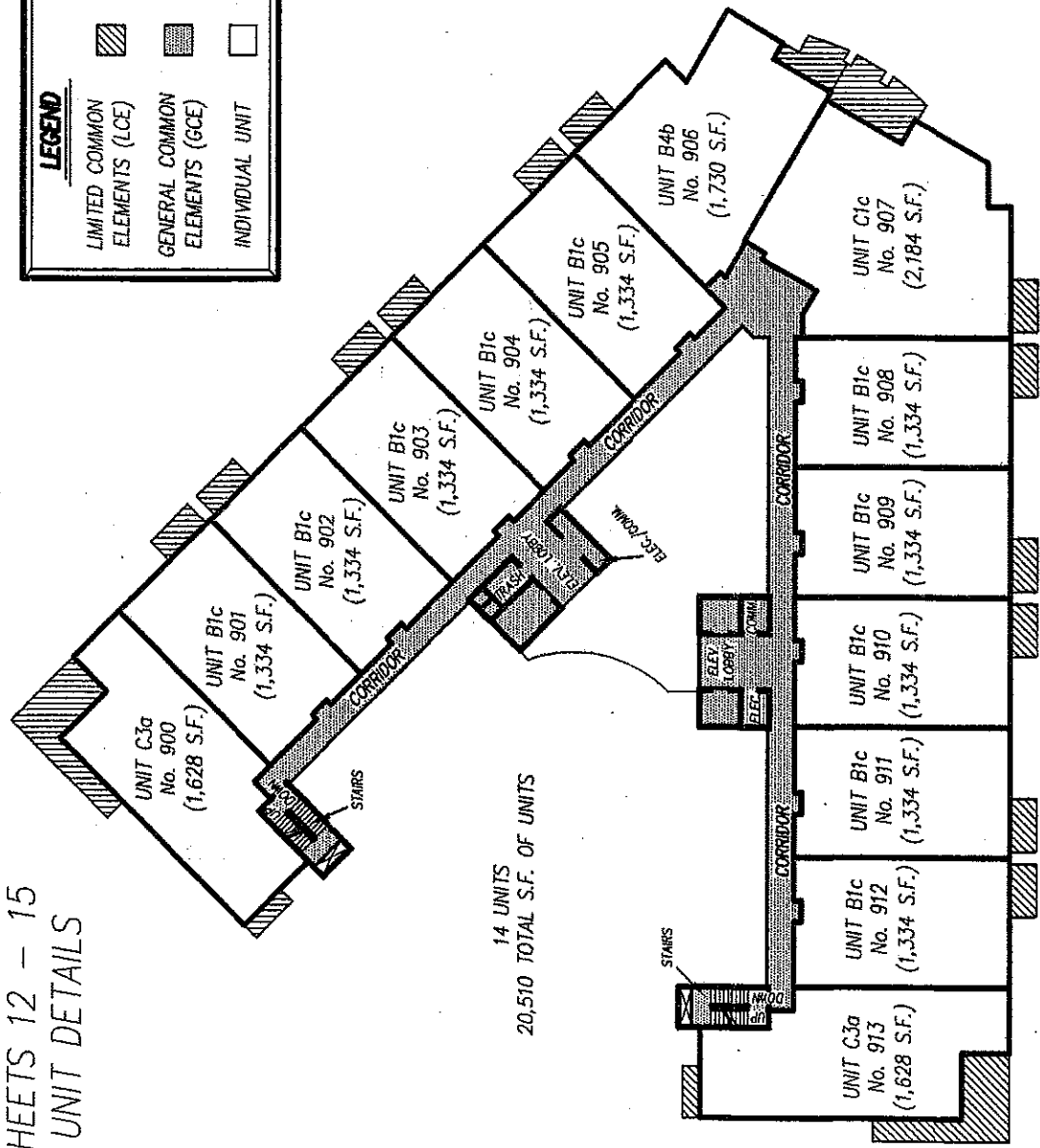
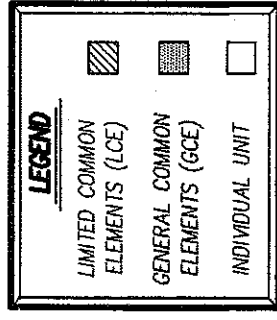
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7. COMM = COMMUNICATION
8. S.F. = SQUARE FEET

EXHIBIT "A"  
SHEET 12 OF 18

**KANE SURVEYING**  
FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM 9TH FLOOR UNIT LAYOUT

SEE SHEETS 12 - 15  
FOR UNIT DETAILS



DESCRIPTION OF CONDOMINIUM UNITS:

EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUND BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN HEREIN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND THE BOTTOM OF THE UNFINISHED CEILING.

