

ROYAL PALM BAY
CONDOMINIUM
ASSOCIATION, INC.

DECLARATION

OF

COVENANTS AND
RESTRICTIONS

1st
Amend
ment

THE FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
ROYAL PALM BAY CONDOMINIUM

Made this 7th day of June 1993 by Complete Interiors, Inc., its successors and assigns, herein called the "Developer", wherein the Developer makes the following amendments permitted under Section (15.4). The Developer holds fee simple title to every unit and hereby amends that Declaration of Condominium at Royal Palm Bay Condominium as recorded in OR Book 1104, page 1062 and recorded in OR 1109, page 2278, public records of Osceola County, Florida, pursuant to the Condominium Act by recording this amendment in the public records of Osceola County Florida.

1. Developer hereby clarifies that the clubhouse, pool and spa are for the exclusive use of the owners, lessees, or guests of the Royal Palm Bay Condominium.
2. The attached, updated Description of Materials hereby replaces that Description of Materials recorded in OR Book 1104, page 1240 of Osceola County records.
3. The ten (10) two bedroom units have been relocated to the following unit numbers: 4, 16, 28, 36, 64, 76, 100, 112, 132, 142. The balance of the units are all three bedrooms.

IN WITNESS WHEREOF, the Developer has executed this amendment on the year and date first above written.

Signed sealed and delivered in the presence of: COMPLETE INTERIORS, INC.

Witness: Sandra M. Held
 Witness: Linda C. Clark
 Linda C. Clark, President
 Complete Interiors, Inc.
 435 Douglas Avenue
 Altamonte Springs, FL 32714

STATE OF FLORIDA:
COUNTY OF Seminole :

The foregoing instrument was acknowledged before me this 7th day of June 1993 by Linda C. Clark, of Complete Interiors, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did not take an oath.



OFFICIAL SEAL
JANICE C. KOELBLE
My Commission Expires
July 16, 1996
Comm. No. CC 252313

Janice C. Koelble
 Janice C. Koelble (SEAL)
 Notary Public
 My commission expires: 7-16-96

Prepared by and return to: Sandra M. Held
Complete Interiors, Inc.
435 Douglas Avenue
Altamonte Springs, Florida 32714

ROYAL PALM BEACH
06/01/93

For accurate register of carbon copies, form may be separated along above fold. Staple completed sheets together in original order.

Proposed Construction

DESCRIPTION OF MATERIALS

No. _____
(To be inserted by HUD, VA or FmHA)

Under Construction

Property address Poinciana Blvd. City Kissimmee State FL

Mortgagor or Sponsor _____ (Name) _____ (Address)

Contractor or Builder Complete Interiors, Inc. 435 Douglas Ave., Altamonte Springs, FL 32714
(Name) (Address)

INSTRUCTIONS

1. For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the HUD Application for Mortgages Insurance, VA Request for Determination of Reasonable Value, or FmHA Property Information and Appraisal Report, as the case may be.
2. Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate check-box and entering the information called for each space. If space is inadequate, enter "See misc." and describe under item 27 or on an attached sheet. THE USE OF PAINT CONTAINING MORE THAN THE PERCENTAGE OF LEAD BY WEIGHT PERMITTED BY LAW IS PROHIBITED.
3. Work not specifically described or shown will not be considered unless

required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
4. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
5. Include signatures required at the end of this form.
6. The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable Minimum Property Standards.

1. EXCAVATION:

Bearing soil, type sand

2. FOUNDATIONS:

Footings: concrete mix monolithic; strength psi 2,500 Reinforcing 2 #5 rebar

Foundation wall: material _____ Reinforcing _____

Interior foundation wall: material concrete Party foundation wall none

Columns: material and sizes _____ Piers: material and reinforcing _____

Girders: material and sizes _____ Sills: material _____

Basement entrance airway _____ Window airways _____

Waterproofing 6 mil visqueen Footing drains _____

Termitte protection soil protected by bonded exterminating company

Basementless space: ground cover _____; insulation _____; foundation vents _____

Special foundations _____

Additional information: _____

3. CHIMNEYS:

Material _____ Prefabricated (make and size) _____

Flue lining: material _____ Heater flue size _____ Fireplace flue size _____

Vents (material and size): gas or oil heater _____; water heater _____

Additional information: _____

4. FIREPLACES:

Type: solid fuel; gas-burning; circulator (make and size) _____ Ash dump and clean-out _____

Fireplace: facing _____; lining _____; hearth _____; mantle _____

Additional information: _____

5. EXTERIOR WALLS:

Wood frame: wood grade, and species 2 x 4 to meet code Corner bracing Building paper or felt

Sheathing _____; thickness _____; width _____ solid; spaced _____ " n. c.; diagonal;

Siding hard board; grade _____; type lap slip 1" x 9 1/2"; exposure 8"; fastening galv. nails

Shingles _____; grade _____; type _____; exposure _____; fastening _____

Suoco _____; thickness _____; Lath _____; weight _____ lb.

Masonry veneer _____ Sills _____ Lintels _____ Base flashing _____

Masonry: solid faced stuccoed; total wall thickness _____; facing thickness _____; facing material _____

Backup material _____; thickness _____; bonding _____

Door sills _____ Window sills _____ Lintels _____ Base flashing _____

Interior surfaces: dampproofing, _____ coats of _____; furring _____

Additional information: _____

Exterior painting: material latex; number of coats _____

Gable wall construction: same as main walls; other construction _____

6. FLOOR FRAMING:

Joists: wood, grade, and species #2 SY pine; other soundproofing; bridging per codes; anchors _____

Concrete slab: basement floor; first floor; ground supported; self-supporting; mix 2,500 psi; thickness 3 1/2";

reinforcing _____; insulation _____; membrane _____

Fill under slab: material clean compacted fill; thickness 3". Additional information: _____

7. SUBFLOORING: (Describe underflooring for special floors under item 21.)

Material: grade and species _____; size 4 x 8; type _____

Laid: flat floor; ground floor; attic _____ sq. ft.; diagonal; right angles. Additional information: _____

7/16 OSB decking under 1 1/2" 2500# charr mix

8. FINISH FLOORING: (Wood only. Describe other finish flooring under item 21.)

LOCATION	ROOM	GRADE	SPECIES	THICKNESS	WIDTH	BLDG. PAPER	FINISH
First floor							
Second floor							
Attic floor		sq. ft.					

Additional information: _____

Previous Edition is Obsolete

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DESCRIPTION OF MATERIALS

9. PARTITION FRAMING:

Studs: wood, grade, and species 2 x 4 per code size and spacing 2 x 4 24" O.C. Other _____
 Additional information: 16" O.C. load bearing walls

10. CEILING FRAMING:

Joists: wood, grade, and species #2 SY Pine Other _____ Bridging _____
 Additional information: _____

11. ROOF FRAMING:

Rafters: wood, grade, and species #2 SY Pine Roof trusses (see detail): grade and species _____
 Additional information: Per truss engineering

12. ROOFING:

Sheathing: wood, grade, and species 7/16 OSB solid; spaced _____" o.c.
 Roofing shingle; grade fiberglass; size 12 x 36 type 235 lbs.
 Underlay 1-15 lb. felt; weight or thickness 15; size 36"; fastening RN or staples
 Built-up roofing _____; number of plies _____; surfacing material _____
 Flashing: material Galvanized; gage or weight 26; gravel stop; snow guards
 Additional information: _____

13. GUTTERS AND DOWNSPOUTS:

Gutters: material aluminum; gage or weight .0275; size _____; shape _____
 Downspouts: material aluminum; gage or weight .0275; size _____; shape _____; number _____
 Downspouts connected to: Storm sewer; sanitary sewer; dry-well. Splash blocks: material and size _____
 Additional information: _____

14. LATH AND PLASTER

Lath walls, ceilings: material _____; weight or thickness _____ Plaster: coats _____; finish _____
 Dry-wall walls, ceilings: material gypsumboard; thickness _____; finish _____
 Joint treatment taped, mudded, and sanded (5/8" type X on firewall, each side)

15. DECORATING: (Paint, wallpaper, etc.)

Rooms	WALL FINISH MATERIAL AND APPLICATION	CEILING FINISH MATERIAL AND APPLICATION
Kitchen	2 coats enamel	same
Bath	2 coats enamel	same
Other	2 coats latex	acoustic spray

Additional information: _____

16. INTERIOR DOORS AND TRIM:

Doors: type flush hollow core prehung; material luan; thickness 1 3/8"
 Door trim: type colonial; material pine Base: type colonial; material pine; size 7/16"
 Finish: doors polyurethane or paint; trim enamel paint or poly
 Other trim (item, type and location) _____
 Additional information: _____

17. WINDOWS:

Windows: type SH; make Allied or equal; material aluminum; sash thickness .062
 Glass: grade SS; sash weights; balances: type spiral; head flashing .062
 Trim: type continuous; material polypropylene Paint _____; number coats _____
 Weatherstripping: type continuous; material polypropylene Storm sash, number _____
 Screens: full; half: type Fiberglass; number each; screen cloth material fiberglass
 Basement windows: type _____; material _____; screens, number _____; Storm sash, number _____
 Special windows _____
 Additional information: painted window frames/marble window sills

18. ENTRANCES AND EXTERIOR DETAIL:

Main entrance door: material Flush metal; width 3'0"; thickness 1 3/4" Frame: material pine; thickness 1/2"
 Other entrance doors: material Flush Metal; width 2'0"; thickness 1 3/4" Frame: material pine; thickness 1/2"
 Head flashing _____ Weatherstripping: type vinyl; handles aluminum
 Screen doors: thickness _____; number _____; screen cloth material _____ Storm doors: thickness _____; number _____
 Combination storm and screen doors: thickness _____; number _____; screen cloth material _____
 Shutters: hinged; fixed. Railings pine (where applicable), Attic louvers _____
 Exterior millwork: grade and species PT #2 pine Paint latex; number coats _____
 Additional information: insulated steel front door

19. CABINETS AND INTERIOR DETAIL:

Kitchen cabinets, wall units: material laminata; linear feet of shelves _____; shelf width 12
 Base units: material laminata; counter top laminata; edging laminata
 Back and end splash laminata Finish of cabinets laminata; number coats _____
 Medicine cabinets: make Zenith or equal; model #310 or equal
 Other cabinets and built-in furniture varities laminata
 Additional information: _____

20. STAIRS: (for two story units)

Stair	TREADS		RISERS		STRING		HANDRAIL		BALLSTOPS	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement										
Main	PT pine	1 1/2"	none	none	pine	4 x 12	pine	PT 2x6	pine	PT 2x2
Attic										

Disappearing: make and model number _____
 Additional information: _____

21. SPECIAL FLOORS AND WARESCOT: (Describe Carpet as listed in Certified Products Directory)

FLOOR	LOCATION	MATERIAL, COLOR, BORDER, SIZE, GAGE, ETC.	FLOORSCOT MATERIAL	WALL BASE MATERIAL	UNDERFLOOR MATERIAL
	Kitchen		sheet vinyl	aluminum	wood
Bath		sheet vinyl	aluminum	wood	concrete
		22 oz. carpeting	aluminum	wood	concrete
		first floor concrete/2nd floor gypcrete or concrete			

WARRANT	LOCATION	MATERIAL, COLOR, BORDER, GAGE, SIZE, GAGE, ETC.	HEIGHT	HEIGHT OVER TUB	HEIGHT IN SHOWERS (FROM FLOOR)
	Bath		around tubs ceramic tile	6'	4'8"

Entrances accessories: Recessed; material ceramic; number _____; Attached; material _____; number _____
 Additional information: _____

22. PLUMBING:

FIXTURE	NUMBER	LOCATION	MAKE	MFG'S FIXTURE IDENTIFICATION NO.	SIZE	COLOR
Sink	1	kitchen	Briggs or equal		33 x 32	SS
Lavatory	2	bath	Briggs or equal		19"	white
Water closet	2	bath	Universal Rundle or Equal		1.5 gal.	white
bathtub	1	bath	Briggs or equal		5'	white
Shower over tub	1	bath				
Stall shower	1	master bath				
Laundry trays						
			Recessed laundry connections			
			Ice maker line to refrigerator			

