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FREDA WRIGHT
CLERK OF CIRCUIT COURT
ST. JOHN RIVER CO., FLA.
Freda Wright, D.C.

DECLARATION OF CONDOMINIUM
OF
TIMBER RIDGE VILLAGE #1, A CONDOMINIUM

I.
SUBMISSION STATEMENT

TIMBER RIDGE, INC., a Florida corporation, the Developer of TIMBER RIDGE VILLAGE #1, A CONDOMINIUM, and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof entitled "LAND", hereby submits the same to Condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon terms and conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is:
TIMBER RIDGE VILLAGE #1, A CONDOMINIUM.

III.

LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

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

IV

OVERALL DEVELOPMENT PLAN

SECTION 1. PROJECT. This Condominium Project is six (6) condominiums to be located on adjacent Properties, and is to have approximately two hundred sixty-one (261) living units. TIMBER RIDGE VILLAGE #1, consists of forty-eight (48) units which are included in the said two hundred sixty-one (261) units. The Developer makes no guarantees that the improvements, other than indicated above, with amenities described herein will be built on the property. The Developer does guarantee, as long as it owns the land, that the

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unit owners, their invitees, lessees and guests may have ingress and egress across all condominium property. The Developer shall transfer to the Condominium Association all lands upon which the amenities described herein are situated, which said lands shall become common areas for the Condominium.

The legal description upon which the above condominium and amenities shall be contained is set forth in Exhibit #5 to this Declaration of Condominium.

SECTION 2. ASSOCIATION. The management of the Condominium shall be by the Association, which shall be a Florida corporation not-for-profit, entitled "TIMBER RIDGE VILLAGE I CONDOMINIUM ASSOCIATION, INC.", which Association shall act in accordance with Florida Statute 718.111. Each parcel of the adjacent properties submitted to condominium form of ownership under this Plan shall constitute a separate condominium, and each of the condominiums within the Project will be operated and governed by its own Association. The Condominiums shall have the benefits and burdens of easements for the right of use and enjoyment of all streets, roads and sidewalks within the Project, and there shall be an easement for the benefit of all owners within the Project for all water, sewer, telephone electrical and other utilities, and as otherwise provided herein or in the house rules. The Association has been created and shall be governed by the Articles of Incorporation attached hereto and made a part hereof as Exhibit #4.

Section 3. In the event subsequent condominiums are built on the adjacent land, the Developer contemplates the creation of a Community Association to administer certain common properties and each condominium association will be a member of the Community Association. Funds for the payment of common expenses incurred by the Community Association shall be collected by assessments against unit owners in the proportions or percentages provided in this Declaration. The unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

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V

IDENTIFICATION OF UNITS

Association property includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit

of its members. Condominium property means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium. The principal improvements on the real property submitted herewith to Condominium ownership consists of thirteen (13) one-story apartment building containing forty-eight (48) apartments.

The apartment each contain two bedrooms and two bathrooms in addition to other living areas contained within the boundaries of the apartment unit as described on the Condominium Plan. The Florida Room in each apartment may be converted into a third bedroom.

The privacy gardens, garages, swimming pools or fences/gates abutting apartment units are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Maintenance use and upkeep of each privacy garden, garage, swimming pool or fence/gate shall be the exclusive responsibility of the owner or owners of the unit to which that privacy garden, garage, swimming pool or fence/gate is appurtenant. The Developer will furnish no personal property for the privacy gardens garages, swimming pools or privacy fences, the privacy gardens will be approximately 16 feet by 23 feet and are used to enclose a landscaped area at the entrance to the unit. The privacy gardens will be constructed as part of the unit. The garages will be approximately 10 feet by 21 feet and are designed to house one (1) automobile. They are fully enclosed and will be constructed as part of the unit. The swimming pools will be an optional item for unit owners and will be constructed in accordance with all existing government regulations and in compliance with applicable engineering and health standards. They are designed for the use of a single family and restricted to the unit to which they are appurtenant. If selected by a unit owner, they will be constructed as part of the opting units. The actual dimensions are unknown but would be no larger than 20 feet by 32 feet, would be unheated, have a maximum depth of 5 feet with a 2 foot decking. The fences are utilized to enclose the privacy gardens and are 16 feet by 23 feet in length. The unit owner has the option to select the height and construction materials all in accordance with applicable government ordinances. The areas, rooms and spaces which are not within the boundaries of the Condominium apartment unit are common elements or limited common elements and shall

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be used, occupied, dealt with and managed as provided for in The Condominium Act, and hereafter in this Declaration of Condominium.

All parking facilities for apartment owners are located in parking fields adjacent to the building and shall be assigned in accordance with the provisions hereinafter contained in this Declaration of Condominium.

Each numbered apartment unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls.

The boundary lines of each apartment privacy garden or garage are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the fences/gates abutting the privacy gardens.

Each condominium parcel includes the undivided interest of each apartment unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit and the interest of each unit in any limited common elements appurtenant to that unit such as gardens, garages, swimming pools or fences/gates and parking space.

VI

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the apartments, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to this Declaration. Said Exhibit #1 has been certified to and in the manner required by Section 718.104(4)(3), Florida Statutes, The Condominium Act. Specifically included in the Common Elements is an area described as WATER MANAGEMENT TRACT "A" to be utilized for drainage and water retention purposes. Said tract is to be owned by the Community Association, if formed, or the Condominium Association in the event that no Community Association is created. The share

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of common elements of this condominium attributable to each condominium apartment if 1/48, and the share of common elements of the total condominium development is 1/261. Association property includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members. Condominium property means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

B. Limited common elements shall include the privacy gardens, garages, swimming pools or fences/gates and parking spaces. The parking spaces which are numbered 1 through 66 inclusive, are located in parking fields adjacent to the apartment buildings. One (1) parking space will be assigned to each apartment unit as a limited common element thereto in the manner hereinafter provided. Subsequent to the recording of the Declaration of Condo-

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minium, the Developer or the Condominium Association may assign the parking spaces in this Condominium to the various units and may record among the public records of Indian River County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the Condominium apartment or apartments to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said apartment or apartments without the written consent of the owner of the apartment or apartments to which they are appurtenant.

The Developer and the Condominium Association, in assigning from time to time the various parking spaces to or for each Condominium apartment, shall nevertheless be required to assign or reserve until assigning one parking space to or for each Condominium apartment in the Condominium. Combined apartments (apartments composed of more than one Condominium apartment as elsewhere mentioned or provided for in this Declaration) shall be entitled to the total number of parking spaces as they would be entitled to if such apartments were not combined. Any parking space not assigned as a limited common element shall, during the period when they are not assigned, be deemed common elements. Providing that each apartment shall have assigned to it the required number of parking spaces, the remaining parking spaces may be designated by the Condominium Association as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time direct and may be made available for guest parking. Parking spaces so designated common elements by the Association may with the approval of a majority of the whole number of apartment owners be designated by the Association as limited common elements to one or more apartments, providing that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association and sets forth that the approval of a majority of the whole number of apartment owners to such designation was obtained at a meeting of apartment owners (members of the Condominium Association)

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called at least in part for the purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes herein mentioned. From and after the recording of such designation among the public records of Indian River County, Florida, the subject parking spaces shall become limited common elements to the apartments to which they have been so assigned to the same effect and with the same results as if such designation had been made herein. In lieu of the procedure set forth herein-above for the designation of parking spaces as limited common elements, the Developer and/or the Condominium Association may assign specific parking spaces (the required number per apartment) to the apartments without recording such assignment and in such case the use of such parking spaces shall be restricted to the apartment owner or owners to which the space is so assigned.

In any case, each Condominium apartment shall have assigned or attributable to it not less than the number of parking spaces as specified in the foregoing provision. Covered parking spaces will be available at additional cost.

C. During such time as the Developer shall own any apartments in the Condominium and shall not have designated in respect of such apartments the required number of parking spaces, the Developer shall control and have the right in lieu of the Condominium Association to make all designations of parking. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated or owned by the Developer (or Developer's successor as Developer) the required number of parking spaces, then the Condominium Association shall not exercise the rights and authorities herein granted to the Condominium Association in respect of parking, but all such rights shall be exclusively exercisable by Developer. The Developer may at any time by an instrument in writing delivered to the Condominium Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. The Developer may relinquish the right to designate certain numbered spaces as limited common elements for the apartments.

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VII

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON
EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH APARTMENT

A. Each apartment unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in the Schedule contained in Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the Condominium apartment owners and the said apartment owners shall share in the common surplus in the proportions set forth in the Schedule contained in Exhibit #2 attached hereto and made a part hereof.

C. In the event of termination of the Condominium Regime, the Condominium property shall be owned in common by the unit owners in the same proportion as the ownership of common elements and common expenses.

VIII

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is TIMBER RIDGE VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association, or the Corporation. A copy of the Articles of Incorporation of the Association is appended hereto as Exhibit #4. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article XI of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the public records to be effective, unless such recording is otherwise required by law. No amendment to the Articles shall, however, change any Condominium parcel nor the share of common elements, common expenses or common surplus attributable to a parcel, nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment. In the event subsequent condominiums are built on the adjacent land, the Developer contemplates the creation of a Community Association to administer

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certain common properties and each condominium association will be a member of the Community Association.

IX

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Condominium Association which are annexed hereto as Exhibit 3 and made a part hereof. The By-Laws may be amended in the same manner and with the same vote as required for amendments to this Declaration.

X

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a Condominium apartment unit, whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VIII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium apartment and may not be transferred apart and separate from a transfer of the ownership of the apartment. Membership shall likewise automatically terminate upon sale or transfer of the apartment, whether voluntary or involuntary.

The owner of every Condominium apartment unit shall accept ownership of said apartment subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each apartment owner is entitled to one (1) vote in the Condominium Association for each apartment unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Articles of Incorporation and by the By-Laws of the Association (Exhibits #4 and #3 respectively).

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AMENDMENTS TO DECLARATION

A. Except as elsewhere provided herein, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the apartment owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of 2/3 of the total number of votes to which the apartment owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with the requirements of The Condominium Act. No amendment shall change any Condominium parcel or the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments. Any amendment to this Declaration of Condominium can in no way infringe upon, change or modify any of the terms and conditions established by the Condominium Association for the benefit of the total condominium project without 2/3 of the overall unit owners in all of the condominiums submitted to condominium form of ownership under the Development Plan set forth herein.

B. The provisions of Paragraph A above notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the apartment owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a Condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or

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parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provisions of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common expenses or ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error an apartment has not been designated an appropriate undivided share of the common elements, common expenses or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium documents required by law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the apartment owners voting at a meeting of apartment owners (members of the Association) called at least in part for the purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, modifies the shares of common expense, common elements or common surplus appurtenant to one or more apartments, then the owners of the apartments and the owners of liens upon the apartments for which changes in the shares of common elements, common expenses or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no apartment owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another apartment.

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XII

PURPOSE AND USE RESTRICTIONS

Condominium apartments shall be used and occupied by the respective owners thereof as single-family residences for themselves, their families and social guests and for no other purpose except where specific exceptions are made in this Declaration. No children under the age of thirteen (13) may reside in the condominium but they may visit for reasonable periods of time each year not to exceed thirty (30) days per calendar year. In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the Condominium property shall be restricted in accordance with the following provisions:

A. The apartments shall be used as single-family residences only. The various rooms of the apartment buildings and all rooms and facilities which are not limited common elements appurtenant to one or more Condominium apartments may be used for such purposes as shall be lawful and permitted by the Association. The designations of such rooms or space by a name such as "Lobby" shall be descriptive of the use to which the space or room may be put but shall not be deemed restrictive of the power of the Condominium Association to vary such use.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the apartment owners, and subject to such regulation by rules and By-Laws as may, in the opinion of the Corporation, achieve the maximum beneficial use thereof.

C. The Developer reserves to itself and to the Condominium Association the right to make such rules and restrictions as it deems necessary with regard to the use of the common elements.