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NOTES:

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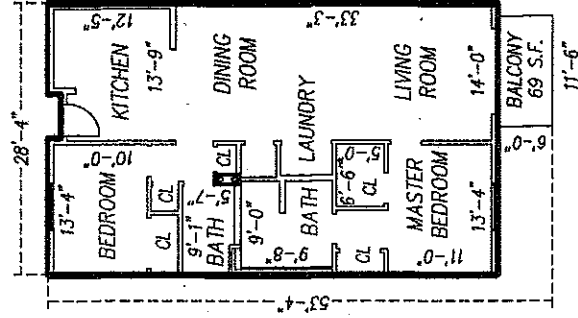
EXHIBIT "A"  
SHEET 13 OF 18

**KANE SURVEYING**

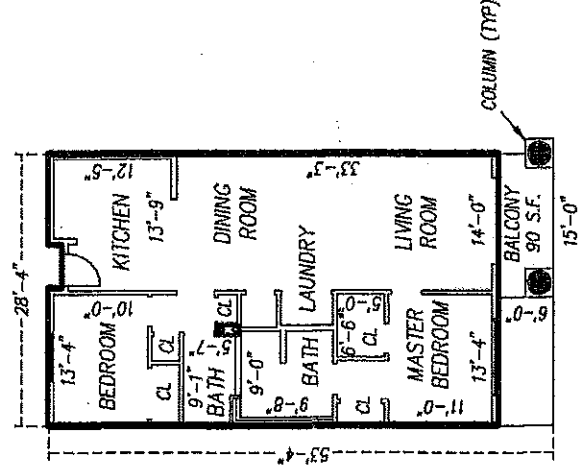
FLORIDA LICENSED BUSINESS No. LB 7179  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427  
FAX (321) 984-1448

# RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM

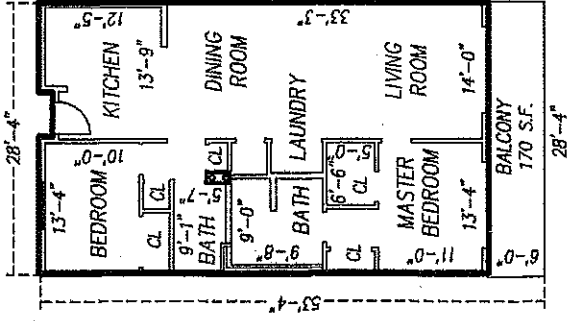
## UNITS B1-B3A UNIT DETAIL



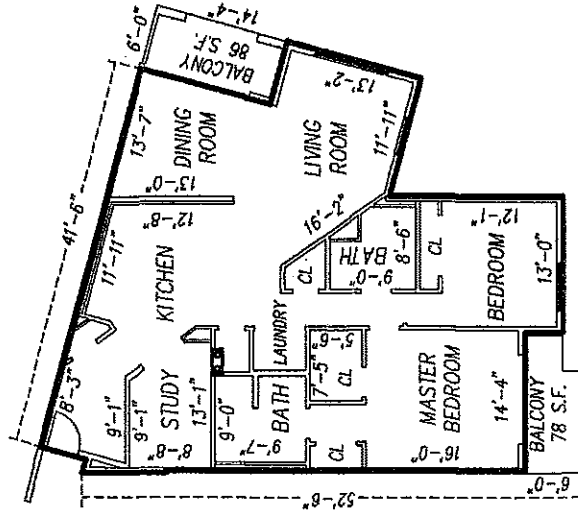
UNIT B1 & B1c (1,334 S.F.)



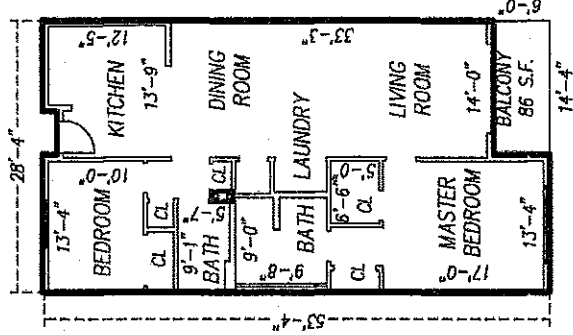
UNIT B1a (1,334 S.F.)