Curtain rod Door Shower pan: material Concrete 1st floor or vinyl 2nd floor
 Water supply: public; community system; individual (private) system.*
 Sewage disposal: public; community system; individual (private) system.*
 *Show and describe individual system in separate drawings and specifications according to requirements.
 House drain (inside): cast iron; tile; other polybutylene/cellulose cover (outside): cast iron; tile; other PVC
 Water piping: galvanized steel; copper tubing; other polybutylene Sill cocks, number 1
 Domestic water heater: type electric; make and model RHHD PE-40-2 or; heating capacity _____; capacity _____
 gph. 100" rise. Storage tank: material glass lined equal; capacity 40 gallons.
 Gas service: utility company; Eq. pet. gas; other _____ Gas piping: cooking; house heating.
 Footing drains connected to: storm sewer; sanitary sewer; dry well. Sump pump; make and model _____; capacity _____; discharge into _____

23. HEATING:

Hot water. Steam. Vapor. One-pipe system. Two-pipe system.
 Radiator. Convector. Baseboard radiation. Make and model _____
 Radiant panel: floor; wall; ceiling. Panel coil: material _____
 Circulator. Return pump. Make and model _____; capacity _____ gpm.
 Boiler: make and model _____ Output _____ Btu/h; net rating _____ Btu/h.
 Additional information: _____
 Warm air: Gravity. Forced. Type of system Electric heat pump
 Duct material: supply fiberglass; return fiberglass Insulation flexible duct Outside air intake.
 Furnace: make and model Rheem or Carrier or equal Input _____ Btu/h; output 29,000 Btu/h.
 Additional information: _____
 Space heater: floor furnace; wall heater. Input _____ Btu/h; output _____ Btu/h; number units _____
 Make, model _____ Additional information: _____
 Controls: make and type Rheem or Carrier or equal
 Additional information: _____
 Fuel: Coal; oil; gas; Eq. pet. gas; electric; other _____; storage capacity _____
 Additional information: _____
 Firing equipment furnished separately: Gas burner, conversion type. Stoker: hopper feed bin feed
 Oil burner: pressure atomizing; vaporizing _____
 Make and model _____ Control _____
 Additional information: _____
 Electric heating system: type forced air Input 7,500 watts; @ 220 volts; output 12,750 Btu/h.
 Additional information: HEAT PUMP
 Ventilating equipment: attic fan, make and model _____; capacity 1 cfm.
 Kitchen exhaust fan, make and model _____
 Other heating, ventilating, or cooling equipment Rheem or Carrier or equal electric cooling system

24. ELECTRIC WIRING:

Service: overhead; underground. Panel: fuse box; circuit-breaker; make G.E. AMPs 150 No. circuits 12
 Wiring: conduit; armored cable; nonmetallic cable; knob and tube; other _____
 Special outlets: range; water heater; other Dryer
 Dowl-tel. Chimes. Push-button location front door Additional information: TV, telephone outlets

25. LIGHTING FIXTURES:

Total number of fixtures 16 Total allowance for fixtures, typical installation, \$ _____
 Non-typical installation _____
 Additional information: _____

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26. INSULATION:

LOCATION	THICKNESS	MATERIAL TYPE, AND METHOD OF INSTALLATION	VAPOR BARRIER
Roof			
Ceiling	8 3/4"	R-19 batts in cathedral areas - R-19 blown in non-cathedral	
Wall	3 1/2"	fiberglass R-11 batts in exterior walls	felt
Floor			

27. MISCELLANEOUS: (Describe any main building materials, equipment, or construction items not shown elsewhere, or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

SMOKE DETECTORS

WOOD FACIA SOFFIT

RIDGE AND OFF RIDGE VENTING WHERE NEEDED AND EXTERIOR SOFFIT VENTS

THREE SHELVES IN WALK-IN CLOSETS

HOOD BIFOLDS

VINYL CLAD METAL OR SUPER SHELVING

MIRROR BIFOLDS IN BEDROOMS ONLY

HARDWARE (make, material, and finish.) KWIKSET LIDO BRIGHT BRASS LEVER OR EQUAL

SPECIAL EQUIPMENT: (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattels prohibited by law from becoming realty.)

WHIRLPOOL RANGE REF10EYX OR EQUAL

WHIRLPOOL DISHWASHER DUB000 OR EQUAL

MICROWAVE REFRIGERATOR WASHER/DRYER

DISPOSAL - WHIRLAWAY OR EQUAL

PORCHES:

TERRACE:

CONCRETE PATIO, OR PRESSURE TREATED WOOD DECKS

GARAGE:

WALKS AND DRIVEWAYS:

Driveway: width _____; base material soil cement or lime rock; thickness 3 1/2"; surfacing material asphalt; thickness 1 1/2"
Front walk: width 3'; material concrete; thickness 3 1/2". Service walk: width 3'; material concrete; thickness 3 1/2"
Steps: material _____; treads _____; risers _____. Check walls _____.

OTHER CURB IMPROVEMENTS:

(Specify all exterior curbs improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fences, railings, and accessory structures.)

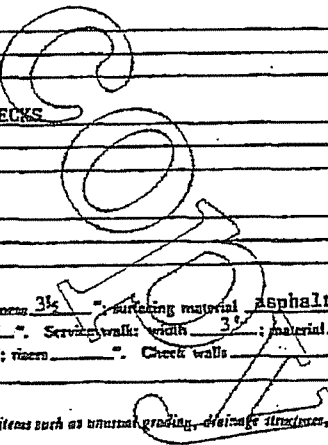
LANDSCAPING, PLANTING, AND FRESH GRADING:

Topsoil 6" thick: [X] front yard [] side yards; [] rear yard to shrub beds only
Lawns (seeded, sodded, or sprigged): [] front yard sodded; [] side yards sodded; [] rear yard sodded
Planting: [] as specified and shown on drawings; [X] as follows:
2 Shade trees, deciduous, 1 1/2" caliper.
1 Low flowering trees, deciduous, 2' to 3'
5 Evergreen trees, _____' to _____', B & B.
7 High-growing shrubs, deciduous, 1 1/2' to 2 1/4'
5 Evergreen shrubs, _____' to _____', B & B.
5 Medium-growing shrubs, deciduous, 6' to 1'
Vines, 2-year
5 Low-growing shrubs, deciduous, 1' to 2'
bahia sod
all outside planting areas to be fully irrigated

Identification.—This exhibit shall be identified by the signature of the builder, or sponsor, and/or the proposed mortgagee if the latter is known at the time of application.

Date _____ Signature _____

U.S. GOVERNMENT PRINTING OFFICE: 1959-351-016/IV-00448 Reprint 4. Signature _____



THIS INSTRUMENT PREPARED BY AND RETURN TO:
COMPLETE INTERIORS, INC.
435 DOUGLAS AVENUE.
ALTAMONTE SPRINGS, FL 32714

THE PLAT OF THIS
CONDOMINIUM IS
RECORDED IN
CONDOMINIUM BOOK
_____ AT PAGE
_____ PUBLIC
RECORDS OF
OSCEOLA CO., FL.

DECLARATION OF CONDOMINIUM
OF
ROYAL PALM BAY CONDOMINIUM

MADE THIS _____ day of _____, A.D., 19____, by
COMPLETE INTERIORS, INC., its successors and assigns, herein called
the "Developer".

WHEREIN, the Developer makes the following declarations:

(1) PURPOSE: The purpose of this Declaration is to submit
the lands and improvements described and to be constructed thereon
to the condominium form of ownership and use in the manner provided
in Chapter 718 of the Florida Statutes, herein called the
"Condominium Act" and in accordance with the terms and conditions
of this Declaration.

(1.1) NAME AND ADDRESS: The name by which this condominium
shall be identified is ROYAL PALM BAY Condominium and its address
is Poinciana Boulevard, Osceola County, Florida.

(1.2) THE LAND: The lands owned by Developer, which by this
instrument are submitted to the condominium form of ownership are
the following described lands lying in Osceola County, Florida:

See Attached Exhibit "A".

The Developer hereby submits the fee simple interest in the land to
the condominium form of ownership and record all phases one at a
time.

(2) DEFINITIONS: The terms used in this Declaration and the
Exhibits hereto shall have the meaning stated in the Condominium
Act and as follows unless the context otherwise requires:

(2.1) ASSESSMENT: The Assessment means a share of the funds
required for the payment of the common expenses incurred in the
operation of the Condominium and the common elements, and other
expenses incurred, as defined herein, and such assessment shall be
borne by the Unit Owner.

(2.2) THE ASSOCIATION: The Association means Royal Palm Bay
Condominium Association, Inc., and its successors.

(2.3) COMMON ELEMENTS: Common elements means: (a) the
condominium property not included in the units; and (b) all of
those items stated in the Condominium Act.

(2.4) COMMON EXPENSES: Common expenses means all expenses and
assessments which are properly incurred by the Association
including: (a) expenses of administration and management of the
condominium property; (b) expenses of maintenance, operation,
repair or replacement of common elements; (c) expenses declared
common expenses by the provisions of this Declaration or the By-
Laws; (d) any valid charge against the condominium as a whole; (e)
and reasonable reserves, whether held in trust or by the
Association, for repair, replacement or addition to the common
elements or any other real or personal property acquired or held by
the Association.

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(2.5) COMMON SURPLUS: Common surplus means the amount by which the receipts of the Association including but not limited to, assessments, rents, profits and revenues received on account of common elements, exceed the amount of common expenses. Provided however, in the event that the Association contracts with a separate management corporation for management of the condominium property, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, shall not be considered as part of the common surplus.

(2.6) CONDOMINIUM OR CONDOMINIUM PROPERTY: Condominium or condominium property means all of the condominium property as a whole where the context so permits, including the land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the condominium.

(2.7) CONDOMINIUM PARCEL: Condominium parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

(2.8) INSTITUTIONAL MORTGAGE OR INSTITUTIONAL FIRST MORTGAGE: An Institutional Mortgage or Institutional First Mortgage shall include, but not be limited to a mortgage held by a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan associations, mortgage companies, mortgage brokerage companies, the Developer, an agency of the United States Government and the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans Administration. When an institutional first mortgage by some circumstance fails to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

(2.9) LEASE: A lease shall mean the grant, either oral or in writing, by a unit owner of a temporary right of use of said owner's unit for a valuable consideration.

(2.10) LIMITED COMMON ELEMENTS: Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to, any structure attached to the exterior main walls of the building that serves only the unit adjacent to such structure. Any reference made to common elements in the following provisions of this Declaration, or other condominium instruments, is meant to also include limited common elements unless the latter is excepted or dealt with separately.

(2.11) OPERATIONAL: Operation or operations of the condominium include the administration and management of the condominium property.

(2.12) REASONABLE ATTORNEY'S FEES: Reasonable attorney's fees means and includes reasonable fees for the services of attorneys-at-law, whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then all of review of the same by appeal or otherwise.

(2.13) SINGULAR, PLURAL GENDER: Whenever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.

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(2.14) UNIT: Unit means a part of the condominium property which is subject to exclusive ownership.

(2.15) UNIT OWNER: Unit owner means a record owner of legal title to a condominium parcel.

(2.16) UTILITY SERVICES: Utility services as used in the condominium Act and construed with references to this condominium and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, gas, heating, air conditioning, cable television, garbage and sewage disposal.

(3) DEVELOPMENT PLAN: The Condominium is described and established as follows:

(3.1) PLOT PLANS, SURVEY AND FLOOR PLANS: Attached hereto as Exhibit "A" is a surveyor's certificate by Michael Petulla, that the description of improvements as shown in the "Condominium Plot Plan's" (hereinafter referred to as "Plot Plans") a copy of which is attached hereto as Exhibit "B", which shall be recorded in the Public records of Osceola County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

(3.2) ALTERATION OF BOUNDARIES AND UNIT DIMENSIONS: Developer reserves the right to change the design and arrangement of all units so long as Developer owns the units so changed and altered, without necessity of amendment thereto.

(3.2a) ALTERATION OF BOUNDARIES AND UNIT DIMENSIONS: Pursuant to the Condominium Act, Developer reserves the right to change the configuration or size of any condominium unit or appurtenances to the unit, so long as Developer owns the units so altered; and to alter the boundaries of the common elements, so long as the Developer owns the units abutting the common elements where the boundaries are being altered, provided no such change shall partition or subdivide any condominium unit set out herein and no such change shall be made without amendment of this Declaration, and provided further, that an amendment for such purpose may be signed and acknowledged only by the Developer and approved by the holders of the institutional mortgages of units affected, and such amendment, pursuant to the Condominium Act, may not require the approval of unit owners, unit purchasers, or the Association. The amendment must be evidenced in writing, but a certificate of the Association is not required.