D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Condominium property by residents.

E. No apartment owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.

F. No immoral, improper, offensive or unlawful use shall be made

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of the Condominium property nor of any Condominium apartment or any part thereof.

G. No "For Sale" or "For Rent" signs or other signs shall be displayed by any individual unit owner on his Condominium parcel or any part of the Condominium property.

H. Reasonable regulations concerning use of the Condominium property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all apartment owners.

XIII

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the apartments and to further the continuous harmonious development of the Condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the Condominium form of ownership under the laws of the State of Florida:

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

B. An apartment owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the apartment owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, lease or conveyance of a Condominium apartment unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval

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shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.

D. Failure of the Association to act within thirty (30) days of receipt of notice shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XIII shall apply to original and all successive sales, leases, transfers, subleases or assignments.

F. No apartment shall sell or lease nor shall approval be given until and unless all assessments past and due are paid, or their payment provided for to the satisfaction of the Association, and unless the proposed lessee can qualify as to the use restrictions.

G. If an apartment owner shall lease his apartment, he shall remain liable for the performance of all agreements and covenants in the Condominium documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a Condominium apartment unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association and the provisions of The Condominium Act.

I. Should any Condominium apartment at any time become subject to a mortgage or similar lien given as security in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said apartment, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above, provided, however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Condominium apartment of the share of the common elements and limited common elements or other appurtenances of said apartment. Once the Mortgagee mentioned above has sold, transferred or con-

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veded his fee simple interest to any person whomsoever, the provisions of Paragraphs C through F above shall again be fully effective with regard to subsequent sales or conveyances of said apartment.

XIV

RIGHTS OF HEIRS AND DEVISEES OF DECEASED APARTMENT OWNERS

A. If the owner of a Condominium apartment unit should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the Condominium apartment prior to his death, who is over the age of thirteen (13) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the apartment owner, the provisions of Article XIII of this Declaration notwithstanding.

B. If the title to the Condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

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C. Nothing in this Article XIV shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the apartment owner had not died.

D. Nothing herein shall prevent the sale and transfer of a Condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XV

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include, but not be limited to, costs and expenses and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the Condominium units individually, and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole); insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees and operating expenses of the Condominium property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual Condominium unit concerned); charges for utility and water used in common for the benefit of the Condominium; cleaning and security services for the common elements and limited common elements; expenses and liabilities incurred by the Association in and about enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the

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protection of the members and the Condominium property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections); and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by apartment owners in the portions or shares set forth in Article VII hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the apartment owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eighteen (18%) per cent per annum or the highest legally allowable rate.

F. In the event that assessments levied against any apartment owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent apartment owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

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XVI

LIEN OF THE ASSOCIATION

The Association shall have a lien on each Condominium apartment for

any unpaid assessment and interest thereon against the apartment owner of each Condominium apartment as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent apartment owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act.

XVII

PROVISIONS RE: TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the Condominium units and not upon the Condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium property, including common elements, limited common elements and the Condominium apartments. In such case, the tax will be apportioned against each unit according to the schedule of ownership of common elements contained in Exhibit #2 hereto and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium property as a whole instead of against each unit, it shall be treated as a common expense in accordance with the provisions of this Article XVII.

XVIII

MAINTENANCE AND REPAIRS

A. The owner of each Condominium apartment unit, at his own expense, shall see to and be responsible for the maintenance of his apartment and all equipment and fixtures therein, including, but not limited to, all air-conditioning equipment (including compressors for his apartment located within an apartment or on the common elements), and must promptly correct any

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condition which would, if left uncorrected, cause any damage to another apartment, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each apartment unit shall, at his own expense, be responsible for the upkeep and maintenance, including, but not limited to, painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the apartment (including its attached garages;) and such owner shall, at his own expense, maintain and replace when necessary all screening within his apartment and within the perimeter walls of his apartment and all window and plate glass in windows and plate glass in the perimeter walls of the apartment. The foregoing maintenance and repair obligations notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment owners with respect to their privacy gardens, garages, swimming pools or fences/gates, and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the privacy gardens, garages, swimming pools or fences/gates.

The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a privacy garden, garage, swimming pool or fence/gate as part of any overall program of maintenance and repair. Apartment owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own apartments from and including the fuse box applicable and servicing an apartment inward; that is to say, with respect to all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual apartment fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium with the exception that unit owners with privacy gardens, garages, swimming pools or privacy fences (all limited common elements) shall be responsible for the maintenance, repair and replacement of same. The Association shall have all the power necessary to discharge this responsibility

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and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

XIX

ALTERATION OF APARTMENTS

A. No owner of a Condominium apartment unit shall make or cause to be made any structural modifications or alterations to his apartment, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by an apartment owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. No apartment owner shall cause any improvements or changes to be made to the exterior of the building, including, but not limited to, painting, installing of electric wires, TV antenna or air-conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights in exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the apartment, without consent of the Association. No apartment owner nor any other person shall install upon the roof or exterior of the apartment building upon the Condominium property, or upon the common elements or limited common elements of the Condominium, any TV antenna, radio antenna, electric, electronic or electromechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Provisions of Paragraph A to the contrary notwithstanding, with the permission of the Condominium Association or of the Developer, abutting Condominium apartments may be physically combined into a single dwelling, but they shall, nevertheless, for all other pertinent purposes, including, but not limited to, assessments, attribution of common elements and voting, be deemed separate apartments. Apartments which have been or are combined to form one dwelling may be severed into their component parts (separate apartments) at any time the owner of the combined apartments so desires. Any construction

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or modification of the interior of such apartments as may be required to effectuate the severance of the combined apartments into separate apartments shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined apartments shall in any and all events be accomplished at the sole expense of the apartment owner or owners of the combined apartments and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association nor the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load-bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which will alter the exterior appearance of the Condominium apartment building in which the combined apartments being severed into its component parts is located or in which the separate apartments being combined are located.

C. Any alteration in apartments owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

XX

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

A. A special meeting of all of the apartment owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days, nor more than thirty (30) days' notice.

B. A vote of two-thirds (2/3) of the total number of votes of all members in the Association, in person or by proxy, shall be required to ap-

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prove and adopt the provisions allowing such alterations, improvements or additions.

C. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each apartment owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his apartment, as such shares are set forth in Exhibit #2 to this Declaration.

XXI

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each apartment owner as an assessment in accordance with the percentages set forth in Exhibit #2 to this Declaration. Each individual apartment owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own apartment. In accordance with the provisions of The Condominium Act, the liability of an apartment owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of an apartment shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

An apartment owner shall be liable for injuries or damages resulting from an accident in his own apartment to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of apartment owners with respect to the common elements and limited common elements, but also the liability of individual apartment owners with respect to the interior of their apartment, then the Association may obtain

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such liability insurance coverage protecting both the Condominium Association and the apartment owner against all liabilities for damage to persons and property whether occurring within or without an apartment, and the premium therefor shall be a common expense. If it shall appear that Condominium apartment owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all apartment owners, then the Association may require the individual apartment owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

XXII

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT
OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium property insured. The Condominium property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all apartments contained therein. A specific exception to the foregoing is that unit owners having privacy gardens, garages, swimming pools or privacy fences (all limited common elements) shall be responsible for insuring same and will furnish evidence of such insurance to the Association annually in the form of a paid receipt. The Association retains the right to insure the above described limited common elements if a unit owner fails to do so; to bill the unit owner for same and to collect for same as an assessment pursuant to the provisions of Paragraphs XV and XVI of this Declaration. In the event of a casualty damage to a unit where no insurance is applicable and the unit owner fails to repair or replace the damage as required, the Association shall have the right to do so and to bill the unit owner for same as an assessment and to collect pursuant to the provisions of Paragraphs XV and XVI of this Declaration. The insurance shall insure the interest of the Association and all apartment owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by standard coverage endorsement and such other risks of a similar or dissimilar nature as are

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customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association if authorized to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available. The foregoing provisions of this Paragraph A notwithstanding, the amount of coverages shall not be less than, nor the amount of deductibles more than, the amounts established therefor by the single owner and holder of the largest number of institutional first mortgages encumbering apartments in this Condominium. All insurance required under this Paragraph A shall be written on carriers acceptable to the single owner and holder of the largest number of institutional first mortgages encumbering apartments in this Condominium.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in the State of Florida designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the apartments in the Condominium (the term "majority" meaning the owners and holders of a majority in number of first mortgages encumbering apartments in this Condominium). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds.

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The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each apartment owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium property as hereinafter defined, the Association and the apartment owners shall repair, replace and rebuild the damage caused by casualty loss, the cost of which shall be borne by the apartment owners in proportion to the shares of the common expenses as set forth in Exhibit #2 to this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS. Immediately after a casualty damage to any part of the Condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single apartment, then it shall be the responsibility of that apartment owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly upon determination of deficiency, levy a special assessment against all apartment owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Exhibit #2 to this Declaration and against the individual apartment owners for that portion of the deficiency related to individual damaged apartments; pro-

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vided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged apartments, the Board of Directors shall levy the special assessment for the total deficiency against each of the apartment owners according to the percentages of common elements set forth in Exhibit #2.

If there occurs substantial damage to or destruction of all or a substantial portion of the Condominium property, and the unit owners elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium property" shall mean that two-thirds (2/3) or more of the apartment units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium property, the Condominium shall not be reconstructed unless two-thirds (2/3) of the unit owners shall agree thereto, in writing, within ninety (90) days after the casualty loss or damage occurs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear, and the Condominium property shall be removed from the provisions of The Condominium Act with the results provided for by The Condominium Act as amended dealing with termination, except as otherwise provided for in this Declaration. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by at least two (2) officers of the Association

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stating that the said ninety (90) day period has lapsed and the Association has not received the necessary writings from two-thirds (2/3) of the unit owners.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any Condominium apartment unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property. A majority of such mortgagees (as hereinabove defined in Paragraph B) may designate the bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the apartment owner as their interests may appear. The owner and holder of any first mortgage on any apartment shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the apartment or apartments encumbered by its mortgage or mortgagee, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefor.

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XXIII

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his Condominium unit must notify the Association of the name and address of his mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of Condominium parcels and the names of mortgagees holding mortgages on Condominium units. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his Condominium unit, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the Condominium unit encumbered by the mortgage owned by that mortgagee.

B. If the holder of a first mortgage of record or other purchaser of a Condominium apartment obtains title to the Condominium unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the Condominium unit so acquired or chargeable to the former apartment owner of the acquired unit which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the apartment owners, including such acquiror, his successors and assigns.

C. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage, it shall nevertheless for the purpose of this Declaration and the Exhibits annexed

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hereto be deemed an institutional first mortgage, and the holder thereof shall be deemed an institutional first mortgagee.

XXIV

DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. The provisions of Article XIII of this Declaration respecting sale, transfer and lease of Condominium units shall not be applicable to the Developer who is submitting the Condominium property to the Condominium form of ownership. The Developer has and reserves the right to sell, lease or rent Condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold units, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of Condominium units except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent units owned by it to any person or persons whomsoever, and the provisions of Paragraphs C through F of Article XIII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

B. So long as the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and

2. Any action by the Association that would be detrimental to the sale of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this paragraph.

C. Provisions of Article XII of this Declaration notwithstanding,

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Developer may retain and use as sales offices, models, or for purposes of otherwise promoting or effecting sales of any units or other interests in real property in TIMBER RIDGE VILLAGE, #1, A CONDOMINIUM, or for the conducting of any lawful business or activity attendant thereto, any units, common elements or limited common elements retained or owned by the Developer, or the use of which has been reserved to the Developer in this Condominium or by contract or otherwise lawfully enforceable as a contract obligation of the Developer against the Association or any unit owner other than Developer. The rights reserved to Developer herein shall include, but not be limited to, the right to designate units and/or other spaces within the Condominium as a contractor's office for the use of the contractor and subcontractors for such periods of time as Developer deems appropriate for purpose of contractor and subcontractors completing construction and all contractual obligations relating to construction of this Condominium and to the Condominium property. Furthermore, Developer reserves and shall have the right to allow its employees, servants, officers and business guests to use parking spaces within the Condominium property in conjunction with Developer's sales program.