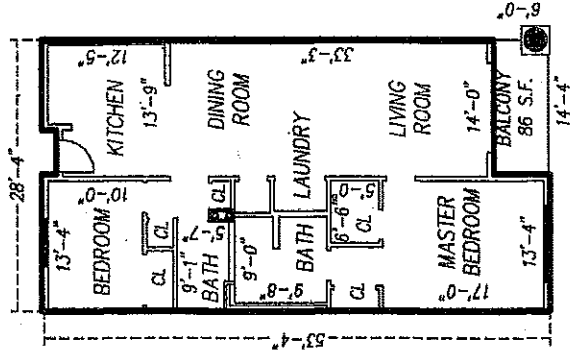
UNIT B1b (1,334 S.F.)



UNIT B2 (1,817 S.F.)



UNIT B3 (1,418 S.F.)



UNIT B3a (1,418 S.F.)

- NOTES:
1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
  2. HEAVY LINES INDICATE UNIT BOUNDARIES
  3. BALCONIES ARE LIMITED COMMON AREAS FOR THE ATTACHED UNIT.
  4. UNIT DRAWINGS ARE TO SCALE
  5. S.F. = SQUARE FEET
  6. TYP = TYPICAL
  7. CL = CLOSET

DRAWN BY: JME

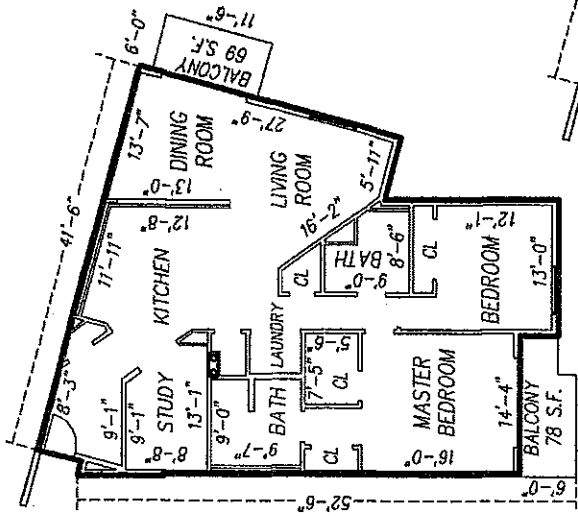
SCALE 1 INCH = 20 FEET

EXHIBIT "A"  
SHEET 14 OF 18

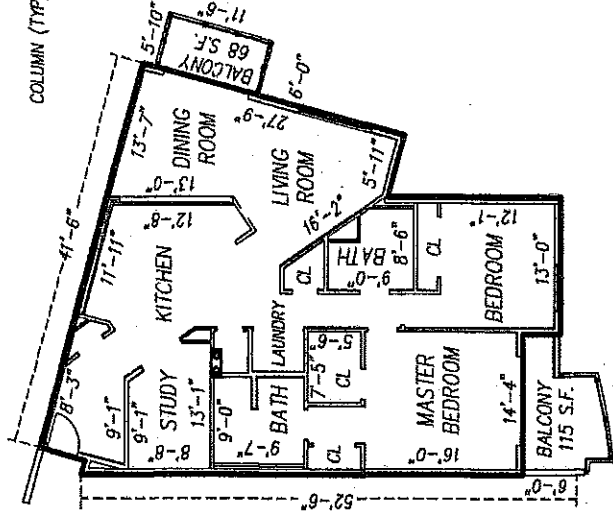
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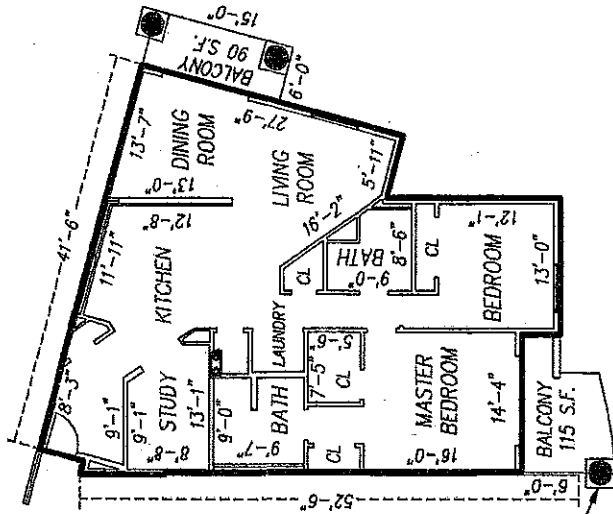
**RIVER FLY—IN CONDOMINIUM, a CONDOMINIUM  
UNITS B4—B6A UNIT DETAIL**