(3.3) EASEMENTS: Each of the following easements is reserved through the condominium property and is a covenant running with the land of the condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the Condominium.

(3.3a) UTILITIES: Easements are reserved to the Developer, Association, Kissimmee Utilities Authority, City of Kissimmee, United Telephone Corporation, and any such utility companies to which the Association may assign its easements as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the condominium project, including, but not limited to, the installation of Cable Television System lines, electrical line, telephone lines, water and sewer lines, drainage mains and such other equipment as may be

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8/19/92

required throughout the condominium project, it being expressly agreed that Developer, Association or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided however, easements herein reserved which necessitate entry through a unit, shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

In addition, easements are reserved to the Developer, Association or such utility companies to which the Association may assign its easements for such further utility easements over and across the condominium property as may be required from time-to-time to service the condominium property. Provided however, such further utility easements, which shall be identified and located as the occasion shall arise, shall not be over or through any part of the condominium property occupied by a condominium building.

(3.3b) ENCROACHMENTS: In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(3.3c) PEDESTRIAN AND VEHICULAR TRAFFIC: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the common elements necessary to provide reasonable access to the public ways as may be from time-to-time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the common elements necessary to provide reasonable access to the public ways as may be from time-to-time paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated or assigned for parking purposes.

(3.3d) DEVELOPER: Until such time as the Developer has completed all of the contemplated improvements and sold all of the units contained within the condominium property, easements including, but not limited to, ingress, and egress are hereby reserved and shall exist through and over the condominium property as may be required by Developer for the completion of the contemplated improvements and sale of said units. Neither the unit owner nor the Association, nor the use of the condominium property shall interfere in any way with such completion and sale.

(3.4) IMPROVEMENTS - GENERAL DESCRIPTION:

(3.4a) BUILDING: The condominium will be comprised of one hundred fifty-four (154) units contained in nineteen (19) buildings, four (4) of which shall contain twelve (12) units, twelve (12) of which shall contain eight (8) units, two (2) of which shall contain four (4) units, and one (1) which shall contain two (2) units.

(3.4b) PHASE DEVELOPMENT: This condominium is being developed in nineteen (19) phases as ROYAL PALM BAY Condominium with the legal description as defined in the attached Exhibits "A", "B", and "N". Each Building shall constitute one phase. The developer may make non-material changes in the legal description of a phase.

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Each unit's percentage of ownership in the common element as each phase is added is described in Exhibit "C". The recreational areas and facilities which will be owned as common elements by all unit owners is included in Phase I. Each unit shall be entitled to one membership vote in the association for each unit owned in each Phase. In the event that any Phase or Phases are not developed or added as part of the condominium, the total membership vote shall be reduced by those units which are not developed but in any event shall always remain at one vote per unit. Timeshare estates will not be created in any Phase.

The units created in this condominium shall be comparable in equal footage and shall range from 1000 to 1200 square footage. Each unit in this condominium shall own a portion of the common elements based upon the following formula: The numerator shall be 1 and the denominator shall be 154. Said fraction shall represent the share of ownership as well as the share of common expenses and common surplus.

(3.4c) OTHER IMPROVEMENTS: The condominium includes landscaping, automobile parking areas, and other facilities which are a part of the common elements described in the Plot Plans incorporated herein as Exhibit "B".

(3.5) UNIT BOUNDARIES: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(3.5a) UPPER & LOWER BOUNDARIES: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - The horizontal plane of the highest point on the undecorated finished ceiling.

(2) Lower Boundary - The horizontal plane of the lowest point on the undecorated finished floor.

(3.5b) PERIMETRICAL BOUNDARIES: The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. The boundary between abutting units which have been combined shall be the vertical plane perpendicular to the lower boundary and passing through the line of demarcation shown on the Plot Plans attached hereto as Exhibit "B".

(3.5c) LIMITED COMMON ELEMENTS: Any structure attached to the exterior main walls of the building that serve only the unit adjacent to such structure shall be a limited common element for the benefit of that particular unit only. Such limited common elements are shown graphically on the Plot Plans attached hereto as Exhibit "B".

(3.6) COMMON ELEMENTS: The common elements means the portions of the condominium property which are not included in the units as defined in Section 2.3.

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(4) THE BUILDING:

(4.1) UNITS: The units in the condominium building are identified and briefly described in the "Plot Plans" attached hereto as Exhibit "8".

(4.2) APPURTENANCES TO EACH UNIT: The owner of each unit shall own a certain interest in the condominium property which is appurtenant to his unit including, but not limited to, the following items:

* (4.2a) AUTOMOBILE PARKING SPACE: The right to use for automobile parking only, the parking space or spaces which may from time-to-time be designated or assigned by the Board of Directors of the Association to or for a unit, which designation shall not be recorded among the public records. The Board of Directors may from time-to-time, should they determine there be a need, change the parking space or spaces designated for a unit, provided that each unit always has an equal number of assigned parking spaces as any other unit unless otherwise agreed. This provision is made in contemplation of the fact that one or more unit owners may develop a physical disability which would require the designation of a parking space more convenient to their units and to give the Association the power and flexibility to deal with such situations. The Association shall also have the flexibility of not having assigned parking spaces. No Owner or other person shall keep, park, store or leave boats, trailers, campers, recreation vehicles, inoperable motor vehicles or the like in any parking space or on the Property at any time unless the Owner has obtained written permission from the Board of Administration of the Condominium Association.

(4.2b) COMMON ELEMENTS: The undivided share in the land and other common elements which is appurtenant to each unit, is shown more particularly in the schedule attached hereto as Exhibit "C".

(4.2c) ASSOCIATION: Each unit owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Each unit shall be entitled to cast one (1) vote as set out in the Articles of Incorporation and By-Laws of the Association attached hereto as Exhibits "D" and "E" respectively.

(4.3) LIABILITY FOR COMMON EXPENSES AND SHARE IN COMMON SURPLUS: Each unit owner shall share the common expense and common surplus to the same extent as he shares in the common elements (Section 6 and Exhibit "C", attached hereto); however, this does not include the right to withdraw or require payment or distribution of the same. The Developer shall not be obligated to pay any common expense assessments to the Association with respect to the units offered for sale and owned by the Developer. The assessment for common expenses of the condominium imposed upon the unit owners will not increase beyond \$82.30 per month through December 31, 1993. The Developer shall only be required to pay the portion of the common expenses incurred which exceed the amount assessed against other unit owners, herein called the "Deficiency". The period of time that the Developer shall be responsible for the "Deficiency" shall be for a period of three (3) years from the recording of the Declaration of Condominium or until the date of turnover of control of the association to the unit owners, whichever occurs first.

(5) MAINTENANCE, ALTERATION AND IMPROVEMENT: Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

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(5.1a) BY THE ASSOCIATION: The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense, other than those expenses specifically provided to be paid by the individual unit owner in Section 5.2b hereof. The Declarant has organized the Association in order to insure that the Common Elements and those portions of the roadway which have been dedicated to condominium ownership pursuant to the Condominium Act will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them. The purpose of the Association shall be to (a) operate, maintain and repair the access road, parking areas and landscaping; (b) maintain all recreation areas; (c) operate and maintain the street lights; (d) operate, maintain and repair the irrigation facilities including the pumps and equipment, and the sprinkler system servicing the properties; and (e) take such other actions as the Association is authorized to take with regard to the condominium pursuant to its Articles of Incorporation and By-Laws.

(5.1b) IRRIGATION FACILITIES: The Developer shall improve the land with irrigation facilities to adequately handle the water requirements for all Common Area landscaping. The irrigation facility is designed to work sporadically throughout the day in order to utilize the water conservation method of irrigation with reclaimed water pursuant to the City of Kissimmee's ordinance 1656, which requires this development to use reclaimed water for irrigation as soon as it becomes available from the City of Kissimmee. Prior to the availability of reclaimed water from the City of Kissimmee, the Association may purchase well water for irrigation from the adjacent Hamilton's Reserve Community Association, Inc. at an initial rate of \$250.00 per month which may be, from time to time, adjusted by separate agreement. The pump and irrigation equipment if or from time to time will be attached to underground sprinkler lines and equipment designed to irrigate: (i) landscaped and grassed portions of the Common Elements; (ii) landscaped and grassed portions of any portion of the property now or hereafter declared condominium property, as defined in Section 718.103 of the Condominium Act; (iii) landscaped and grassed portions of any land brought within the jurisdiction of the Association or made subject to this Declaration. Such well site, pumps, irrigation equipment or replacements thereof are herein called the "Irrigation Facilities".

(5.1c) ALTERATION AND IMPROVEMENT: After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements, except as provided by the By-Laws. This paragraph shall have no application to the right vested in the Developer pursuant to the provisions of paragraphs 3.2 and 3.2a hereof.

(5.2) UNITS:

(5.2a) BY ASSOCIATION: The association shall maintain, repair and replace as a common expense:

(1) With the exception of interior surfaces, all portions of a unit, contributing to the support of the building in which the unit is located, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

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for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that services part or parts of the condominium other than the unit within which contained. This provision excludes from its coverage any air conditioning compressor facility, and also any other facility for the furnishing of utility services, now or hereafter installed outside any of the unit buildings, and intended for the purposes of furnishing such utility services only to an individual unit.

(3) All incidental damage caused by a unit by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(5.2b) BY THE UNIT OWNER: The responsibility of the unit owner shall include, but not be limited to:

(1) To maintain, repair and replace at his sole and personal expense those items which serve only his unit, including but not limited to: all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air handlers, air conditioners, including air conditioning compressors and other related outside utility facilities referred to in Section 5.2a(2), hereby designated as limited common elements, heaters and heating systems, hot water heaters, refrigerators, dishwashers, other appliances whether or not these items are built-in equipment, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, floor coverings and all other portions of his unit, except the portions specifically stated to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of the unit owners.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the unit is located.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(5.2c) ALTERATION AND IMPROVEMENT: Subject to the other provisions of Paragraphs (5) which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a unit owner may make such alterations or improvements to his unit, at his sole and personal cost, as he may be advised, provided all work shall be done without disturbing the rights of other unit owners, and further provided that a unit owner shall make no changes or alterations to any exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing from the "Architectural Review Board" who is appointed by the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

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... and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that services part or parts of the condominium other than the unit within which contained. This provision excludes from its coverage any air conditioning compressor facility and also any other facility for the furnishing of utility services now or hereafter installed outside any of the unit buildings, and intended for the purposes of furnishing such utility services only to an individual unit.

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(3) All incidental damage caused by a unit by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(5.2b) BY THE UNIT OWNER: The responsibility of the unit owner shall include, but not be limited to:

(1) To maintain, repair and replace at his sole and personal expense, those items which serve only his unit, including but not limited to: all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air handlers, air conditioners, including air conditioning compressors and other related outside utility facilities referred to in Section 5.2a(2), hereby designated as limited common elements, heaters and heating systems, hot water heaters, refrigerators, dishwashers, other appliances whether or not these items are built-in equipment, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, floor coverings and all other portions of his unit, except the portions specifically stated to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of the unit owners.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the unit is located.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(5.2c) ALTERATION AND IMPROVEMENT: Subject to the other provisions of Paragraphs (5) which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a unit owner may make such alterations or improvements to his unit, at his sole and personal cost, as he may be advised, provided all work shall be done without disturbing the rights of other unit owners, and further provided that a unit owner shall make no changes or alterations to any exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing from the "Architectural Review Board" who is appointed by the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. Provided, that such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

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With the permission of the Board of Directors of the Association, abutting units may be physically combined, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld.

Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Association. Nothing herein shall be deemed to require the Association to approve any structural modification which involves the weakening, movement or significant modification of any load bearing implement. Furthermore, nothing herein shall be deemed to require the Association or the Developer to approve any modification which will alter the exterior appearance of the building in which the units are located.

(5.3) LIMITED COMMON ELEMENTS: The maintenance, repair and/or replacement of the limited common elements appurtenant to each unit shall be the responsibility of the Association, as provided in Section (5.2a). The unit owner shall be responsible for day-to-day maintenance and cleaning of such limited common elements; and maintenance, repair or replacement of such limited common elements as provided in Section 5.2b(1).