D. For the purpose of this Article XXIV and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only TIMBER RIDGE, INC., a Florida corporation, as defined in Article I hereof, but also any of its parent and subsidiary corporations, if any, designated by it by instrument in writing to be considered the Developer or Marketing Agent herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a Developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate Developer appointed by the said TIMBER RIDGE, INC., as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate Developer is to have the rights, duties, obligations and responsibilities, in whole or in part

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of the Developer hereunder, together with the said TIMBER RIDGE, INC., providing that such instrument in writing shall be executed by such successor or alternate Developer indicating its consent to be so treated as the "Developer".

E. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph D above.

XXV

RECREATIONAL FACILITIES

There is available at additional cost an optional membership in the Timber Ridge Tennis Ranch with facilities that include a recreation building, swimming pool and tennis courts. Acquisition of such membership will be evidence that the members agree to abide by the rules and regulations adopted from time to time and to pay the fees assessed.

XXVI

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association, or of The Condominium Act, shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

XXVII

TERMINATION

The provisions for termination contained in Paragraph F of Article XXII of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominiums.

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XXVIII

EASEMENTS FOR ENCROACHMENTS

All the Condominium property and all the Condominium apartments and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium property, which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

XXIX

SPECIAL PROVISIONS REGARDING ASSIGNMENT

OF PARKING AND TRANSFER OF PARKING SPACES

A. The provisions of Article XIII, "CONVEYANCES", of this Declaration to the contrary notwithstanding, Condominium apartment owners from time to time may convey and transfer their rights in and to the parking spaces constituting limited common elements appurtenant to their apartments among themselves; that is to say, from one Condominium apartment owner to another, with the written consent of the Condominium Association, which consent shall not be required when the transfer is to or from the Developer, and with the written consent of the holders of any mortgages encumbering the apartment from which the parking space is being transferred, with the following limitations and in the following manner:

1. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the Condominium apartment units involved shall have not less than one (1) parking space appurtenant thereto as limited common elements or otherwise reserved thereto. The limitations of this Subparagraph 1 do not apply to the Developer.

2. No portion of the common elements attributable to an apart-

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ment shall be transferred or conveyed from one apartment to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements as set forth in Exhibit #2 to this Declaration shall in no way be varied or changed with respect to any apartment for reason of the transfer or conveyance of a parking space.

3. Such a transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and transferee. It shall identify the transferor by name and as the apartment owner of a specific Condominium apartment and identify that Condominium apartment by its apartment and building number. It shall also demonstrate the name of the transferee by name and as the apartment owner of a specific Condominium apartment and identify that Condominium apartment in the same manner. It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant to the apartment owned by the transferor to the transferee for the purpose of having the particular space become a limited common element appurtenant to the Condominium apartment owned by the transferee. It shall further set forth the consent of the transferor to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's Condominium apartment subject in full to the provisions of the Declaration of Condominium.

4. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida. If the assignment of parking spaces has been recorded among the public records, then the deed of conveyance shall be promptly recorded and shall be effective upon recording. If the assignment of parking spaces has not been recorded among the public records, then signed copies of the deed of conveyance shall be delivered both to the grantee (transferee) and to the Association and shall be effective upon completion

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of such delivery.

5. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in Paragraph 3 above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the public records of Indian River County, Florida. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the public records of the State of Florida.

6. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this Article XXIX, and the consent of the Condominium Association shall likewise been given and so recorded, the Declaration of Condominium and, in particular Exhibit #1 hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this Article XXIX, the provisions of Article XI, "AMENDMENTS TO DECLARATION", to the contrary notwithstanding. If the designations of parking spaces have not been recorded, then conveyances of parking spaces shall not be recorded and no amendment contemplated herein shall be required or deemed to have occurred.

7. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a Condominium apartment or any part or share thereof to any person or persons whomsoever, except the limited common elements which constitute parking spaces may, as herein provided, be conveyed between apartment owners provided that at no time may such parking spaces or any of them be owned in whole or in part by any person or persons who are not Condominium apartment owners, except the Developer. The Developer may exchange parking spaces assigned to it in respect of Condominium apartments owned by it or parking spaces not yet assign-

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ed by it for parking spaces previously assigned to other apartment owners without the Condominium Association's approval. Any transfer or conveyance of a parking space by any person except the Developer, with or without the consent of the Condominium Association to any other person or persons who is or are not Condominium apartment owners, except transfers or conveyances to the Developer, shall be totally void.

B. The provisions of Article VI, Paragraph B, to the contrary notwithstanding, the Condominium Association shall not have the right to assign any of the parking spaces in this Condominium during the time the Developer or any successor Developer shall own any apartments in this Condominium whether or not such apartments are held or offered for sale until the expiration of two (2) years after the date of the sale and conveyance of the last apartment in this Condominium to other than the Developer or successor or alternate Developers. The Developer may, by instrument in writing, relinquish its control over the assignment of parking sooner than the expiration of the period of time hereinabove set forth. Such instrument shall be effective to transfer to the Condominium Association the power and authority to assign then unassigned parking spaces as appurtenances to the various Condominium apartments.

XXX

SPECIAL INSURANCE AND MAINTENANCE PROVISIONS

A. PLATE GLASS INSURANCE. The Condominium Association may in the exercise of its discretion and from time to time determine that plate glass within the perimeter walls of the Condominium apartments may be more economically insured by the Condominium Association under such coverages as the Association shall obtain as elsewhere provided in this Declaration, and, in such case, the Condominium Association shall be deemed to have an insurable interest in such plate glass. Upon such determination by the Condominium Association and until otherwise determined by the Association, it shall be the Association's obligation and expense to repair or replace such plate glass as is damaged through casualty loss which is so insured or which may be so insured. Otherwise, and in the absence of the Association making the determination as set forth herein, the replacement of the plate glass in the perimeter walls of

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a Condominium apartment for reason of damage or destruction through casualty loss shall be the apartment owner's responsibility, except that in any and all events, loss or damage occasioned by fire shall be the responsibility of the Association. It shall be deemed a sufficient determination by the Association, and no special act of the Association shall be required, if the Association shall undertake insuring such plate glass for casualty losses to such plate glass, whether or not such plate glass coverage is specifically set forth therein, and whether or not there shall be any deductible clause. Nothing herein shall be deemed to alter the Condominium apartment owners' obligations for maintenance of the plate glass in perimeter walls where that obligation otherwise exists. For the purposes of this Paragraph A, the term "plate glass" as used herein is descriptive of all glass in exterior perimeter boundaries of Condominium apartments in picture windows and sliding glass doors, as opposed to window panes, and is not descriptive of the process whereby glass is manufactured or prepared (e.g. "float" process).

B. MAINTENANCE CONTRACTS. If there shall become available to the Condominium Association a program of contract maintenance for all appliances and/or all air-conditioning compressors and/or air handlers serving individual Condominium apartments which the Association determines is to the benefit of the Condominium apartment owners to consider, then upon resolution of the apartment owners at which a quorum is present, or by a majority of their whole number in writing, the Condominium Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Condominium Association determines that the program may be undertaken by the Association for the benefit of Condominium apartment owners who elect to be included in the program, then the Association may undertake the program without the consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the apartment owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual apartment owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the

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apartment owners electing in such written undertakings as the Association shall deem proper to evidence the said apartment owners' obligations to the Association for their proportionate share of the costs of such program.

XXXI

MISCELLANEOUS PROVISIONS

A. COMMENCEMENT OF DEVELOPER'S OBLIGATIONS. Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

1. The Developer as the owner of any Condominium apartment shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the Condominium apartments owned by the Developer except as set out in this Paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. Developer shall be obligated to pay that portion of those common expenses attributable to such apartments owned by it which are collected for the express purpose of paying or providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium property, if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association.

2. The Developer or other person owning Condominium apartments or having an obligation to pay common expenses may be excused from the payment of his share of the common expense which would have been assessed against his apartment during the period of time that he shall have guaranteed to each apartment owner, or in the case of a Developer, that the assessment for common expenses of the Condominium imposed upon the apartment owners will not increase over a stated dollar amount, providing that the Developer or such other persons shall obligate themselves to pay any amount of common expenses incurred during that period (of the guarantee of maintenance) and not produced by the assessments at the guaranteed level received

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and receivable from other apartment owners. The agreement of the Developer may be contained in the Purchase Agreement for Condominium apartments in the Condominium heretofore and hereafter executed with Developer. Persons, other than the Developer or specific designee of the Developer, may be excused from payment as aforesaid, but only if both the Developer and the Condominium Association shall approve.

B. RIGHT OF ENTRY. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the Condominium apartments at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium property, or to abate emergency situations which threaten damage to the Condominium property, or any of it.

C. CONTRACTUAL LIENS AUTHORIZED. Each Condominium apartment owner in this Condominium is authorized to grant liens upon his respective Condominium apartment to secure the payment of his share (or the share attributable to his Condominium apartment in the appropriate cases) of any fees, dues, charges or other exactions which the Condominium apartment owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any contracts or other undertakings obtained by the Condominium Association for the use of the Condominium apartment owners by any means whatsoever. So long as such a lien encumbers an apartment, the owner of that apartment may not vote for voluntary termination of the Condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the Condominium form of ownership as provided for by law or by the terms of this Declaration, the said lien so created shall attach to the undivided interests in the Condominium property resulting from termination, held by the Condominium apartment owner creating such lien or owning an apartment encumbered by such lien. This Paragraph C shall be liberally construed to grant Condominium apartment owners maximum authority to grant the liens herein mentioned for the purposes herein provided and shall not be construed in any way to restrict the powers or authorities of the Condominium apartment owner nor to require any particular form for the creation of such liens, but Condominium apartment owners shall, in addition to the powers and authorities created herein, have the power and authority to create liens on their apartments which they would otherwise have had, had this -----(continued on next page)

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Paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this Paragraph shall take priority from the recording of the document among the public records of Indian River County, Florida, creating that lien. This Paragraph shall not be construed to cause or allow liens created under the authority of this Paragraph to become effective earlier than the aforementioned recording of the document creating such lien and neither this Paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

D. EASEMENTS. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder or consent of any apartment owner or of the Condominium Association, easements upon the Condominium property for public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the publicways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements by filing among the public records of Indian River County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved to or granted to it in this Paragraph D.

E. SPECIAL PROVISIO RE: PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the apartment owner or owners to which such parking space is assigned as an appurtenance (limited common element) to their apartment, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the Condominium apartments to which they are appurtenant as limited common elements. The adoption of the rules and regula-

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tions mentioned in this Paragraph must be approved by a vote of two-thirds (2/3) of the total number of Condominium apartment owners and, in addition, so long as the Developer or successor Developer shall own five (5) or more Condominium apartments, no such rules and regulations shall be adopted without the consent of Developer.

F. ASSOCIATION MAY WAIVE LEASEHOLD RESTRICTIONS. The provisions of Article XIII of this Declaration with respect to the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all apartment owners, upon recommendation of the Association approved by resolution of the membership (unit owners). Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in Article XIII without approval of the membership being required. By a three-fourths (3/4) vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of apartments in addition to those contained in Article XIII, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

G. MASTER TELEVISION ANTENNA. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service to be given to the owners, or occupants of improvements to real property in the vicinity of the Condominium, upon such terms and conditions as the Board of Directors shall approve, including, but not limited to, the authority of the Association to enter into a master television service contract in which the cost shall be treated as a common expense. This authority is granted in realization of the fact that a master television antenna may be able to serve the Condominium apartment owners as well as persons residing on other improved property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium property as the Board of Directors shall approve to effectuate the intentions

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of this Paragraph. Apartment owners shall have the right to have cable television service extended and provided within their apartments, if the same becomes available, without action of the Board of Directors and such service may be brought to the apartment owners requiring or desiring such service over the common elements of the Condominium and as other utility services may be extended to the Condominium apartments, providing that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them. Nothing in this Paragraph shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this Condominium.