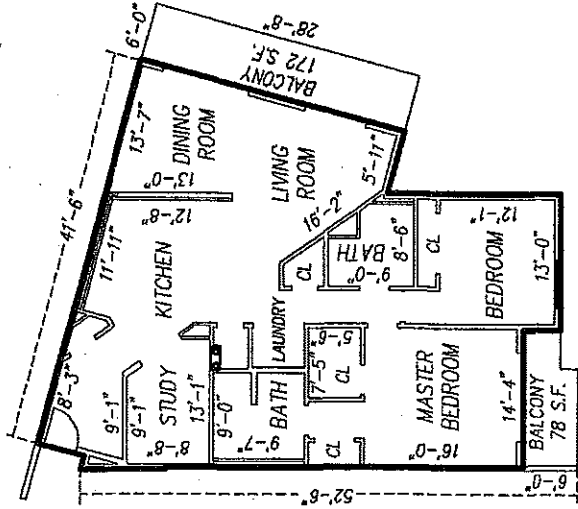
**UNIT B4 (1,730 S.F.)**



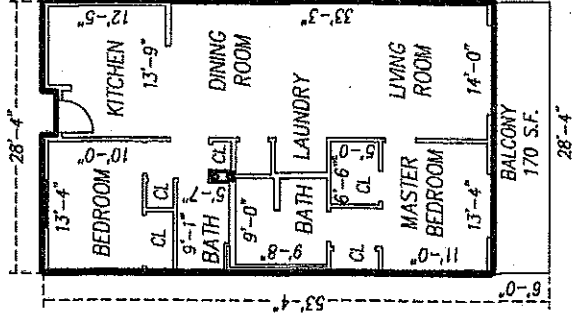
**UNIT B4a (1,730 S.F.)**



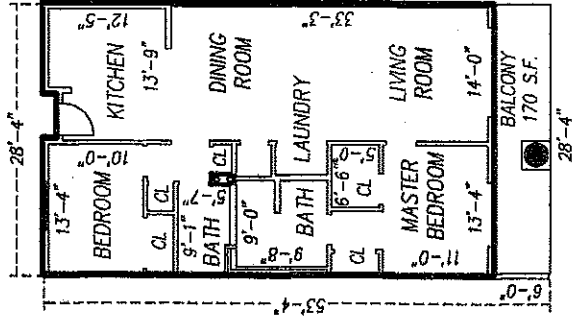
**UNIT B4B (1,730 S.F.)**



**UNIT B5 (1,730 S.F.)**



**UNIT B6 (1,334 S.F.)**



**UNIT B6a (1,334 S.F.)**

**NOTES:**

1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
2. HEAVY LINES INDICATE UNIT BOUNDARIES
3. BALCONIES ARE LIMITED COMMON AREAS FOR THE ATTACHED UNIT.
4. UNIT DRAWINGS ARE TO SCALE
5. S.F. = SQUARE FEET
6. TYP = TYPICAL
7. CL = CLOSET