(6) ASSESSMENTS: An Initial Fee shall be collected upon the closing of each condominium unit, which said fee shall equal two months assessments. This amount shall be in addition to the regular monthly assessment. Each Owner agrees to pay to the Association: (1) monthly assessment; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and specific assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner except as provided for in Section (6.4) of this Declaration, the Grantee is jointly and severally liable with the Grantor for all unpaid assessments against the Grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the Grantee may have to recover from the Grantor the amounts paid by the Grantee. The making and collection of assessments against unit owners for common expenses, and for reserves as may from time-to-time be established by the Association, shall be pursuant to the By-Laws and subject to the following provisions:

(6.1) PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the facilities and carrying out the responsibilities of the Association.

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(5.2) SHARE OF COMMON EXPENSES: Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, in the same proportion as his undivided interest in the common elements, as set forth in Exhibit "C" hereof, but such right shall not vest or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus.

(5.3) PAYMENTS: Assessments and installments thereon paid on or before ~~ten (10) days after~~ the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the highest rate allowed by law. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of any assessment remains unpaid thirty (30) days after the same shall become due, and a claim of lien has been filed, the Board of Directors may declare the entire annual assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

(6.4) LIEN FOR ASSESSMENTS: The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure costs of collection by the Association including, without limitation, reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Osceola County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid, or one year, whichever shall come first. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like matter as a foreclosure of a mortgage on real property. If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit, and the Association is entitled to the appointment of a receiver to collect the rent. The Association may also sue to recover a money judgement for unpaid assessments without waiving the lien security of the same. When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgement in a foreclosure suit in which the association has been properly named as a defendant junior lienholder, or, as a result of a deed given in lieu of foreclosure, such acquires of title and his successors and assigns is not liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquires and his successors and assigns. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

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shall be excused from the payment of its share of the common expenses based on \$82.00 per completed unit, in respect to the units offered for sale and owned by the Developer, however, the Developer shall pay the portion of the common expenses incurred which exceed the amount assessed against other unit owners, herein called the "Deficiency" until such time as the Developer begins paying annual assessments. The period of time the Developer shall be responsible for the "Deficiency" is defined in Section (4.3).

(6.6) MAXIMUM ANNUAL ASSESSMENT: Until December 31, 1993, the maximum annual assessment shall be Ninety-Nine and 00/100 Dollars (\$82.00) per month, per Unit. From and after December 31, 1993, the maximum annual assessment may be increased each year not more than fifteen (15) percent above the maximum assessment for the previous year without a vote of the membership. The maximum assessment may be increased above the fifteen percent increase by a vote of the majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment to an amount not in excess of the maximum.

(6.7) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to monthly assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Element, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(6.8) NOTICE OF MEETING AND QUORUM: Written notice of any meeting called for the purpose of taking any action authorized under 6.6 or 6.7 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6.9) DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall commence as to all Units subject thereto on the first day following the recording of the Declaration of Condominium in the public records of Osceola County, Florida. The first annual assessment against any Unit shall be adjusted and prorated according to the number of months remaining in the calendar year. There will be a proration of assessments for the month of closing. Said assessment shall be the responsibility of the Buyer of the unit. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto in the form of the proposed annual budget. Unless otherwise established by the Board of Directors, annual assessments shall be collected on a monthly basis. The due date for special assessments shall be collected on a monthly basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall within fifteen (15) days of any request by either a unit owner or unit mortgagee, furnish a certificate which shall be signed by an officer of the Association.

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setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit shall be binding upon the Association as of the date of issuance.

(6.10) EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law or established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the facilities or any other part of the Common Element, or abandonment of his Unit.

(6.11) FORECLOSURE: The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, and thereafter to hold, convey, lease, use and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgement against the prior Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida. Any Unit acquired by the Association pursuant to this Section shall be resold by it as soon as practicable.

(6.12) HOMESTEAD: By acceptance of a deed thereto, the Owner of each Unit shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Unit, and has been consensually granted. This paragraph is not intended to obligate the Association to expend assessment funds to improve or maintain any individual unit which may be homestead property, but only to waive any exemption from foreclosure of assessment or other liens created by this Declaration by reason of any homestead exemption provisions of Florida law.

(6.13) SUBORDINATION OF THE LIEN TO MORTGAGES: The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any First Mortgagee of a Unit any assessment remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Unit; provided however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its Mortgage.

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which notice shall designate the Unit encumbered by a property legal description and shall state the address to which notices pursuant to this Section are to be given. Any First Mortgagee holding a lien on a Unit may pay, but not be required to pay, any amounts by the lien created by this paragraph.

(7) ASSOCIATION: The operation of the Condominium shall be by Royal Palm Bay Condominium Association, Inc., a Florida corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

(7.1) ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to ~~harmony of external design and location in relation to surrounding~~ structures and topography by the Board of Directors of the Association, or by an Architectural Review Board composed of three (3) or more representatives appointed by the Board. In the event said Architectural Review Board (ARB), fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it in writing, approval will not be required and this Article will be deemed to have been fully complied with subject to proof of submittal. Any ARB decision may be overridden by a 2/3 majority vote of the Board of Directors.

No window treatments are provided by the Developer. All windows in each condominium unit must be covered using white PVC vertical blinds.

(7.2) ARTICLES OF INCORPORATION: A copy of the Articles of Incorporation of the Association is attached as Exhibit "D". Article III of the Articles of Incorporation sets out membership of unit owners in the Association.

(7.3) BY-LAWS: A copy of the By-Laws of the Association is attached as Exhibit "E". Section IV of the By-Laws sets out membership and voting rights of unit owners in the Association.

(7.4) MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION: Maintenance of the common elements is the responsibility of the Association.

(7.5) MANAGEMENT: The Association may contract for the management and maintenance of the condominium and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(7.6) NOTICE TO FIRST MORTGAGE: An institutional mortgagee or first mortgagee shall be entitled to written notification from the Association of any default in the performance by the owner of the unit encumbered by its mortgage, of any obligation under this Declaration, the Association Articles of Incorporation and By-Laws and any amendments thereto, which default is not cured within thirty (30) days.

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to examine the books and records of the Association during normal business hours, with a one business day notice, and to require financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association. The right to inspection must not be denied.

(7.8) RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS: The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as in appurtenance to the unit.

(8) INSURANCE: Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners, shall be covered by the following provisions.

(8.1) AUTHORITY TO PURCHASE: All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the buildings and their appurtenances, all for the benefit of unit owners and their mortgagees as their interests may appear and provisions shall be to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. It shall be the responsibility of the unit owners and not the Association to obtain insurance coverage at their own expense upon their personal property and fixtures and in addition to obtain comprehensive personal liability insurance which shall include covering liability for damage to person or property of others located within the unit owner's unit, or in another unit, or upon the common elements resulting from the negligence of the insured unit owner in such amounts as shall from time-to-time be determined by the Board of Directors, but in no case, less than \$100,000.00 for each occurrence. Unit owners shall furnish the Association with copies of all insurance policies obtained by them. All unit owner and Association property and liability insurance shall contain the waivers provided in subsection 8.2a(3)i through 8.2a(3)iii, unless such coverage cannot be obtained.

(8.2) COVERAGE:

(8.2a) CASUALTY: All buildings and improvements upon the land, except coverings on unit floors, walls and ceilings, shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, as determined by the Board of Directors of the Association, on not less than one hundred percent (100%) of the replacement value. Values of insured property shall be determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire or other hazard covered by a standard extended coverage; and

(2) Such other risks as from time-to-time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

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(3) Unless such coverage cannot be obtained, the policies shall waive the insurer's right to:

(i) Subrogation against the Association and against the unit owners individually and as a group;

(ii) The prorata clause that reserves to the insurer the right to pay only a fraction of the loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board of Directors of the Association or by one or more unit Owners.

(4) Such policies may provide that they may not be canceled or substantially modified without thirty (30) days prior written notice thereof to each of the insured.

~~(8.2b) PUBLIC LIABILITY: In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners individually and as a group to a unit owner. Under no circumstances, however, shall liability insurance for bodily injury and property damage be less than \$1,000,000.00 per occurrence.~~

(8.2c) WORKMEN'S COMPENSATION POLICY: To meet the requirements of law.

(8.2d) FIDELITY BONDS: Fidelity Bonds shall be maintained providing coverage against dishonest acts by the Association's officer, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Said bond shall be in an amount not less than a sum equalling Ten Thousand (\$10,000) Dollars.

(8.2e) OTHER: Such other insurance as the Board of Directors of the Association shall determine from time-to-time to be desirable.

(8.3) PREMIUMS: Premiums for insurance policies purchased by the Association shall be a common expense and such premiums shall be paid by the Association.

(8.4) INSURANCE TRUSTEE SHARE OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to an Insurance Trustee, if one has been designated, being an institution having offices in Osceola County, Florida, or such other location as the Board of Directors might agree upon, and possessing trust powers as may from time-to-time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgages in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

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(8.4a) COMMON ELEMENTS: Proceeds on account of damage to common elements shall be held in undivided shares for each unit owner of the condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his unit.

(8.4b) UNITS: Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the units are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the units are not to be restored for the owners of such units, in undivided shares in proportion to the respective shares in the common elements appurtenant to such units.

(8.4c) MORTGAGES: In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1b(1) and 9.1b(2). No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and if additional monies are not available for such purposes.

(8.5) DISTRIBUTION OF PROCEEDS: Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the unit owners in the following manner:

(8.5a) EXPENSE OF TRUST: All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(8.5b) RECONSTRUCTION OR REPAIR: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the owners, remittances to unit owners and mortgagees being payable jointly to them.

(8.5c) FAILURE TO RECONSTRUCT OR REPAIR: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

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(8.5d) CERTIFICATE: In making distribution to unit owners and their mortgages, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of unit owners and their respective shares of the distribution.

(8.6) ASSOCIATION AS AGENT: The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each unit owner upon payment of a claim.

(9) RECONSTRUCTION OR REPAIR AFTER CASUALTY:

(9.1) DETERMINATION TO RECONSTRUCT OR REPAIR: If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(9.1a) COMMON ELEMENTS: If the damages improvement is a common element, the same shall be reconstructed or repaired unless the damages to such common element extend to units, in which case the provisions relative to reconstruction and repair of units and common elements, as elsewhere provided, shall pertain.

(9.1b) UNITS AND COMMON ELEMENTS:

(1) Partial Destruction - If the damaged improvement is a unit and common elements and less than ninety percent (90%) of the amount of insurance applicable to such improvement is forthcoming by reason of such casualty, then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of all units and all owners of damaged units, and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan associations and insurance companies, and institutional mortgagees holding first mortgages upon and units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement includes a unit and common elements and ninety percent (90%) or more of the amount of casualty insurance applicable to such improvement is forthcoming by reason of such casualty, the improvements shall not be reconstructed or repaired if seventy-five percent (75%) of the owners of all units and all owners of damaged units and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan associations, and insurance companies, and institutional mortgagees, holding first mortgages, upon units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(9.1c) CERTIFICATE: The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the unit owners, where so provided have made a decision whether or not to reconstruct or repair.

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(9.1d) TIME: If the determination is made as set out herein to reconstruct or repair, said reconstruction or repair shall begin in a reasonable period of time from the date the insurance proceeds are available for distribution whether held by the Insurance Trustee, if any, or the Association, or unit owner.

(9.2) PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications, and if the damaged property is a building containing units, by the owners of all damaged units therein, which approval shall not be unreasonably withheld.

(9.3) RESPONSIBILITY: If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(9.4) ESTIMATE OF COSTS: When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

(9.5) ASSESSMENTS FOR RECONSTRUCTION AND REPAIR: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the common elements.

(9.6) CONSTRUCTION FUNDS: The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:

(9.6a) ASSOCIATION: If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee, if one has been designated. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(9.6b) DISBURSEMENTS: The proceeds of insurance collected on account of a casualty and the sums received by the Association from collection of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

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(1) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner, shall be paid by the Association or the Insurance Trustee to the unit owner or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly. The distribution shall be in a proportion that the estimated cost of reconstruction and repair of such damage to each affected unit owner bears to the total of such estimated costs to all effected unit owners as determined by the Board of Directors. No owner shall be paid an amount in excess of the cost of repair of such damage. All proceeds shall be used to effect repairs for such damage, and if insufficient to complete such repairs, the unit owner shall pay the deficit with respect to such damage and promptly effect the repairs.