H. MODIFICATION OF BOUNDARIES BETWEEN ABUTTING UNITS. With written consent of the Condominium Association and with the written consent of their mortgagees, if any, the owners of abutting Condominium units may agree, by instrument in writing, to move the boundary between their abutting units in such a manner as to include additional rooms or spaces in one unit and to exclude them from the other. Such writing shall have as an exhibit thereto an architectural or engineering drawing certified to in the manner required by The Condominium Act of the State of Florida demonstrating the new boundary lines between the two units and otherwise certified to in the manner required by law. The document establishing the new boundary lines shall also redistribute between the two units involved the common elements, limited common elements and common expense in a reasonably equitable manner such that totals of each of those items as reassigned to the two units shall equal the same totals previously assigned to the two units. The instrument creating the new boundary lines shall be executed with the formality required for deeds by all the unit owners of the units involved, all the mortgagees thereon, and by the Condominium Association, except that the said mortgagees and/or the Condominium Association may demonstrate their consent by a separate instrument in writing similarly executed. The said instrument and consents shall be filed among the public records of Indian River County, Florida, and shall constitute an amendment to the Declaration of Condominium which shall be effective from

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and after its recording and shall not require the consent to or any vote of the membership. Nothing herein, however, shall be deemed to grant authority for any amendments to this Declaration of Condominium except in the manner elsewhere provided for such amendments except in the specific and limited case herein described, to-wit: the modification of the boundary lines between abutting Condominium units, for the purpose of including additional rooms and spaces in one unit and to exclude them from the other. The Condominium Association's approval may be conditioned upon the said unit owners adequately providing for entrance modifications in the perimeter walls of the two units where the changes are to be made, and assurances by the unit owners to the Association that all costs and expenses thereof will be borne in full and paid for by the said unit owners. Nothing herein shall require the Association to give its approval to the amendment contemplated herein if the modifications in the units required to effectuate the change of boundary lines would in any way endanger the structure, violate applicable zoning laws, rules and regulations, or result in a unit whose interior area is less than that of the smallest Condominium unit in the Condominium. Otherwise, the Condominium Association shall not unreasonably withhold its approval. So long as the Developer shall own any abutting units, the Developer may, in lieu of the Condominium Association, grant the approvals herein required with respect to those units. Such approvals shall be binding on the Condominium Association providing only that before the amendment is recorded and the reconstruction or the modification of the units undertaken, the Condominium Association shall be given reasonable assurance that the costs and expenses of the reconstruction or modification will be fully paid for by the unit owners and that the modifications do not violate applicable zoning laws, rules and regulations nor endanger the structural integrity of the building in which the modifications are being made. It shall not be necessary for any document to be placed of record to evidence such assurances, conformity with zoning laws, rules and regulations or proof that the structural integrity of the building is not endangered for the amendment to be effective. The recording of the amendment without such statements or assurances shall be presumptively sufficient providing only that in the event approval is given by the

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Developer rather than the Condominium Association that said approval contains a statement by the Developer that the Condominium Association had been given at least twenty (20) days' written notice of its intention or the intention of the unit owners to record the said amendment by the delivery or mailing to at least two (2) Directors of the Condominium Association, other than the Developer or the Developer's officers or employees (if there be any), of a copy of the amendment in proposed form.

I. RESTRICTION ON AMENDMENT. Provisions of Article XI of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last Condominium apartment unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate Developer.

J. PETS. Pets shall be prohibited on the condominium property and in the condominium apartment units, provided, however, that the unit owners with pets under thirty (30) pounds at the time of purchasing a unit may keep the pet only until the death of the pet and may not obtain a replacement pet. The presence of the pet shall be registered with the Developer and/or Condominium Association. The Developer reserves unto itself and to the Condominium Association the right to impose rules and restrictions on the keeping of pets in the condominium apartment units.

K. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the apartment unit owners or the Condominium Association's members.

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L. SHARES OF OWNERSHIP ON TERMINATION. Upon removal of the Condominium property from the provisions of the Condominium Act or other termination of the Condominium form of ownership, no matter how effected, the unit owners shall own the Condominium property in common in the undivided shares set forth in Exhibit #2.

IN WITNESS WHEREOF, the Owner/Developer has caused this Declaration of Condominium to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, this 25th day of March; 1984.

Signed, Sealed and Delivered in the presence of:

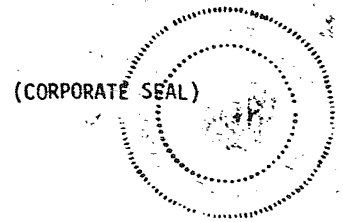
TIMBER RIDGE, INC.

Ky B Cooper

BY Andrew J. Mustapick
ANDREW MUSTAPICK, President

Altha Marie Oliveidung
As to Developer

ATTEST: Marilyn Mustapick
MARILYN MUSTAPICK, Secretary



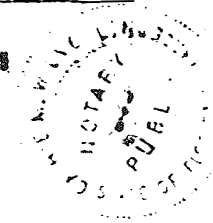
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ANDREW MUSTAPICK and MARILYN MUSTAPICK, well known to me to be the President and Secretary respectively of the corporation named in the foregoing Declaration of Condominium, and they severally acknowledged executing the said Declaration of Condominium for the uses and purposes therein expressed in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 25th day of March, 1984.

Altha Marie Oliveidung
Notary Public, State of Florida At Large.
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires Sept. 16, 1988



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PROFESSIONAL ASSOCIATION
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This instrument prepared by:

Samuel A. Block, Esq.
2127 Tenth Avenue
Vero Beach, Florida 32960

EXHIBIT #1 TO
DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

This Exhibit #1 consists of eight (8) pages, this page containing the following notes, and sixteen (16) sheets of drawings, which constitute the Survey, Plot Plan and Graphic Description of Improvements of TIMBER RIDGE VILLAGE I, A CONDOMINIUM.

A. Each numbered apartment unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surfaces of said walls.

B. The boundary lines of each apartment privacy garden or garage are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the fences/gates abutting the privacy gardens.

C. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or the limited common elements. As to the limited common elements, their use is reserved to the unit or units to which they have been assigned, or will be assigned, to the exclusion of other units; provided, however, that easements for maintenance, repairs and improvements are reserved to the Condominium Association.

D. All dimensions shown in the individual Condominium units are to the interior unpainted finished (or unfinished) surfaces.

E. Parking spaces will be assigned as limited common elements to specific Condominium apartment units in accordance with the provisions of the Declaration of Condominium.

F. In the Declaration of Condominium to be recorded among the public records of Indian River County, Florida, the appropriate Surveyor's Certificate, duly executed, will be appended in an appropriate location in this Exhibit #1.

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NOTE

There are two hundred sixty-one (261) condominium units in the total condominium project representing six (6) separate condominiums.

This condominium consists of thirteen (13) buildings for a total of forty-eight (48) units.

The total project condominium units at this time are proposed.

The estimated time of completion of the first building is December, 1985.

All buildings are to be residential and sold as whole units.

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EXHIBIT "1" TO DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING A-1, TIMBER RIDGE VILLAGE I, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF TIMBER RIDGE VILLAGE I, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDING A-1 COMMON ELEMENT FACILITIES SERVING BUILDING A-1 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

CCL CONSULTANTS, INC.

2/21/85
DATE



ISHMAEL S. MOHAMED
Registered Land Surveyor
No. 2464
State of Florida

EXHIBIT 1
TO THE DECLARATION OF CONDOMINIUM
OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

LEGAL DESCRIPTION - TRACT B.

A PORTION OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 00°30'00" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 660.00 FEET; THENCE SOUTH 89°41'09" WEST FOR 263.92 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°41'09" WEST FOR 821.78 FEET; THENCE NORTH 18°31'06" WEST ALONG THE EAST BOUNDARY OF LATERAL "J" CANAL FOR 536.27 FEET; THENCE NORTH 71°28'54" EAST FOR 153.17 FEET; THENCE SOUTH 18°31'06" EAST FOR 107.07 FEET, THENCE SOUTH 48°07'45" EAST FOR 56.33 FEET; THENCE SOUTH 18°31'06" EAST FOR 31.88 FEET; THENCE NORTH 71°28'54" EAST FOR 38.85 FEET; THENCE SOUTH 57°00'20" EAST FOR 40.80 FEET; THENCE NORTH 32°59'40" EAST FOR 42.50 FEET; THENCE SOUTH 57°00'20" EAST FOR 240.89 FEET; THENCE SOUTH 32°59'40" WEST FOR 102.43 FEET; THENCE NORTH 89°41'09" EAST FOR 139.30 FEET; THENCE NORTH 0°18'51" WEST FOR 60.94 FEET; THENCE NORTH 32°59'40" EAST FOR 50.00 FEET; THENCE SOUTH 57°00'20" EAST FOR 59.19 FEET; THENCE NORTH 37°13'55" EAST FOR 156.57 FEET; THENCE NORTH 89°41'09" EAST FOR 80.95 FEET; THENCE SOUTH 35°30'20" EAST FOR 219.79 FEET; THENCE SOUTH 0°18'51" EAST FOR 209.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.27 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT 1
TO THE DECLARATION OF CONDOMINIUM
OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

A PORTION OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, TOGETHER WITH THE PARK SITE AS DELINEATED ON THE PLAT OF DIXIE GARDENS SUBDIVISION UNIT 3, SECTION 3, AS RECORDED IN PLAT BOOK 6 AT PAGE 71 OF THE PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 00°30'00" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'40" WEST ALONG THE SOUTH LINE OF SAID SECTION 24 FOR 1085.70 FEET; THENCE NORTH 18°31'06" WEST ALONG THE EASTERLY BOUNDARY OF LATERAL "J" CANAL FOR 1573.87 FEET; THENCE NORTH 57°43'06" EAST ALONG THE SOUTHERLY BOUNDARY OF LOT 16 OF SAID DIXIE GARDENS, UNIT 3, SECTION 3 AND RADIALLY TO THE NEXT DESCRIBED CURVE FOR 104.28 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 100°45'43" FOR AN ARC DISTANCE OF 87.93 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°49'47" FOR AN ARC DISTANCE OF 18.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°47'10" EAST FOR 235.60 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 5TH LANE AS SHOWN ON THE SAID PLAT OF DIXIE GARDENS UNIT 3, SECTION 3; THENCE NORTH 0°31'20" WEST FOR 40.03 FEET; THENCE NORTH 89°53'42" EAST ALONG THE SOUTH BOUNDARY OF DIXIE GARDENS UNIT 3, SECTION 2 AND DIXIE GARDENS UNIT 3, SECTION 1 AS RECORDED IN PLAT BOOK 6, PAGE 28 AND PLAT BOOK 6, PAGE 2, RESPECTIVELY, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA FOR 1153.78 FEET; THENCE SOUTH 0°34'30" EAST FOR 916.91 FEET; THENCE SOUTH 0°30'00" EAST FOR 665.19 FEET TO THE POINT OF BEGINNING, THE LAST TWO MENTIONED COURSES BEING COINCIDENT WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24.