C

DRAWN BY: JME

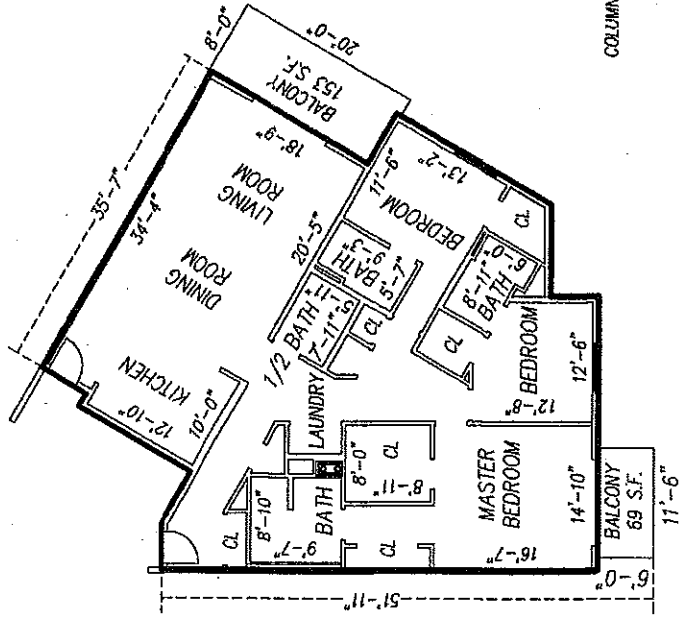
SCALE 1 INCH = 20 FEET

**KANE SURVEYING**

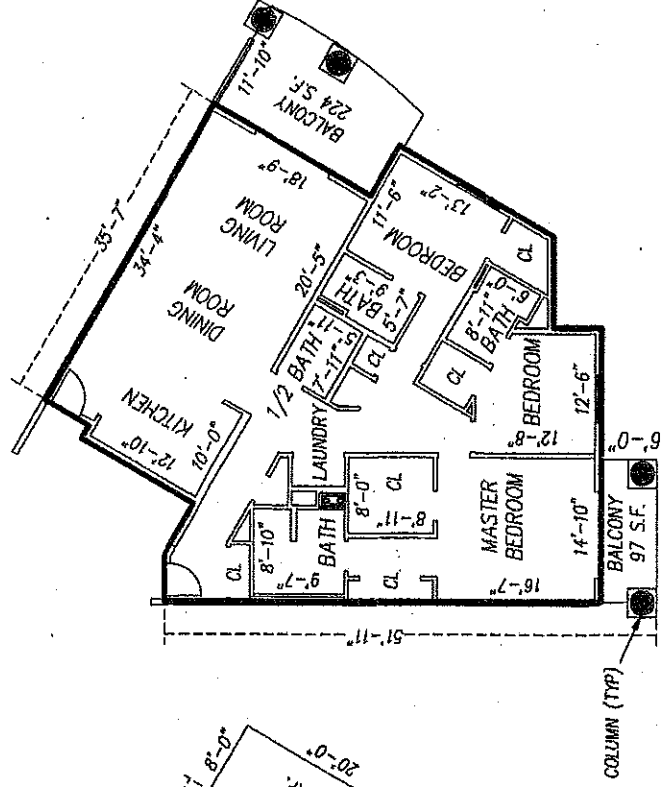
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EXHIBIT "A"  
SHEET 15 OF 18

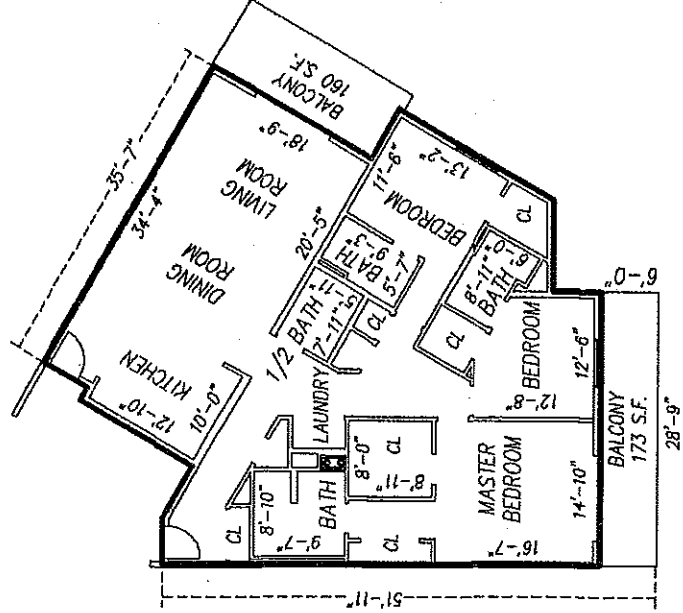
**RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM  
UNITS C1-C1c UNIT DETAIL**