(2) Association - Lesser Damage - If the amount of estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of the architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the unit owners and their mortgagees, jointly, in proportion to the owner's share in the common elements, but reduced by the amount of any unpaid assessments against such unit owners.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the

Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

(9.7) NOTICE TO MORTGAGE HOLDERS: The Association shall provide written notice to first mortgage holders on any units within the condominium of any substantial damage to any units, buildings or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

(9.8) ACTION TO CONTEST CONDEMNATION: The Board of Directors of the Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the common elements or which touches upon, concerns or affects the use of the common elements. No unit owner or tenant of a unit shall impair or prejudice the action of the Board of Directors in contesting such condemnation. Such restriction or prohibition shall not preclude a unit owner or tenant of a unit from contesting the taking in such condemnation or eminent domain proceeding of the unit owned or rented by such unit owner or tenant or of any trade fixtures or other equipment installed or located in the unit so owned or rented. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Directors of the Association shall request the Court to set forth the allocation of the condemnation award among the unit owners affected, taking into account the respective percentage interests in the common elements; the effect of taking on each unit affected thereby and any other relevant factors.

(9.9) TERMINATION OF CONDOMINIUM AFTER PRETRIAL TAKING BY CONDEMNATION: If any condemnation or eminent domain proceeding results in the taking of:

(9.9a) Two-thirds (2/3) or more of the land comprising the condominium or one-half (1/2) or more of the building containing the units, and owners of units having seventy-five percent (75%) of the interest in the common elements resolve to terminate the Condominium; or

(9.9b) Less than two-thirds (2/3) of the land comprising the Condominium but such taking substantially effects the use of the Condominium, or less than one-half (1/2) of the building containing the units, and owners of units having fifty percent (50%) of the interest in the common elements resolve to terminate the Condominium; the Condominium shall be terminated and the net proceeds of the award from the condemnation or eminent domain shall be considered one fund and shall be divided among all the unit owners in proportion to their respective common interests, provided however, that no payment shall be made to a unit owner until there has first been paid off out of such owner's share all liens on such owner's unit.

(9.10) DISTRIBUTION OF CONDEMNATION AWARDS: Except as provided in Section 9.9 above, and any award obtained by a unit owner for the unit or for any trade fixtures or other equipment as further provided in section 9.8 above, in the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee, if one has been designated, if the award is more than \$50,000.00, and to the Board of Directors if there is no Insurance Trustee, if one has been designated, if the award is more than \$50,000.00, and to the Board of Directors if there is no Insurance Trustee or if the award is \$50,000.00 or less. The Board of Directors shall arrange for the repair, restoration or replacement of such common elements to the extent reasonably

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possible, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds or if the Board of Directors cannot reasonably repair, restore or replace the common elements taken, the proceeds shall be distributed among the unit owners as directed by the Court, taking into account the respective percentage interests in the common elements of the units affected thereby and any other relevant factors.

(9.11) CONDEMNATION PROVISIONS SUBJECT TO EXISTING LAW: All provisions of Sections 9.8 through 9.10 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of Sections 9.10 be deemed illegal at such time, the distribution of proceeds, shall be as a Court of law shall determine.

(10) USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the building in useful condition exists upon the land.

(10.1) PERMITTED USES OF UNITS: All units on the condominium shall be used for no purpose other than residential purposes, except for the common elements on which there may be placed landscaping, parking areas and recreational facilities. No part of the condominium shall be used for commercial purposes. Occupants within the unit may not cause or produce a nuisance to other portions of the condominium, such as but not limited to, vibration, sound, electro-mechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odors, toxic or non-toxic matter.

(10.2) PROHIBITED USES: No unit may be used for any purpose which would violate the zoning regulations for the condominium property or any other agreement pertaining to the condominium property.

(10.3) COMMON ELEMENTS: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit.

(10.4) NUISANCES: No nuisances or noxious or offensive activity shall be allowed to exist upon the condominium property, nor shall use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the property by its unit owners be allowed.

A nuisance shall include without limitation, any of the following conditions:

(10.4a) Emission of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids or other substances into the atmosphere, that may adversely affect the use or intended use of any unit or may adversely affect the health, safety, or comfort of persons in the condominium;

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(10.4b) Discharge of waste or any substance or material of any kind into any public or Association maintained sewer serving the condominium, or any part thereof, in violation of any law, rule or regulation of any public body having jurisdiction thereof;

(10.4c) The perception, at any point outside the boundaries of a unit of noise or vibrations from any activity, machine, device, or combination thereof located in that unit that unreasonably interferes with the use or enjoyment of any other unit will not be allowed. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

(10.5) **LAWFUL USE:** No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it.

(10.6) **ANIMALS:** No animals shall be permitted on or in the Common Area at any time, unless they are leashed.

(10.7) **DELEGATION OF USE:** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Unit.

(10.8) **ANTENNAS:** No exterior antennas of any type shall be permitted or used upon the condominium property, unless and until the same shall have been approved by the Association.

(10.9) **REGULATIONS:** Reasonable regulations concerning the use of the condominium property may be made and amended from time-to-time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners of the condominium.

(10.10) **DEVELOPERS USE:** As otherwise provided herein, until such time as the Developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property, neither the unit owners nor the Association, nor their use of the condominium property shall interfere with the completion of the contemplated improvements or sale of said units. The Developer may take such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. Until completion and sale of all the units by the Developer, no "For Sale" or "Lease" sign may be displayed upon the condominium property without the consent of the Developer.

(10.11) **SIGNS:** No sign, poster, billboard or other advertising of any kind shall be permitted on any portion of the condominium property, except such signs as are approved by the Association. The size, design, color, style, location and illumination of any such sign, poster, billboard, or other advertising are subject to the approval of the Association.

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(11) MAINTENANCE OF CONDOMINIUM ASSOCIATION RECORDS: In order to maintain accurate records of current ownership and occupants of the community, the sale or lease of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

(11.1) SALE: A unit owner intending to make a bona fide sale of his unit shall give the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and an executed copy of the proposed contract to sell.

(11.2) LEASE: A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice, of such intention, together with such other information concerning the intended lessee as the Association may reasonably require.

(12) PURCHASE OF UNITS BY ASSOCIATION: The Association shall have the power to purchase units, subject to the following provisions.

(12.1) DECISIONS: The decision of the Association to purchase a unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this selection.

(12.2) LIMITATION: If at any one time the Association becomes the owner or agreed purchaser of two (2) or more units, it may not purchase any additional units without the prior written approval of two-thirds (2/3) of the members eligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

(13) TITLE TO PROPERTY: The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board of Administration. The acquisition of property by the Association, and material alterations or substantial additions to such property or the common elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the units.

(14) COMPLIANCE AND DEFAULT: Each unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, and By-Laws and the Rules and Regulations adopted pursuant thereto, and Management Agreement, and said documents as they may be amended from time-to-time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the other remedies provided in this Declaration and the Condominium Act.

(14.1) ENFORCEMENT: The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or any portion of a unit to be maintained by the Association pursuant to the declaration or as necessary to its appurtenances, or of the common elements or of the limited common elements.

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terms of the Declaration, Articles of Incorporation, By-Laws, Management Agreement, and Rules and Regulations adopted pursuant thereto, and said document as they may be amended from time-to-time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court, including costs and attorney's fees for any applicable proceedings.

(14.3) NO WAIVER OF RIGHTS: The failure of the Developer, or the Association, or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

(15) AMENDMENTS: Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

(15.1) NOTICE: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(15.2) RESOLUTION: An amendment may be proposed by either the Board of Directors or by one-third (1/3) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and two-thirds (2/3) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

(15.3) AGREEMENT: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Osceola County, Florida.

(15.4) EXCEPTION: Anything herein to the contrary notwithstanding, for so long as the Developer shall hold fee simple title to any unit, the Developer may amend this Declaration of Condominium pursuant to the Condominium Act, by recording such amendment in the Public Records of Osceola County, Florida, and such amendment may be effective without the necessity of a meeting of the unit owners or the approval and joinder of any unit owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not alter the common elements beyond the extent provided for under the provisions of Section (3.2a) hereof, nor shall such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

(15.5) PROVISIO: Provided however, that no amendment shall discriminate against any unit owner now against any unit or class or group of unit owners or units unless the unit owners so affected and their institutional first mortgages shall consent.

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Any amendment which shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of two-thirds (2/3) of the unit owners other than the Developer and shall further require written approval by the owner of the unit concerned and written approval of all of the first mortgages and the institutional first mortgagees of the units affected, said approval to be evidenced by joinder in the execution of the amendment. Unless all of the mortgagees, and two-thirds (2/3) of the owners other than the Developer, have given their prior written approval, the Association shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause. Further, no amendment shall make any change in any provision herein relating specifically to the Developer (including, but not limited to Sections 3.2, 3.2a, 3.3a, 3.3d, 4.3, 5.2c, 6.4, 10.8, 10.9, 11, 13.4, 14.4, 14.5) without Developer's written consent and joinder in the execution of said amendment.

(15.6) EXECUTION AND RECORDING: The original amendment shall certify that the amendment was duly adopted, and executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such amendment is recorded in the Public Records of Osceola County, Florida.

(16) TERMINATION: The Condominium may be terminated or abandoned in the following manner:

(16.1) AGREEMENT: The Condominium may be terminated or abandoned at any time by approval, in writing, of all of the owners of the Condominium, all record owners or mortgages upon the units therein, and the Veterans Administration, provided that VA approval for the project has been sought and obtained.

(16.2) TOTAL DESTRUCTION OF THE BUILDING OR PARTIAL TAKING BY CONDEMNATION: If all the building, as a result of common casualty, be damaged within the meaning of Section 9 and it not be decided as therein provided that such building shall be reconstructed or repaired; or if after partial taking by condemnation the unit owners resolve to terminate the Condominium as provided within Section 15, the condominium form of ownership be effective: The owners of the common elements shall thereupon be the owners, tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

(16.3) GENERAL PROVISIONS: Upon termination of the Condominium, the mortgagee and lienor of a unit owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Osceola County, Florida.

(16.4) AMENDMENT: This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the apartments.

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(17) SEVERABILITY: The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause or phrase or word or other provision of this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Association, and any Exhibits attached hereto, shall not affect the remaining portions thereof.

(18) NOTICE: Upon written request to the Condominium Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(18.1) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(18.2) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(18.3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's association.

(18.4) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(18.5) The Association shall be allowed to lease a portion of the recreational facilities building for office use by Developer or other future management entities as may be negotiated by the Board of Directors. Notwithstanding the above, the Developer hereby reserves the right to occupy the recreational facilities for marketing purposes until the sale of the last unit by Developer at no expense. Developer reserves the right to lease the recreational facilities for marketing purposes for a period of up to three (3) years after the sale of the last unit at a rental rate of \$125.00 per month with an annual increase of five (5%) percent per year more specifically described on Exhibit "p".

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

COMPLETE INTERIORS, INC.

Christine Szczesny
Christine Szczesny
Sandra M. Weld
Sandra M. Weld

Linda C. Clark
Linda C. Clark, President
Complete Interiors, Inc.
435 Douglas Avenue
Altamonte Springs, FL 32714

STATE OF FLORIDA:
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, personally appeared Linda C. Clark, well known to me and known to be the President of Complete Interiors, Inc., and that she acknowledged executing this Declaration in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in her by said corporation. She is personally known to me and did not take an oath.

IN witness whereof, I have hereunto set my hand and official seal at said county and State this 23rd day of February, A.D., 1994.



OFFICIAL SEAL
JANICE C. KOELBLE
My Commission Expires
July 16, 1996
Comm. No. CC 252313

Janice C. Koelble
Notary Public (SEAL)
Janice C. Koelble

My Commission Expires: 7/16/96

DOC/PA/A:

11.334

PROFESSIONAL LAND SURVEYING SERVICES, INC.

Michael E. Petulla, P.L.S.