LESS

A PORTION OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 00°30'00" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'09" WEST ALONG A LINE PARALLEL WITH AND 660.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 24 FOR 263.92 FEET; THENCE NORTH 0°18'51" WEST FOR 209.57 FEET; THENCE NORTH 35°30'20" WEST FOR 219.79 FEET; THENCE SOUTH 89°41'09" WEST FOR 80.95 FEET; THENCE SOUTH 37°13'55" WEST FOR 156.57 FEET; THENCE NORTH 57°00'20" WEST FOR 253.96 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 1°14'07" FOR AN ARC DISTANCE OF 6.04 FEET; THENCE NORTH 32°59'40" EAST FOR 314.27 FEET; THENCE NORTH 23°18'51" WEST FOR 48.43 FEET; THENCE NORTH 66°41'09" EAST FOR 40.00 FEET; THENCE NORTH 23°18'51" WEST FOR 125.00 FEET; THENCE NORTH 66°41'09" EAST FOR 65.00 FEET; THENCE SOUTH 23°18'51" EAST FOR 125.00 FEET; THENCE NORTH 66°41'09" EAST FOR 150.00 FEET; THENCE SOUTH 23°18'51" EAST FOR 280.00 FEET; THENCE NORTH 89°41'09" EAST FOR 30.00 FEET; THENCE SOUTH 35°30'20" EAST FOR 25.37; THENCE NORTH 89°41'09" EAST FOR 240.76 FEET; THENCE SOUTH 0°30'00" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 317.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS AND RESTRICTIONS OF RECORD IF ANY.

EXHIBIT 1
TO THE DECLARATION OF CONDOMINIUM
OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

LEGAL DESCRIPTION WATER MANAGEMENT TRACT.

A PORTION OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, THENCE NORTH 00°30'00" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 660.00 FEET; THENCE SOUTH 89°41'09" WEST FOR 1085.70 FEET; THENCE NORTH 18°31'06" WEST ALONG THE EAST BOUNDARY OF LATERAL "J" CANAL FOR 536.27 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 123.73 FEET; THENCE NORTH 71°28'54" EAST FOR 165.00 FEET, THENCE SOUTH 0°10'20" EAST FOR 70.00 FEET; THENCE NORTH 89°49'40" EAST FOR 115.00 FEET; THENCE NORTH 0°10'20" WEST FOR 70.00 FEET; THENCE NORTH 89°49'40" EAST FOR 31.86 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 89°49'40" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 8°28'24" FOR AN ARC DISTANCE OF 48.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°40'20" EAST FOR 114.76 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 36°20'00" FOR AN ARC DISTANCE OF 209.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°00'20" EAST FOR 194.77 FEET; THENCE SOUTH 00°18'51" EAST FOR 60.94 FEET; THENCE SOUTH 89°41'09" WEST FOR 139.30 FEET; THENCE NORTH 32°59'40" EAST FOR 102.43 FEET; THENCE NORTH 57°00'20" WEST FOR 240.89 FEET; THENCE SOUTH 32°59'40" WEST FOR 42.50 FEET; THENCE NORTH 57°00'20" WEST FOR 40.80 FEET; THENCE SOUTH 71°28'54" WEST FOR 38.85 FEET; THENCE NORTH 18°31'06" WEST FOR 31.88 FEET; THENCE NORTH 48°07'45" WEST FOR 56.33 FEET; THENCE NORTH 18°31'06" WEST FOR 107.07 FEET; THENCE SOUTH 71°28'54" WEST FOR 153.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.64 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT 1
TO THE DECLARATION OF CONDOMINIUM
OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

LEGAL DESCRIPTION - INGRESS, EGRESS AND UTILITY EASEMENT "A".

A PORTION OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 00°30'00" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 660.00 FEET; THENCE SOUTH 89°41'09" WEST FOR 365.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°41'09" WEST FOR 80.00 FEET; THENCE NORTH 00°18'51" WEST FOR 42.96 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 142.73 FEET, A CENTRAL ANGLE OF 35°11'29" FOR AN ARC DISTANCE OF 87.66 FEET TO A POINT OF COMPOUND CURVATURE, THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 21°30'00" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 57°00'20" WEST FOR 138.53 FEET; THENCE NORTH 32°59'40" EAST FOR 50.00 FEET; THENCE SOUTH 57°00'20" EAST FOR 138.53 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 21°30'00" FOR AN ARC DISTANCE OF 97.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°30'20" EAST FOR 63.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 155.53 FEET, A CENTRAL ANGLE OF 35°11'29" FOR AN ARC DISTANCE OF 95.53 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 00°18'51" EAST FOR 12.22 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 0.49 ACRE MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT 1
TO THE DECLARATION OF CONDOMINIUM
OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT "B"

A PORTION OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH 0030'00" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR 30.00 FEET; THENCE SOUTH 8941'09" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OSLO ROAD FOR 39.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 129.35 FEET; THENCE NORTH 0018'51" WEST FOR 70.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 4500'00" FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 4518'51" WEST FOR 292.39 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 4500'00" FOR AN ARC DISTANCE OF 161.01 FEET TO A POINT OF TANGENCY; THENCE NORTH 0018'51" WEST FOR 180.01 FEET; THENCE NORTH 8941'09" EAST FOR 80.00 FEET; THENCE SOUTH 0018'51" EAST FOR 180.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 4500'00" FOR AN ARC DISTANCE OF 98.17 FEET TO A POINT OF TANGENCY; THENCE SOUTH 4518'51" EAST FOR 341.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 4458'46" FOR AN ARC DISTANCE OF 133.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.450 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

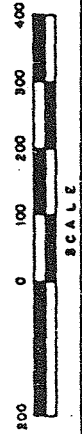
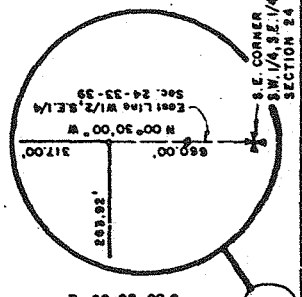
EXHIBIT "I"
TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I
A CONDOMINIUM



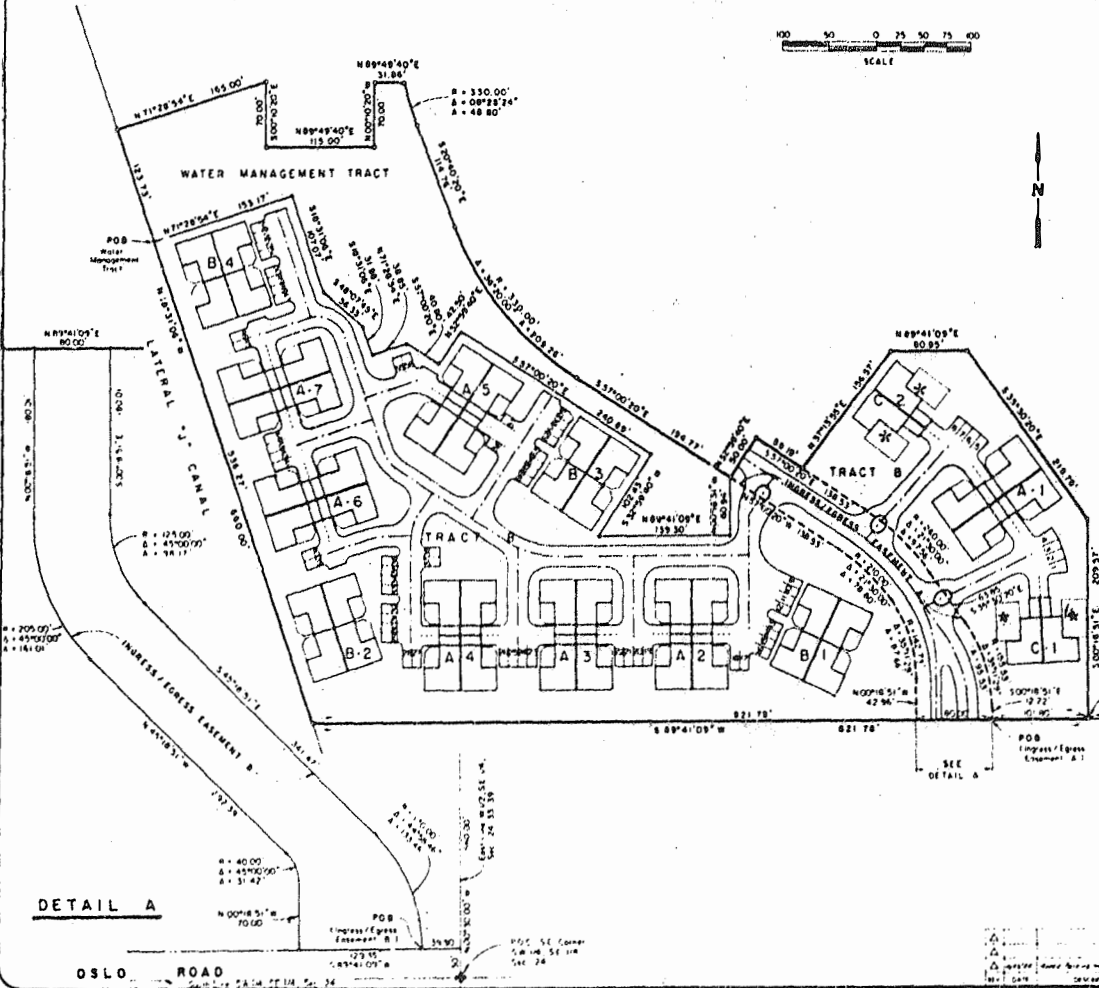
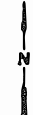
CCL CONSULTANTS, INC.

EXHIBIT "I" TO THE
DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I
A CONDOMINIUM

2537
10/19/04
8 of 21



**EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM**



NOTES :

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SCALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY LIMIT OF DRIVE, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY C.E. BLOCK, INC., ARCHITECT, ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
7. Swimming pools (optional) may be constructed in a*. The maximum size of any swimming pool will be 20 feet by 30 feet with a maximum depth of 5 feet.

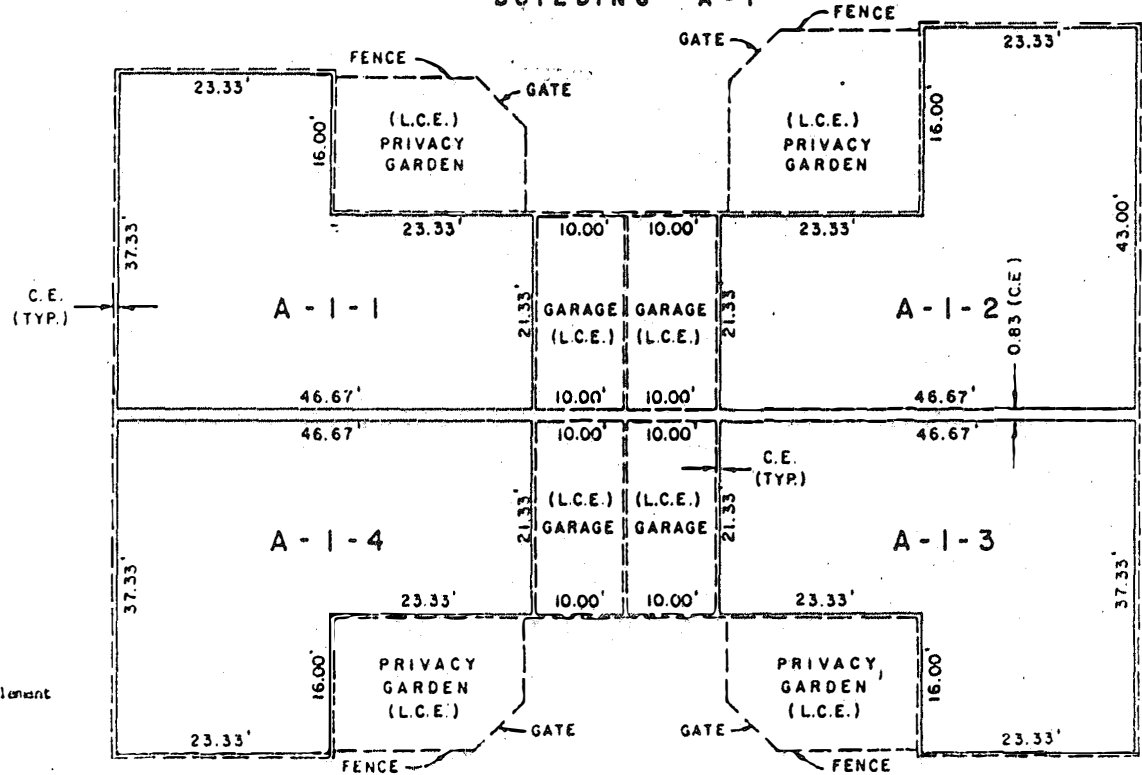
DETAIL A

OSLO ROAD

FINANCIAL INSTITUTIONS TITLE SERVICES	C.C.L. CONSULTANTS, INC. <small>100 EAST TERRY STREET, SUITE 100, GAITHERSBURG, MARYLAND 20878 10000 W. UNIVERSITY BLVD., SUITE 100, WEST PALM BEACH, FLORIDA 33411 10000 W. UNIVERSITY BLVD., SUITE 100, WEST PALM BEACH, FLORIDA 33411</small>
	EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF TIMBER RIDGE VILLAGE I A CONDOMINIUM
	PROJECT NO. 2237 DATE 10/18/84 SHEET 1 OF 1

BOOK 0705 PAGE 0706

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 1



BOOK 0705 PAGE 0107

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.

NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 31.92 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 23.26 M.S.L. ELEV.

5-22-85 "AS-BUILT" M.D.

CCS CONSULTANTS, INC.

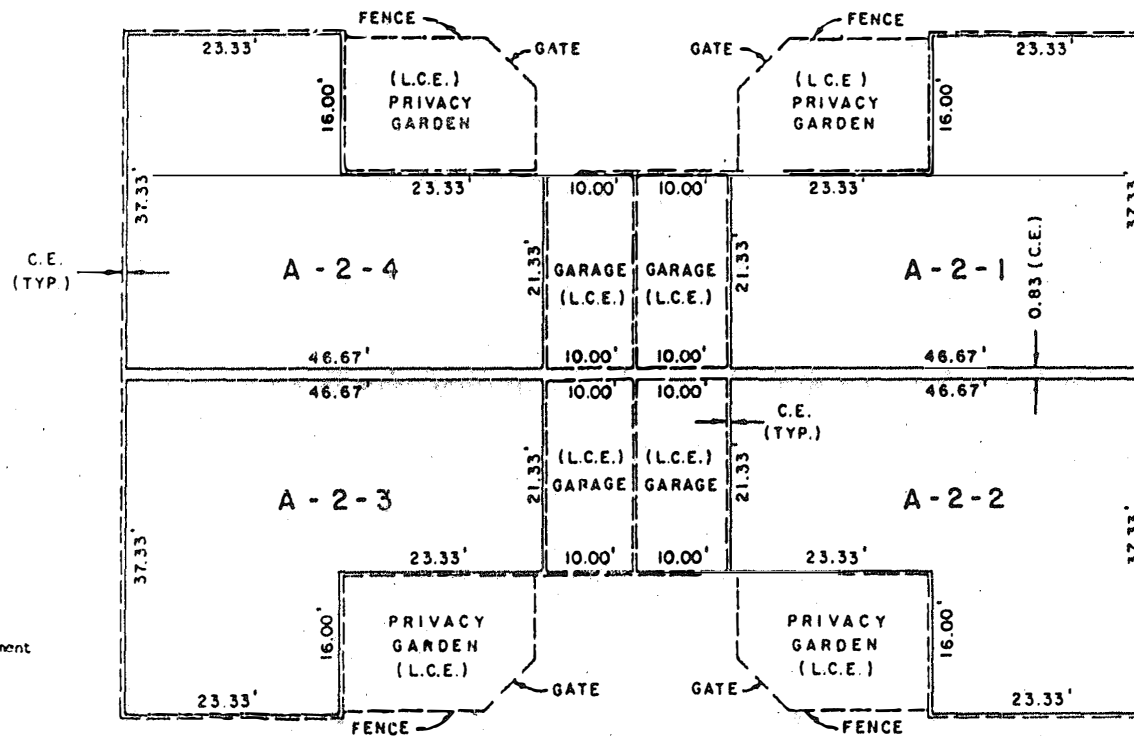
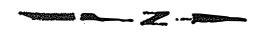
TIMBER RIDGE VILLAGE I

A CONDOMINIUM

10/18/84

9/27

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 2



BOOK 0705 PAGE 0708

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.

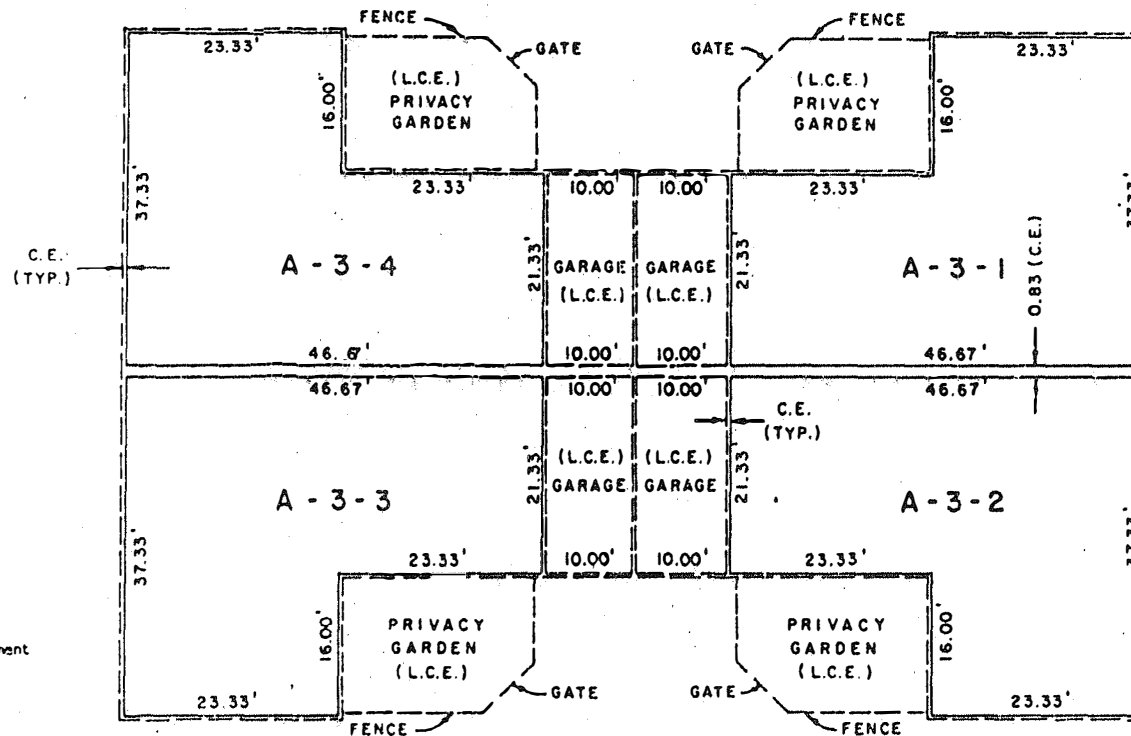
NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

C.C.L. CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I A CONDOMINIUM BUILDING A - 2	8887 10/10/94 10 of 21

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 3



BOOK 0705 PAGE 0709

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

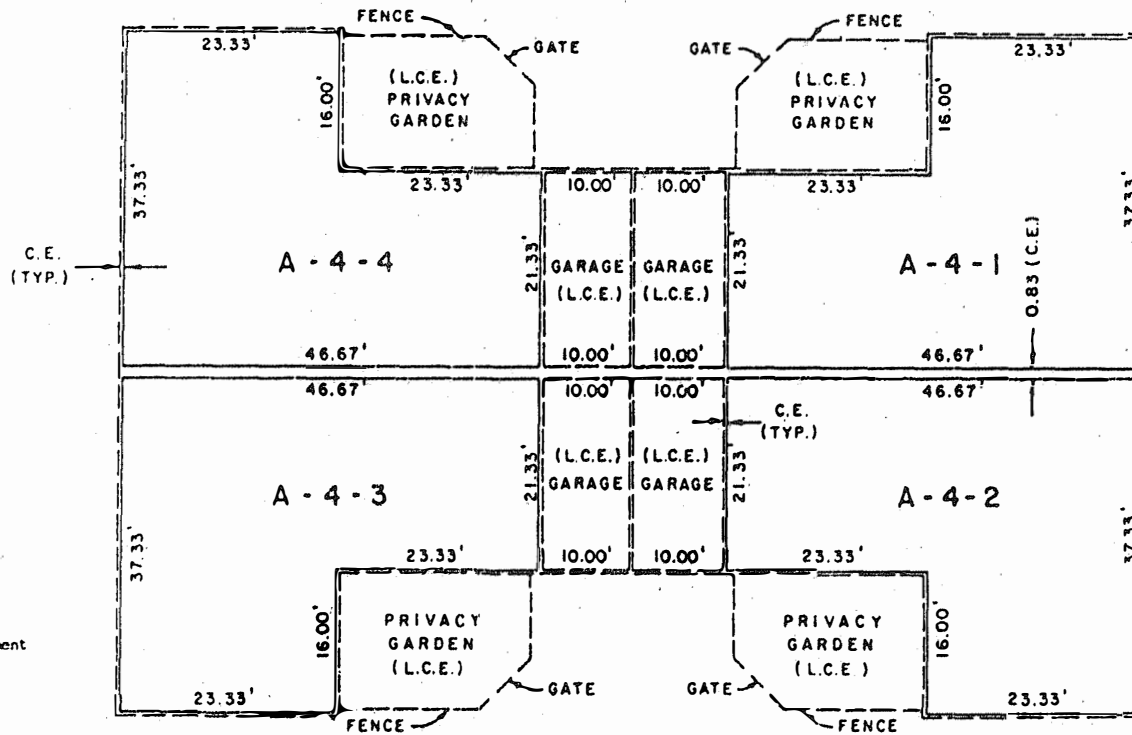
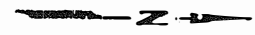
1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
 2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
 3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
 4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.
- NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	
A CONDOMINIUM	
BUILDING A-3	
10/16/84	11 x 17

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 4



DATE 07/05/04 BY 0110 JMW/CO/10

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

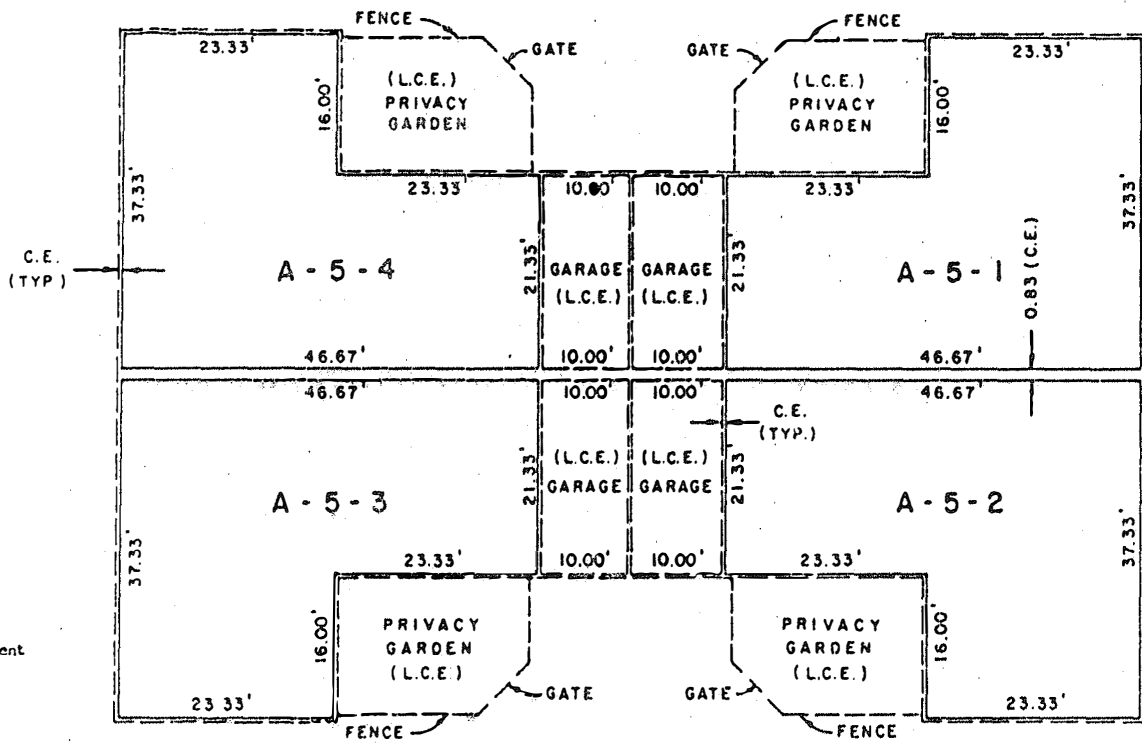
1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
 2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
 3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
 4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.
- NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

 C.C.L. CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I A CONDOMINIUM BUILDING A-4	
10/28/04 (2 of 2)	REB37

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 5



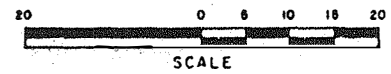
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LEGEND:

- (CE) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
 2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
 3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
 4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.
- NOTE: The definitions set forth in the declaration are incorporated herein.