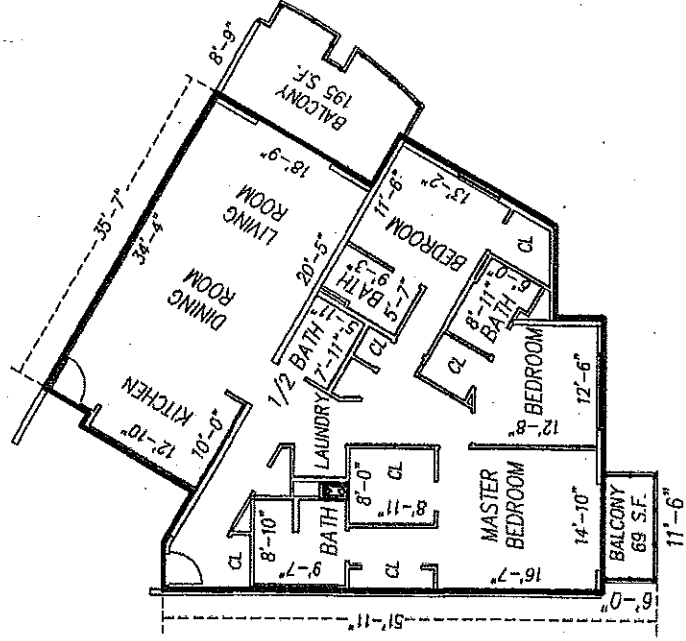
**UNIT C1 (2,184 SF)**



**UNIT C1a (2,184 SF)**



**UNIT C1b (2,184 SF)**



**UNIT C1c (2,184 SF)**

- NOTES:
1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
  2. HEAVY LINES INDICATE UNIT BOUNDARIES
  3. BALCONIES ARE LIMITED COMMON AREAS FOR THE ATTACHED UNIT.
  4. UNIT DRAWINGS ARE TO SCALE
  5. S.F. = SQUARE FEET
  6. TYP = TYPICAL
  7. CL = CLOSET