May 6, 1992

ROYAL PALM BAY LEGAL DESCRIPTION:

A portion of Tract "5", Record Plat of Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 14, Township 25 South, Range 28 East, Osceola County, Florida, said point also being the Southeast corner of said Tract "5"; thence N 89°48'00" W, along the South line of the Northeast 1/4 of said Section 14, a distance of 872.70 feet to the Point of Beginning; thence continue N 89°48'00" W, along said South line 1222.52 feet to a point on the Northeasterly right of way line of Poinciana Boulevard as shown per said Record Plat of Hamilton's Reserve; thence N 44°30'25" W, along said right of way line 920.11 feet; thence N 45°29'35" E, 404.55 feet; thence N 61°47'41" E, 138.56 feet; thence N 86°20'01" E, 117.07 feet; thence S 21°16'29" E, 158.53 feet; thence S 19°44'01" W, 74.08 feet; thence S 25°25'06" E, 331.19 feet; thence S 42°57'12" E, 295.11 feet; thence S 83°29'59" E, 171.65 feet; thence N 80°09'42" E, 302.57 feet; thence S 77°07'56" E, 167.61 feet; thence S 58°47'31" E, 210.37 feet; thence S 72°31'47" E, 160.12 feet; thence S 00°12'00" W, 122.31 feet to the Point of Beginning. Containing 16.113 acres, more or less.

LESS

Begin at the most Westerly corner of said Tract "5", said point being the most Southerly corner of Lot 22, Wilshire Oaks, as recorded in Plat Book 6, Pages 181 & 182, of the Public Records of Osceola County, Florida and also being a point on the Northeasterly right of way line of Poinciana Boulevard; thence S 44°30'25" E, along said Northeasterly right of way line for 65.00 feet; thence N 45°29'35" E, 60.00 feet; thence N 44°30'25" W, 65.00 feet to a point on the Westerly line of said Tract 5; thence S 45°29'35" W, 60.00 feet along said Westerly line to the Point of Beginning. Containing 0.090 acres, more or less.

(This legal is for the sum total of all 19 phases. Each phase is individually described in Exhibit B.)

362 B GRANT STREET • LONGWOOD, FLORIDA 32750 • (407) 834-2424 • (FAX) (407) 834-2452

EXHIBIT

A

08/25/92
ROYAL PALM BAY

Proposed Construction

DESCRIPTION OF MATERIALS

Under Construction

Property address Poinciana Blvd. City Kissimmee State FL

Mortgagor or Sponsor _____ (Name) _____ (Address)

Contractor or Builder Complete Interiors, Inc. 435 Douglas Ave., Altamonte Springs, FL
(Name) (Address) 32716

INSTRUCTIONS

1. For additional information on how this form is to be submitted, number of copies, etc., see the Instructions applicable to the HUD Application for Mortgage Insurance, VA Request for Determination of Reasonable Value, or FHA Property Information and Appraisal Report, as the case may be.
2. Describe all materials and equipment to be used, whether or not shown on the drawing, by marking an X in each appropriate check-box and entering the information called for each space. If space is inadequate, enter "See misc." and describe under Item 27 or on an attached sheet. THE USE OF PAINT CONTAINING MORE THAN THE PERCENTAGE OF LEAD BY WEIGHT PERMITTED BY LAW IS PROHIBITED.
3. Work not specifically described or shown will not be considered unless

required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
4. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
5. Include signatures required at the end of this form.
6. The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable Minimum Property Standards.

1. EXCAVATION:

Bearing soil type sand

2. FOUNDATIONS:

Footings: concrete mix monolithic; strength psi 2,500 Reinforcing 2 #5 rebar

Foundation wall: material _____ Reinforcing _____

Interior foundation wall: material concrete Party foundation wall none

Columns: material and sizes _____ Piers: material and reinforcing _____

Cirders: material and sizes _____ Sills: material _____

Basement entrance arcaaway _____ Window arcaaways _____

Waterproofing 6 mil visqueen Footing drains _____

Termite protection soil protected by bonded exterminating company

Basement floor: space, ground cover _____; insulation _____; foundation vents _____

Special foundations _____

Additional information: _____

3. CHIMNEYS:

Material _____ Prefabricated (make and size) _____

Flue lining: material _____ Heater flue size _____ Fireplace flue size _____

Vents (material and size): gas or oil heater _____; water heater _____

Additional information: _____

4. FIREPLACES:

Type: solid fuel; gas-burning; circulator (make and size) _____ Ash dump and clean-out _____

Fireplace: facing _____; lining _____; hearth _____; mantel _____

Additional information: _____

5. EXTERIOR WALLS:

Wood frame: wood grade, and species 2 x 4 utility grade Corner bracing. Building paper or felt _____

Sheathing _____; thickness _____; width _____; solid; spaced _____ o. c.; diagonal; _____

Siding hard board; grade _____; type lap; size 1" x 8"; exposure _____; fastening galv. nails

Shingles _____; grade _____; type _____; size _____; exposure _____; fastening _____

Succo _____; thickness _____; Lath _____; weight _____ lb.

Masonry veneer _____ Sills _____ Lintels _____ Base flashing _____

Masonry blind faced stuccoed; total wall thickness _____; facing thickness _____; facing material _____

Back-up material _____; thickness _____; bonding _____

Door sills _____ Window sills _____ Lintels _____ Base flashing _____

Interior surfaces: dampproofing, _____ coats of _____; furring _____

Additional information: _____

Exterior painting: material latex; number of coats _____

Gable wall construction: same as main walls; other construction _____

6. FLOOR FRAMING:

Joints: wood, grade, and species #2 SY pine; other soundproofing; bridging per codes; anchors _____

Concrete slab basement floor; first floor; ground supported; self-supporting; mix 2,500 psi; thickness 3 1/2"

reinforcing _____; insulation _____; membrane _____

Fill under slab: material lean compacted fill; thickness 3". Additional information: _____

7. SUBFLOORING: (Describe underflooring for special floors under item 21.)

Material: grade and species _____; size 4 x 8; type plywood

Laid: first floor; second floor; attic _____ sq. ft.; diagonal; right angles. Additional information: _____

7/16 CDX 4 ply plywood under 3/4 gyprocte

8. FINISH FLOORING: (Wood only. Describe other finish flooring under item 21.)

LOC. OR ROOM	ROOMS	GRADE	SPECIES	THICKNESS	WIDTH	BLOG. PAPER	FINISH
First floor							
Second floor							
Attic floor							

Additional information: _____

9. PARTITION FRAMING:
 Studs: wood, grade, and species utility grade or per code and spacing 2 x 4 24" O.C. Other _____
 Additional information: 16" O.C. load bearing walls

10. CEILING FRAMING:
 Joists: wood, grade, and species #2 SY Pine Other _____ Bridging _____
 Additional information: _____

11. ROOF FRAMING:
 Rafters: wood, grade, and species #2 SY Pine Roof trusses (see detail): grade and species _____
 Additional information: Per truss engineering

12. ROOFING:
 Sheathing: wood, grade, and species 7/16 OSB solid; spaced _____ o.c.
 Roofing: shingle; grade fiberglass; size 12 x 36; type 240 lbs.
 Underlay: 1-15 lb. felt; weight or thickness 15; size 36"; fastening RN or staples
 Built-up roofing _____; number of plies _____; surfacing material _____
 Flashing: material Falvanized; gage or weight 26; gravel stop; snow guards
 Additional information: _____

13. GUTTERS AND DOWNSPOUTS:
 Gutters: material seamless aluminum; gage or weight .0275; size _____; shape _____
 Downspouts: material seamless aluminum; gage or weight .0275; size _____; shape _____; number _____
 Downspouts connected to: Storm sewer; sanitary sewer; dry-well. Splash blocks: material and size _____
 Additional information: _____

14. LATH AND PLASTER
 Lath walls, ceilings: material _____; weight or thickness _____ Plaster: coats _____; finish _____
 Dry-wall walls, ceilings: material gypsumboard; thickness _____; finish _____
 Joint treatment taped, mudded, and sanded (5/8" type X on firewall, each side)

15. DECORATING: (Paint, wallpaper, etc.)

Room	WALL FINISH MATERIAL AND APPLICATION	CEILING FINISH MATERIAL AND APPLICATION
Kitchen	2 coats enamel	same
Bath	2 coats enamel	same
Other	2 coats latex	acoustic spray

Additional information: _____

16. INTERIOR DOORS AND TRIM:
 Doors: type flush hollow core prehung; material luan; thickness 1 3/8"
 Door trim: type colonial; material pine Base: type colonial; material pine; size 7/16"
 Finish: doors polyurethane or paint; trim enamel paint or stain and poly
 Other trim (trim, type and location) _____
 Additional information: _____

17. WINDOWS:
 Windows: type SH; make Mayfair or equal; material aluminum; sash thickness .062
 Glass: grade SS; sash weights; balances, type spiral; head flashing .062
 Trim: type continuous; material polypropylene Paint _____; number coats _____
 Weatherstripping: type continuous; material polypropylene Storm sash, number _____
 Screens: full; half; type fiberglass; number each; screen cloth material fiberglass
 Basement windows: type _____; material _____; screens, number _____; Storm sash, number _____
 Special windows _____
 Additional information: painted window frames/marble window sills

18. ENTRANCES AND EXTERIOR DETAIL:
 Main entrance door: material _____; width 3'0"; thickness 1 3/4" Frame: material pine; thickness 1/2"
 Other entrance doors: material _____; width _____; thickness _____ Frame: material _____; thickness _____
 Head flashing _____ Weatherstripping: type vinyl; saddles aluminum
 Screen doors: thickness _____; number _____; screen cloth material _____ Storm doors: thickness _____; number _____
 Combination storm and screen doors: thickness _____; number _____; screen cloth material _____
 Shutters: hinged fixed Railings pine (where applicable) Attic louvers _____
 Exterior millwork: grade and species PT #2 pine Paint latex; number coats _____
 Additional information: insulated steel front door

19. CABINETS AND INTERIOR DETAIL:
 Kitchen cabinets, wall units: material laminare; linear feet of shelves _____; shelf width 12
 Base units: material laminare; counter top laminare; edging laminare
 Back and end splash laminare Finish of cabinets laminare; number coats _____
 Medicine cabinets: make Zenith or equal; model #310 or equal
 Other cabinets and built-in furniture vanities laminare
 Additional information: _____

20. STAIRS: (for two story units)

Stair	TREADS		RISERS		STRING		HANDRAIL		BALLUSTRA	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement										
Main	PT pine	1 1/2"	none	none	pine	4 x 12	pine	PT 2x6	pine	PT 2x4
Attic										

Disappearing make and model number _____
 Additional information: _____

FLOOR	LOCATION	MATERIAL, COLOR, BORDER, SIZE, GAGE, ETC.	THRESHOLD MATERIAL	WALL BASE MATERIAL	UNDERFLOOR MATERIAL
	FLOOR	Kitchen	sheet vinyl	aluminum	wood
Bath		sheet vinyl	aluminum	wood	concrete
		FHA approved carpeting	aluminum	wood	concrete
		first floor concrete/2nd floor gyprocrete			
WALLS	LOCATION	MATERIAL, COLOR, BORDER, C.P. SIZE, GAGE, ETC.	HEIGHT	HEIGHT OVER TUB	HEIGHT IN SHOWERS (FROM FLOOR)
	Bath	around tubs ceramic tile	6'	4'8"	6'

Bathroom accessories: Recessed; material ceramic; number _____; Attached; material _____; number _____
 Additional information: _____

22. PLUMBING:

FIXTURE	NUMBER	LOCATION	MAKE	MANUFACTURER IDENTIFICATION NO.	SIZE	COLOR
Sink	1	kitchen	Briggs or equal		33 x 32	SS
Lavatory	2	bath	Briggs or equal		19"	white
Water closet	2	bath	Universal Rundle or Equal		1.5 gal.	white
Bathub	1	bath	Briggs or equal		5'	white
Shower over tub Δ	1	bath				
Stall shower Δ	1	master bath				
Laundry trays						
			Recessed laundry connections			
			Ice maker line to refrigerator			

Δ Curtain rod Door Shower pan; material Concrete or vinyl
 Water supply: public; community system; individual (private) system.*
 Sewage disposal: public; community system; individual (private) system.*
 *Show and describe individual system in complete detail in separate drawings and specifications according to requirements.
 House drain (inside): cast iron; tile; other polybutylene house sewer (outside): cast iron; tile; other PVC
 Water piping: galvanized steel; copper tubing; other polybutylene Sill cocks, number 1
 Domestic water heater: type electric; make and model RUUD PE-40-2 or _____; heating capacity _____
 _____ gph. 100' rise. Storage tank: material glass lined equal _____; capacity 40 gallons.
 Gas service: utility company; liq. pet. gas; other _____ Gas piping: cooking; house heating.
 Footing drains connected to: storm sewer; sanitary sewer; dry well. Sump pump; make and model _____; capacity _____; discharges into _____