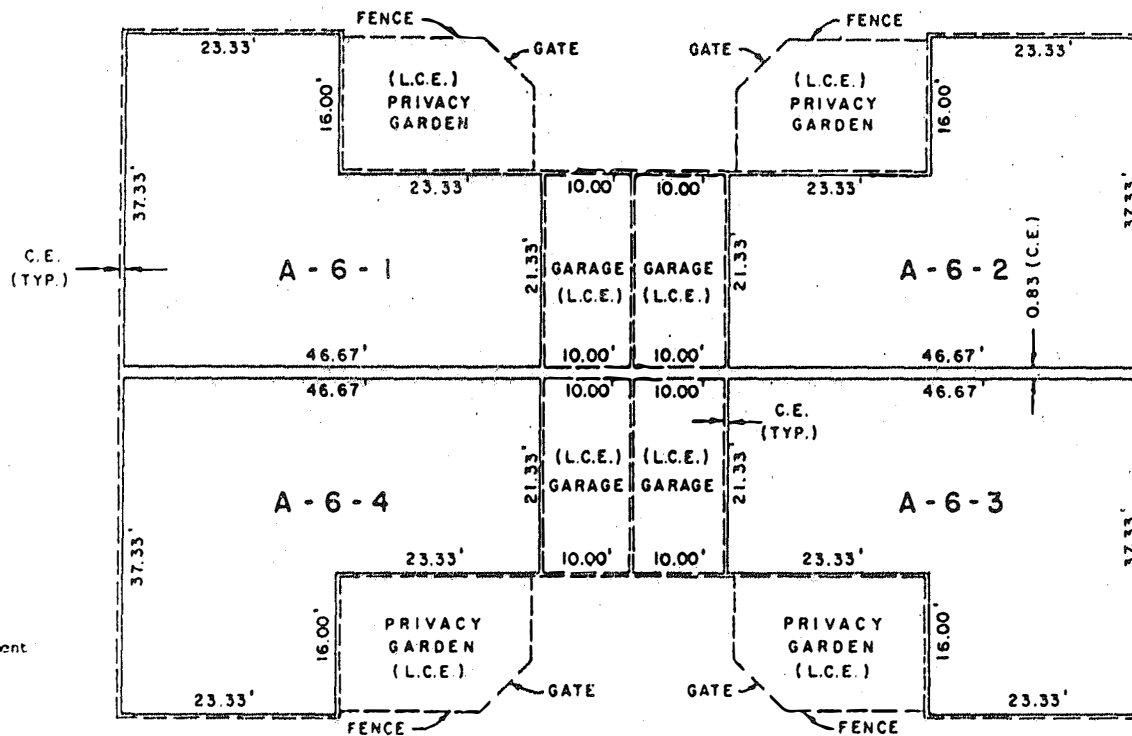


MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I A CONDOMINIUM BUILDING A - 5	2297 10/28/84 13 of 21



EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 6



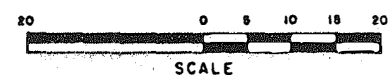
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LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

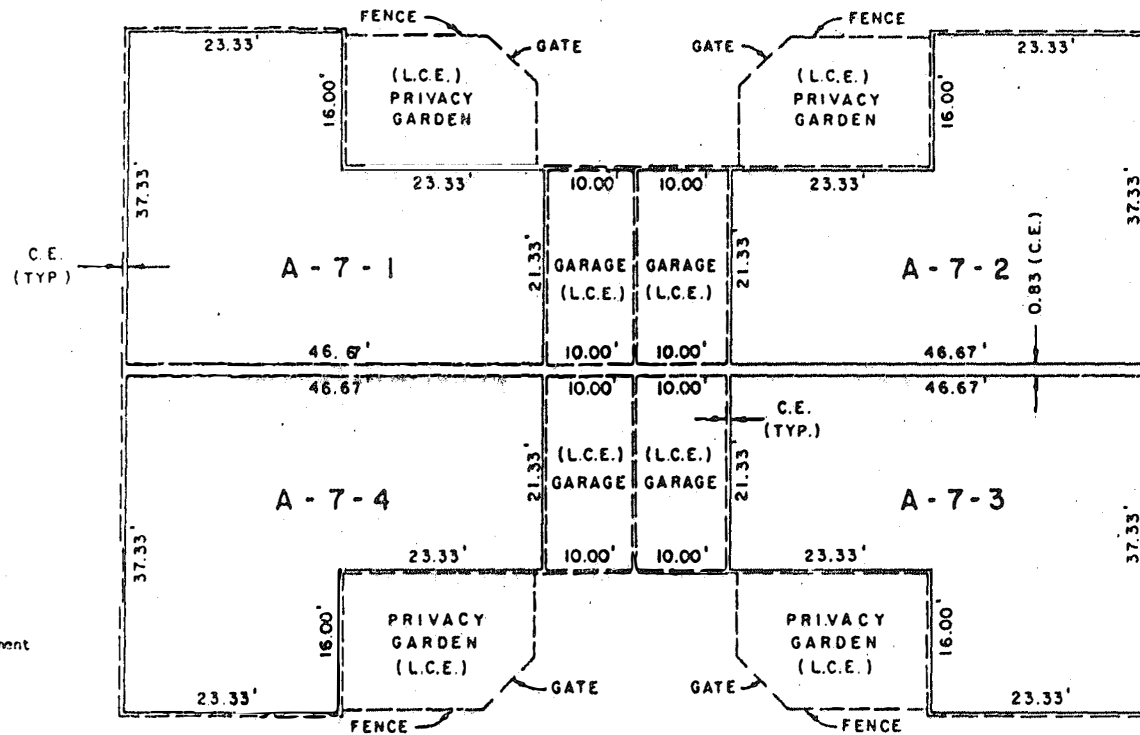
1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
 2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
 3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
 4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.
- NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	
A CONDOMINIUM	
BUILDING A - 6	
10/18/04	13#21

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING A - 7



BOOK 0705 PAGE 0113

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.

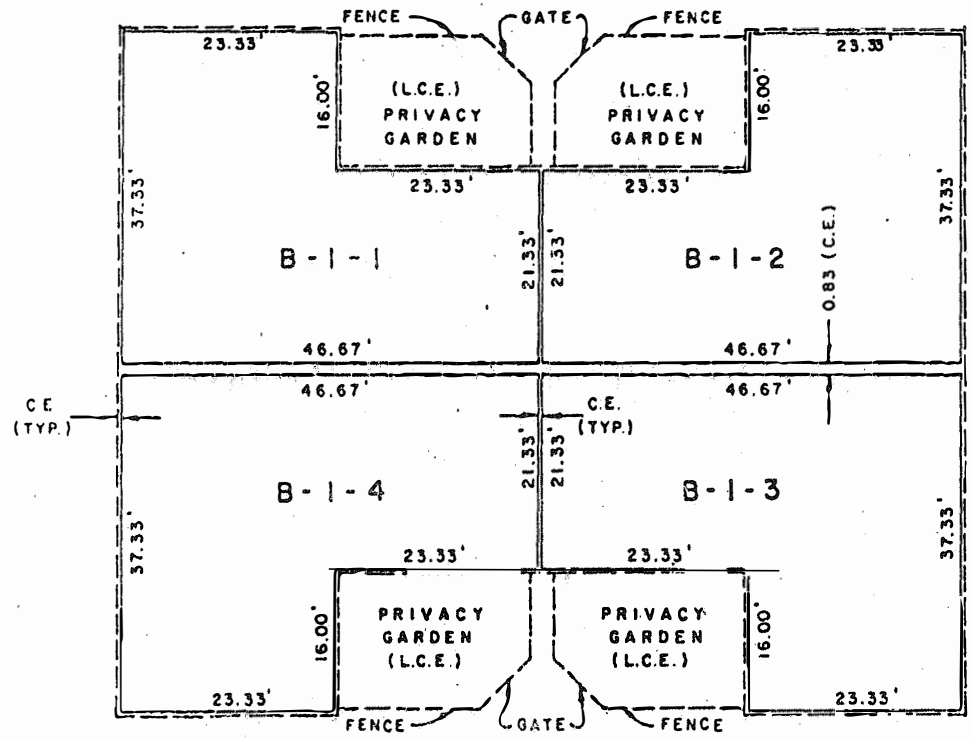
NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	2237
A CONDOMINIUM	10/16/84
BUILDING A-7	15' x 21'

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING B - 1



DATE 0705 FILE 0714

LEGEND:

- (CE) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

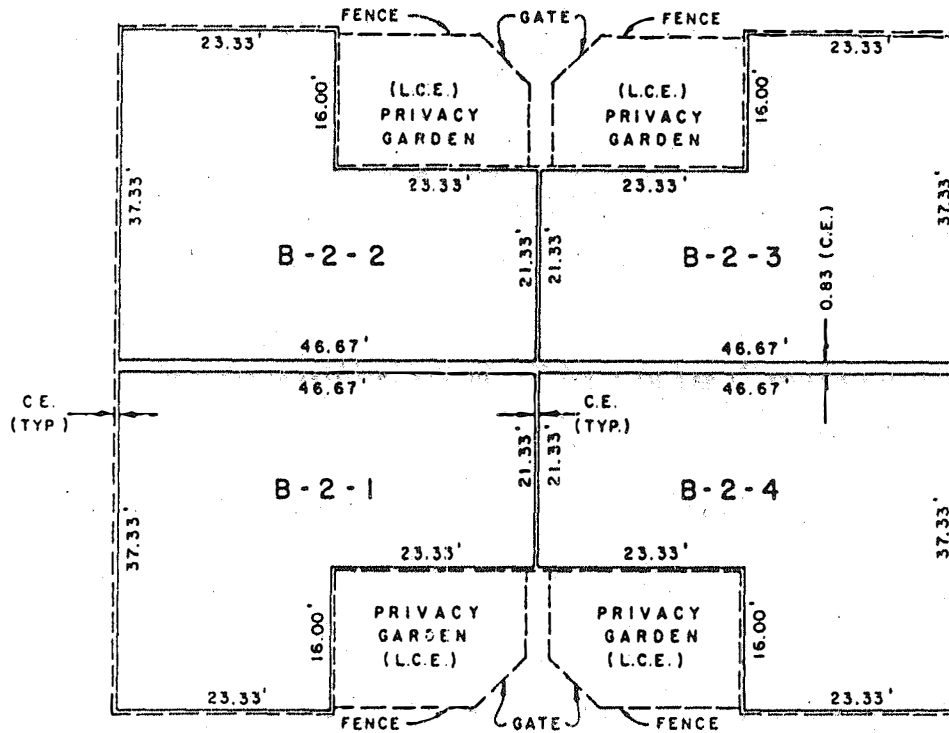
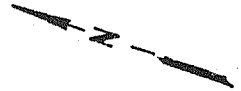
1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
 2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
 3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
 4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.
- NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I A CONDOMINIUM BUILDING B-1	
10/10/84 10/21	10/10/84 10/21