DRAWN BY: JME

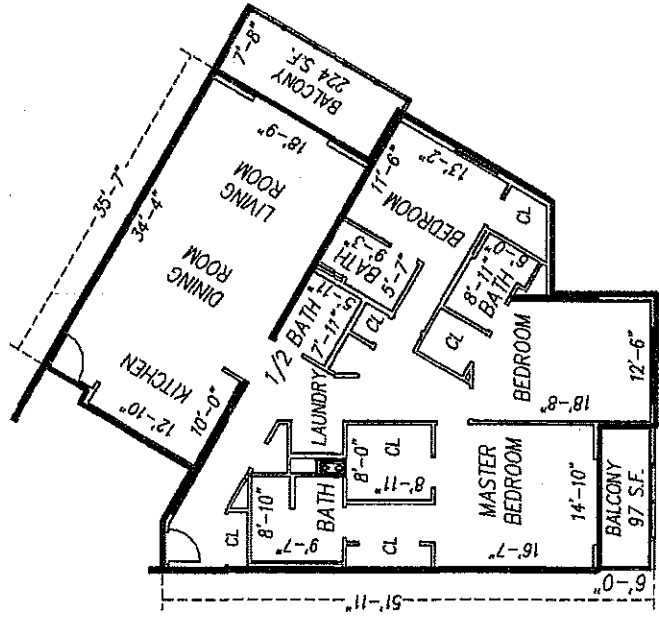
SCALE 1 INCH = 20 FEET

C

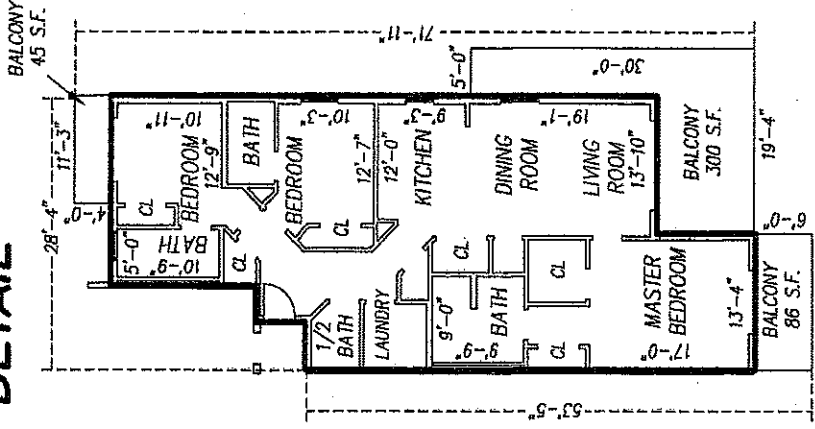
EXHIBIT "A"  
SHEET 16 OF 18

**KANE SURVEYING**  
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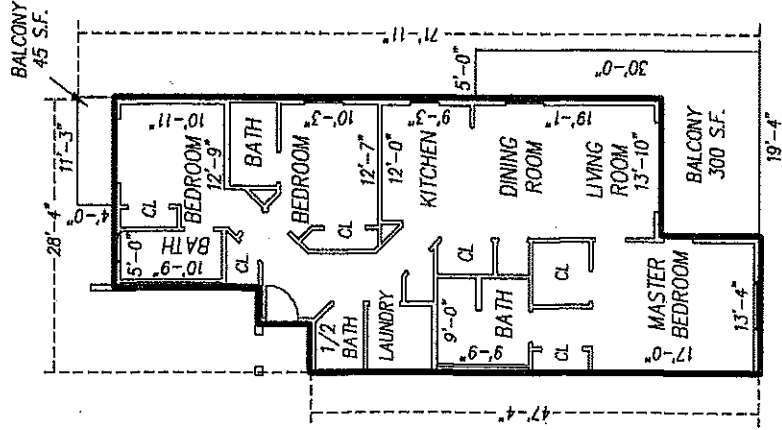
**RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM  
UNITS C1d-C4 UNIT DETAIL**



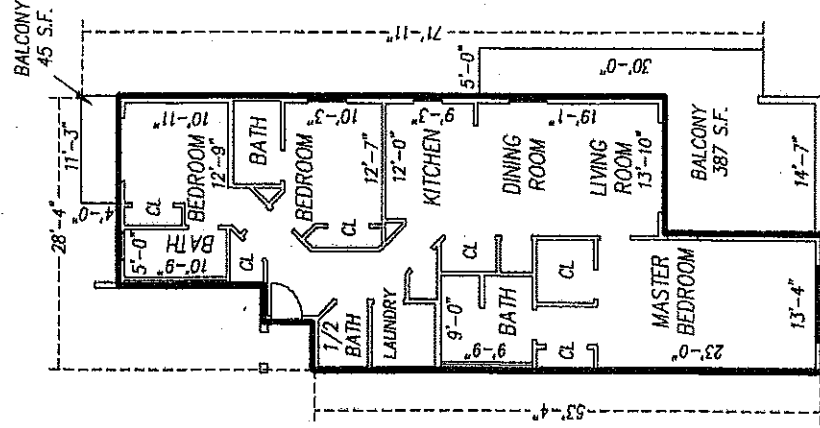
**UNIT C1d (2,223 SF)**



**UNIT C2 (1628 SF)**



**UNITS C3 & C3a (1628 S.F.)**



**UNIT C4 (1,726 S.F.)**

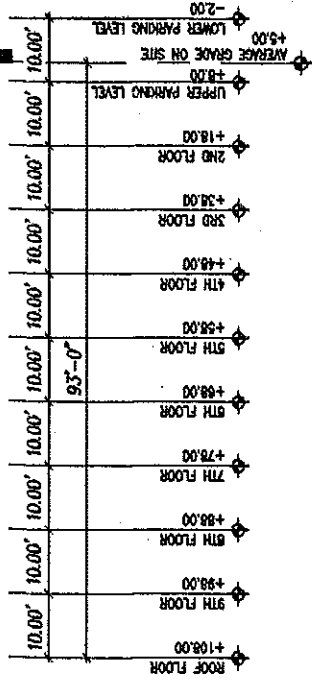
- NOTES:**
1. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED
  2. HEAVY LINES INDICATE UNIT BOUNDARIES
  3. BALCONIES ARE LIMITED COMMON AREAS FOR THE ATTACHED UNIT.
  4. UNIT DRAWINGS ARE TO SCALE
  5. S.F. = SQUARE FEET
  6. CL = CLOSET

**EXHIBIT "A"  
SHEET 17 OF 18**

**KANE SURVEYING**  
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RIVER FLY-IN CONDOMINIUM, a CONDOMINIUM

ELEVATION DETAIL



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EXHIBIT "A"  
SHEET 18 OF 18

DRAWN BY: JME

NOT DRAWN TO SCALE

C