23. HEATING:

Hot water. Steam. Vapor. One-pipe system. Two-pipe system.
 Radiators. Convectors. Baseboard radiation. Make and model _____
 Radiant panels: floor; wall; ceiling. Panel coil: material _____
 Circulator. Return pump. Make and model _____; capacity _____ gpm.
 Boiler: make and model _____ Output _____ Btu/h; net rating _____ Btu/h.
 Additional information: _____
 Warm air: Gravity. Forced. Type of system Electric heat pump
 Duct material: supply fiberglass; return fiberglass Insulation flexible duct _____; thickness _____ Outside air intake.
 Furnace: make and model Rheem or Carrier Input _____ Btu/h; output 29,000 Btu/h.
 Additional information: _____
 Space heater; floor furnace; wall heater. Input _____ Btu/h; output _____ Btu/h; number units _____
 Make, model _____ Additional information: _____
 Controls: make and types Rheem or Carrier
 Additional information: _____
 Fuel: oil; gas; liq. pet. gas; electric; other _____ storage capacity _____
 Additional information: _____
 Firing equipment furnished separately: Gas burner, conversion type Stokers: hopper feed tin feed
 Oil burner: pressure atomizing; vaporizing _____
 Make and model _____ Control _____
 Additional information: _____
 Electric heating system: type forced air Input 7,500 watts; @ 220 volts; output 12,750 Btu/h.
 Additional information: heat pump
 Ventilating equipment: attic fan, make and model _____; capacity 1 cfm.
 kitchen exhaust fan, make and model _____
 Other heating, ventilating, or cooling equipment Rheem or Carrier electric cooling system

24. ELECTRIC WIRING:

Service: overhead; underground. Panels: fuse box; circuit-breaker; make G.E. AMP's 150 No. circuits 12
 Wiring: conduit; armored cable; nonmetallic cable; knob and tube; other _____
 Special outlets: range; water heater; other Dryer
 Doorbell. Chimes. Push-button locations front door Additional information: TV, telephone outlets

25. LIGHTING FIXTURES:

Total number of fixtures 16 Total allowance for fixtures, typical installation, $\$$ _____
 Nontypical installation _____
 Additional information: _____

DESCRIPTION OF MATERIALS

26. INSULATION:

LOCATION	THICKNESS	MATERIAL, TYPE, AND METHOD OF INSTALLATION	VAPOR BARRIER
Roof	8 3/4"	blown R-19 or R-30 as applicable	
Ceiling		R-19 batts in cathedral areas	
Wall	3 1/2"	fiberglass R-11 batts in exterior walls	felt
Floor			

27. MISCELLANEOUS: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere, or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

SMOKE DETECTORS

S4S SPRUCE FACIA SOFFIT

RIDGE AND OFF RIDGE VENTING AND EXTERIOR SOFFIT VENTS

THREE SHELVES IN WALK-IN CLOSETS

WOOD BIFOLDS

VINYL CLAD METAL OR SUPER SHELVING

MIRROR BIFOLDS IN BEDROOMS ONLY

HARDWARE: (make, material, and finish.) KWIKSET LIDO BRIGHT BRASS LEVER OR EQUAL

SPECIAL EQUIPMENT: (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattles prohibited by law from becoming realty.)

WHIRLPOOL RANGE RE310PXX OR EQUAL

WHIRLPOOL DISHWASHER DUB000 OR EQUAL

MICROWAVE REFRIDGERATOR, WASHER/DRYER

DISPOSAL - WHIRLAWAY OR EQUAL

PORCHES:

TERRACES:

CONCRETE PATIO, OR PRESSURE TREATED WOOD DECKS.

GARAGES:

WALKS AND DRIVEWAYS:

Driveway: width _____; base material lime rock; thickness 3 1/2"; surfacing material asphalt; thickness 3/4"

Front walk: width 7'; material CONCRETE; thickness 3/4". Service walk: width 3'; material CONCRETE; thickness 3/4"

Steps: material _____; treads _____"; risers _____". Check walls _____

OTHER ONSITE IMPROVEMENTS:

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, restings, and accessory structures.)

LANDSCAPING, PLANTING, AND FINISH GRADING:

Topsoil 6" thick: front yard; side yards; rear yard to shrub beds and behind main building.

Lawns (seeded, sodded, or sprigged): front yard sodded; side yards sodded; rear yard sodded

Planting: as specified and shown on drawings; as follows:

2 Shade trees, deciduous, 1 1/2" caliper.

1 Low flowering trees, deciduous, 2' to 3'

7 High-growing shrubs, deciduous, 1 1/2' to 2 1/2'

5 Medium-growing shrubs, deciduous, 6' to 1'

5 Low-growing shrubs, deciduous, 1' to 2'

5 Evergreen trees, _____' to _____', B & B:

Evergreen shrubs, 1' to 3', B & B.

Vines, 2-year _____

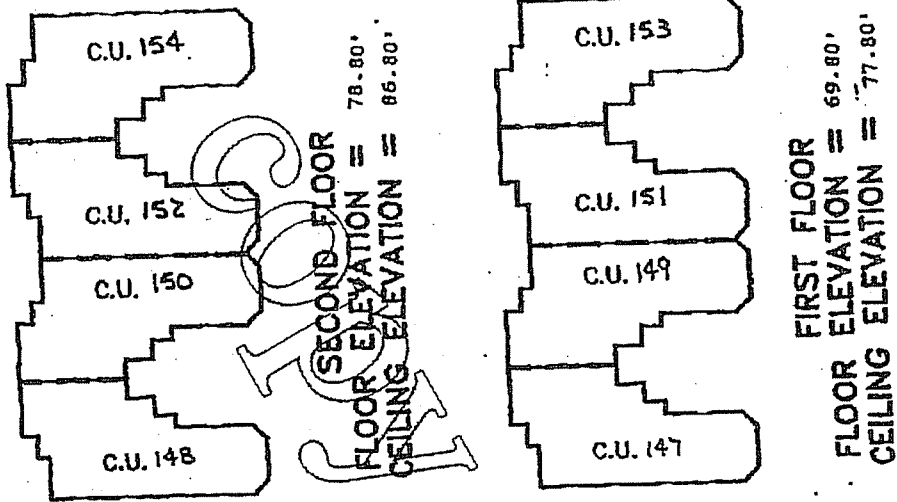
bahia sod

all outside planting areas to be fully irrigated

ROYAL PALM BAY A CONDOMINIUM

BUILDING "S" DETAIL

BOOK 104 PG 1161



SCALE 1"=30'

SHEET 5 OF 7

ROYAL PALM BAY A CONDOMINIUM

PHASE 14 BUILDING "R"

LAND DESCRIPTION:

A portion of Tract "5", Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Tract "5"; thence S 89°48'00" E along the South line of said Tract "5" a distance of 546.19 feet; thence N 00°12'00" E, 149.77 feet; thence East 103.00 feet to the Point of Beginning; thence N 00°00'58" W, 151.19 feet; thence N 80°09'42" E, 78.35 feet; thence S 77°07'56" E, 68.84 feet; thence S 00°10'44" W, 149.25 feet thence West 143.80 feet to the Point of Beginning.
Containing 0.521 acres, more or less.

2010

CERTIFICATION:

I hereby certify that the attached land description and sketch of land, description are true and correct and meet the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21 HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Michael E. Petulla
Michael E. Petulla, P.L.S.
Florida Registration #4372
October 20, 1992



PROFESSIONAL LAND SURVEYING SERVICES, INC.
308 E GRANT STREET
LAKELAND, FLORIDA 33908
(407) 836-2424

MICHAEL E. PETULLA P.L.S.

SHEET 1 OF 5

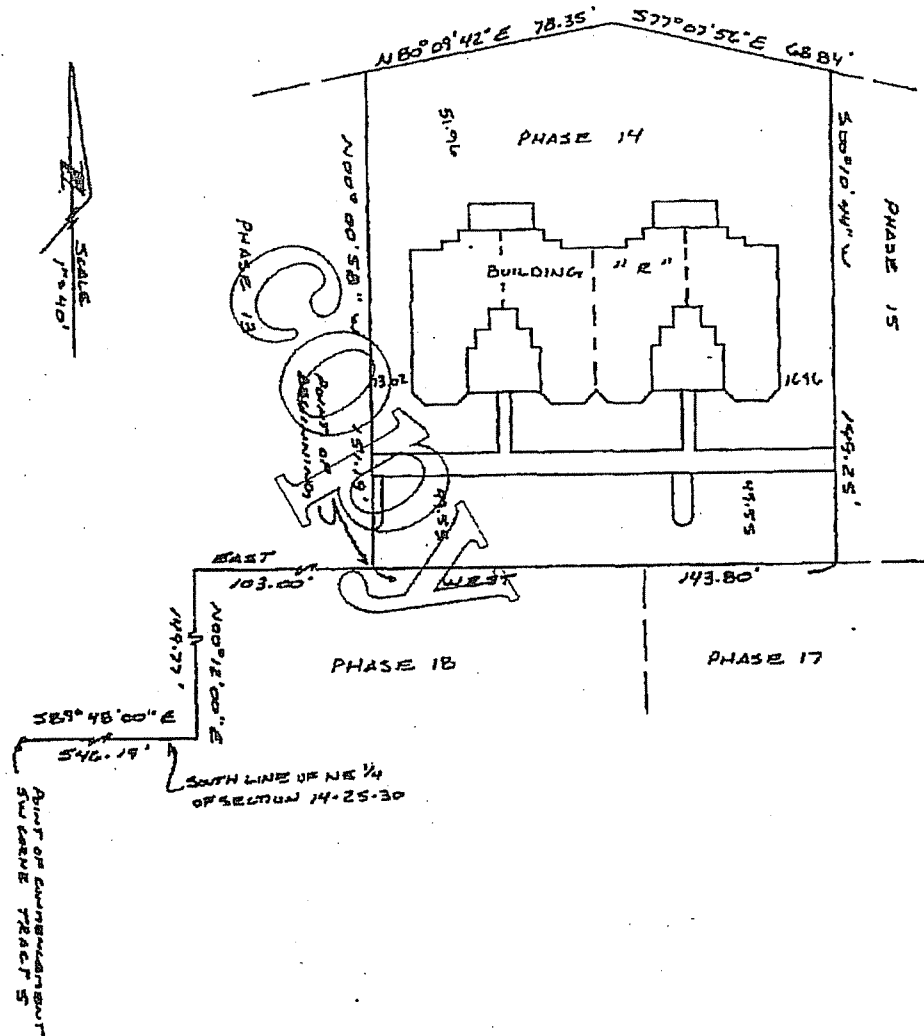
BOOK 101 PAGE 101

ROYAL PALM BAY A CONDOMINIUM

PHASE 14 BUILDING "R"

TRACT "B-2"
HAMILTON'S RESERVE
(PLATBOOK 6, PAGE 17747D)

RBK1 104 PG 153



Improvements are proposed and shown per Site Plan by Richardson Engineering their Job #920546, Sheet 8 of 14 dated June 1992

Bearings are based on the South line of the Northeast 1/4 of Section 14, Township 25 South, Range 28 East, Osceola County, Florida as being N 89°48'00" W.