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING B - 2



SILVERADO 0705 RHD 0715

LEGEND:

- () Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

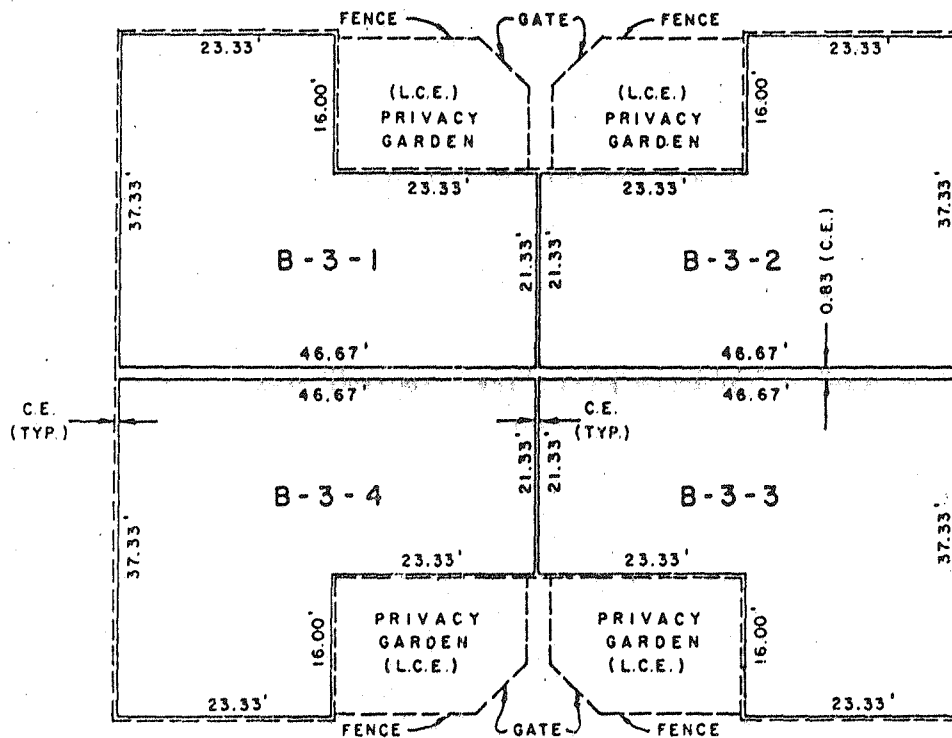
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- NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL	CCL CONSULTANTS, INC.
	TIMBER RIDGE VILLAGE I
	A CONDOMINIUM
BUILDING B-2	10/18/84
	17 of 21

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING B - 3



BOOK 0705 PAGE 0716

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
2. All bearing walls to the unfinished surface of said walls located within a unit, constitute parts of the common elements.
3. All conduits and wires to outlets, all other utility lines to outlets and all waste pipes, regardless of location, constitute parts of the common elements.
4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.

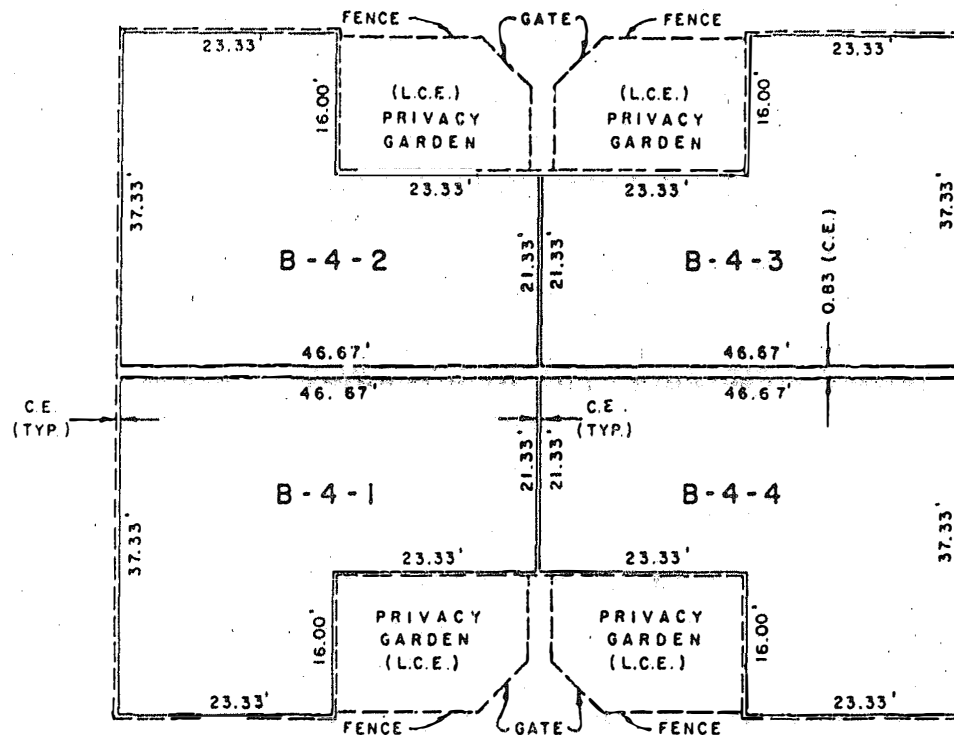
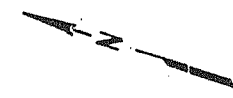
NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	2237
CONDOMINIUM	10/18/84
BUILDING B-3	18 421

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING B - 4



L1102015010

LEGEND:

- (C.E.) Indicates Common Element
- (L.C.E.) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

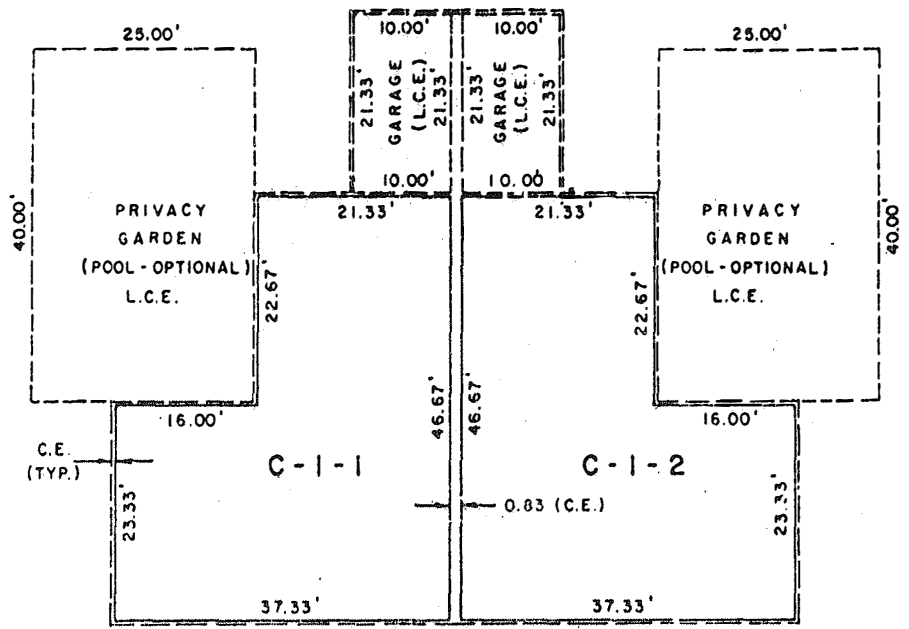
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MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	
A CONDOMINIUM	
BUILDING B-4	
10/18/84	1984

EXHIBIT "1" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING C - 1



8110 0105 0107 18

- LEGEND:**
- (CE) Indicates Common Element
 - (LCE) Indicates Limited Common Element
 - Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
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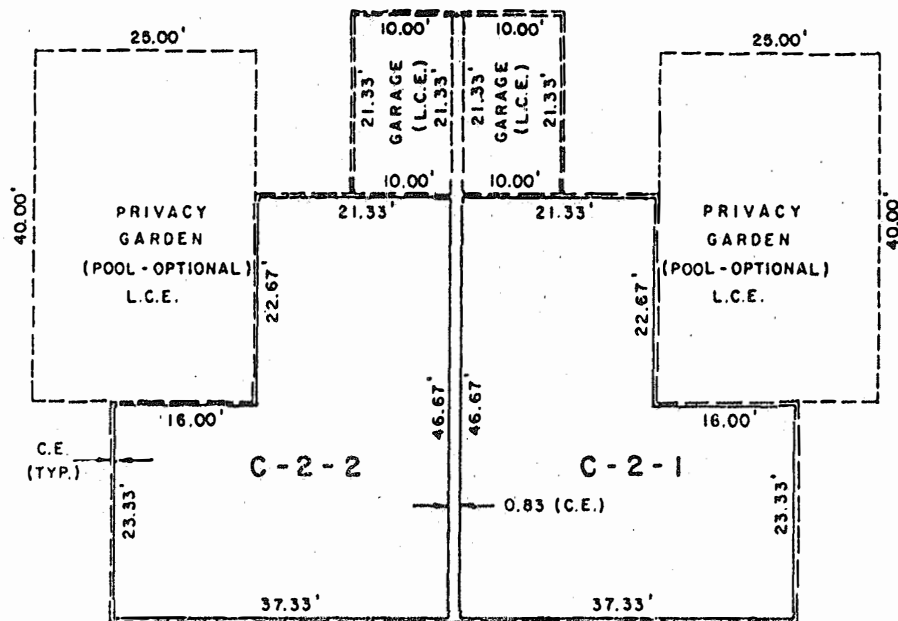
NOTE: The definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

CCL CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	2237
A CONDOMINIUM	10/18/84
BUILDING C-1	20 p 21

EXHIBIT "I" TO THE DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I - A CONDOMINIUM
BUILDING C - 2



BOOK 0705 PAGE 0719

LEGEND:

- (CD) Indicates Common Element
- (LCE) Indicates Limited Common Element
- Indicates Unit Boundaries

DESCRIPTION OF COMMON ELEMENTS

1. All land and all portions of condominium property not within any unit or units, are parts of the common elements.
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4. The common elements are subject to certain easements set forth in the declaration including ingress and egress to public ways.
5. All the definitions set forth in the declaration are incorporated herein.



MINIMUM UPPER LIMITS OF UNIT 29.50 M.S.L. ELEV.
 MINIMUM LOWER LIMITS OF UNIT 21.50 M.S.L. ELEV.

C.C.I. CONSULTANTS, INC.	
TIMBER RIDGE VILLAGE I	
A CONDOMINIUM	
SULLY DR. S - 2	
DATE	10/18/83
BY	[Signature]

EXHIBIT #2 TO
DECLARATION OF CONDOMINIUM OF
TIMBER RIDGE VILLAGE I, A CONDOMINIUM

SHARES OF COMMON ELEMENTS, COMMON EXPENSES
AND COMMON SURPLUS ATTRIBUTABLE TO EACH UNIT

48 condominium units - each has 1/48 attributable to shares of common expenses and common surplus for this Condominium and each has 1/261 share of common elements, common expenses and common surplus attributable to the total common elements. In the event less than 261 Condominium Units are constructed the 1/261 share of common elements, common expenses and common surplus attributable to total common elements shall be adjusted based upon the number of Condominium Units ultimately constructed in the total project.

SAMUEL A. BLOCK
PROFESSIONAL ASSOCIATION
2127 10TH AVENUE
VERO BEACH,
FLORIDA
32960
TELEPHONE
(305) 562-1600

DECLARATION EXHIBIT #2