SHEET 2 OF 5

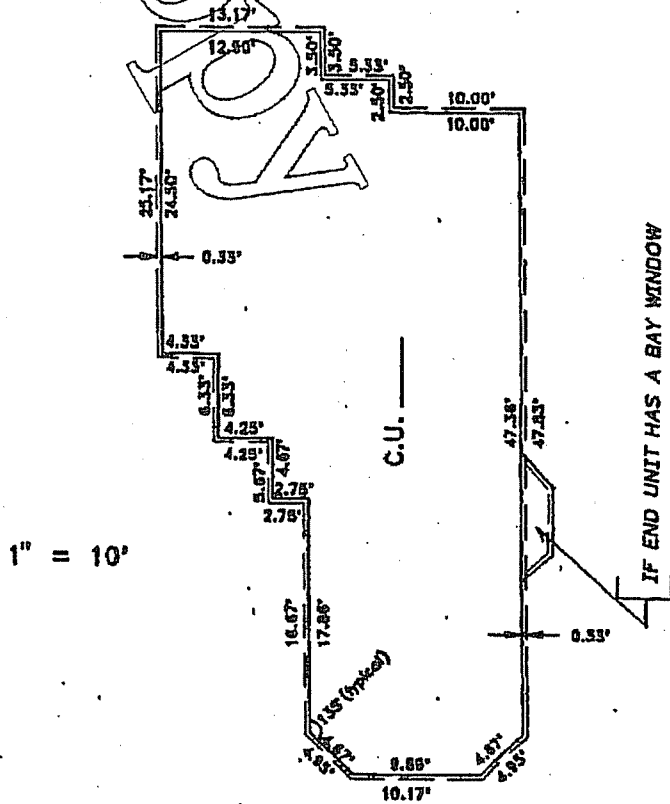
ROYAL PALM BAY A CONDOMINIUM

EXH 101 PG 151

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. Indicates common unit boundary.
 Indicates common elements.
 Indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449 2" brass disc in headwall, Elevation = 73.138'



TYPICAL CONDOMINIUM UNIT DETAIL
(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

SHEET 3 OF 5

ROYAL PALM BAY A CONDOMINIUM

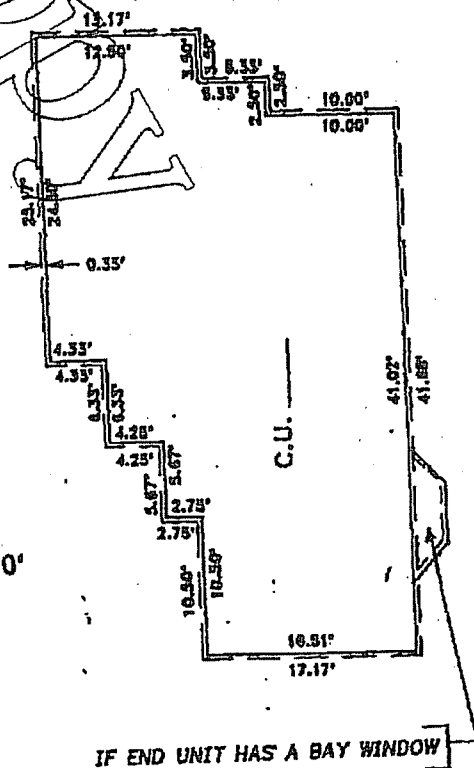
LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane at the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. _____ indicates common unit boundary.
_____ indicates common elements.
_____ indicates asphalt pavement.
5. All exterior walls of the units are 0.33" feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. _____ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
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Elevations are proposed and are based on Osceola County Datum #449
2" brass disc in headwall. Elevation = 73.138'

BOOK 109 PAGE 2381

1" = 10'



TYPICAL CONDOMINIUM UNIT DETAIL
(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

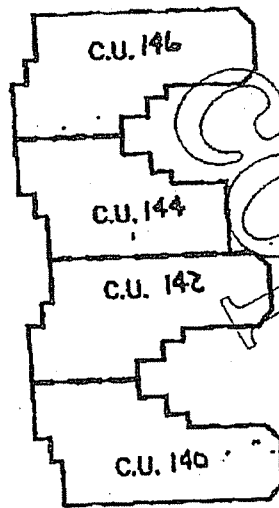
C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

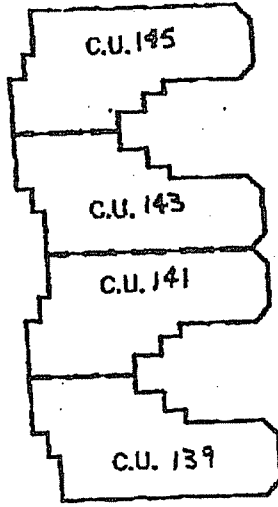
ROYAL PALM BAY A CONDOMINIUM

BUILDING "R" DETAIL

REK1109 PG1166



SECOND FLOOR
 FLOOR ELEVATION = 78.80'
 CEILING ELEVATION = 86.80'



FIRST FLOOR
 FLOOR ELEVATION = 69.80'
 CEILING ELEVATION = 77.80'

SCALE 1"=30'

SHEET 5 OF 5

ROYAL PALM BAY A CONDOMINIUM

BOOK 104 PAGE 167

PHASE 15 BUILDING "Q"

LAND DESCRIPTION:

A portion of Tract "5", Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Tract 5; thence S 89°48'00" E along the South line of said Tract 5 a distance of 889.89 feet; thence N 00°12'00" E, 150.47 feet to the Point of Beginning; thence West 96.89 feet; thence N 00°10'44" E, 149.25 feet; thence S 77°07'56" E, 96.77 feet; thence S 58°47'31" E, 210.37 feet; thence S 84°12'15" W, 180.72 feet to the Point of Beginning.
Containing 0.569 acres, more or less.

COPIED

CERTIFICATION:

I hereby certify that the attached land description and sketch of land description are true and correct and meet the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21 HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Michael E. Petulla
Michael E. Petulla, P.L.S.
Florida Registration #4372
October 20, 1992



PROFESSIONAL LAND SURVEYING SERVICES, INC.

308 S GRANT STREET
LONGWOOD, FLORIDA 32780
(407) 538-2426

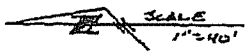
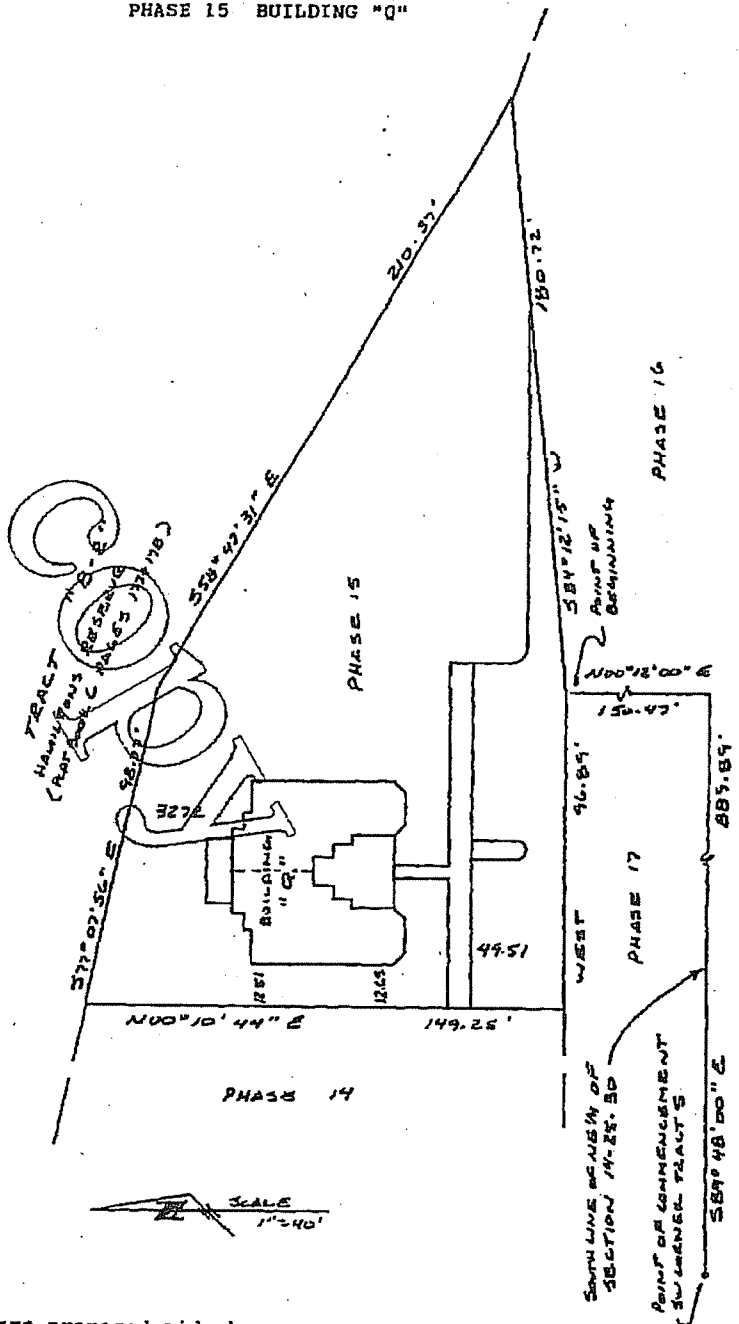
MICHAEL E. PETULLA P.L.S.

SHEET 1 OF 5

ROYAL PALM BAY A CONDOMINIUM

PHASE 15 BUILDING "Q"

BOOK 104 PG 158



Improvements are proposed and shown per
 Site Plan by Richardson Engineering their
 Job #920546, Sheet 8 of 14 dated June 1992

Bearings are based on the South line of the Northeast 1/4
 of Section 14, Township 25 South, Range 28 East, Osceola County,
 Florida as being N 89°48'00" W.

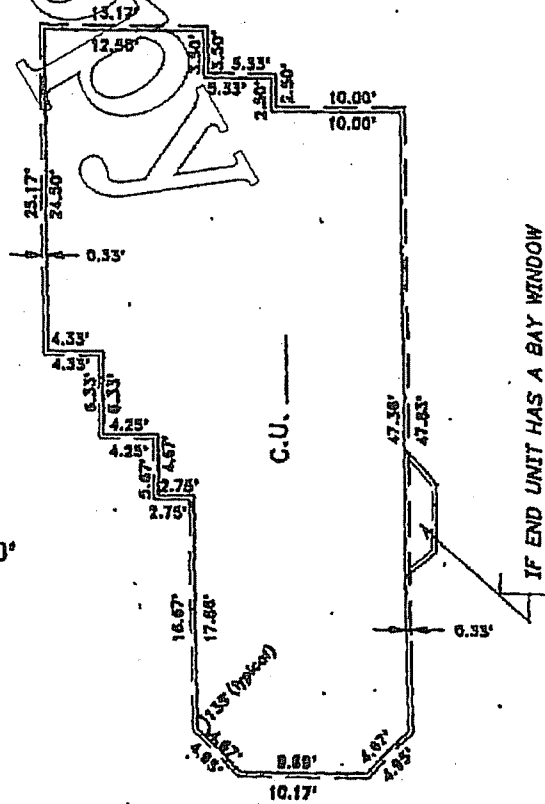
SHEET 2005

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane at the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. _____ Indicates common unit boundary.
_____ Indicates common elements.
_____ Indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. _____ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449 2" brass disc in headwall, Elevation = 73.138'



TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

EXHIBIT 109 PG 159

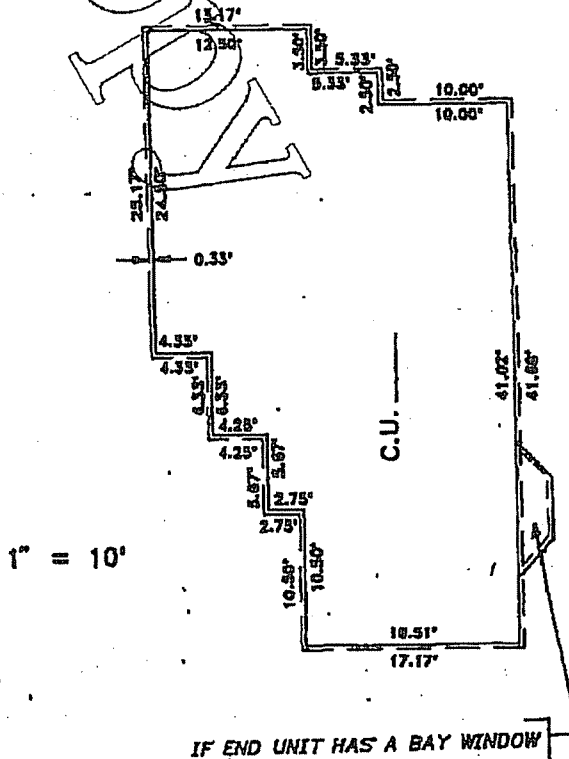
SHEET 3 OF 5

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. _____ indicates common unit boundary.
_____ indicates common elements.
_____ indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. _____ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449
2" brass disc in headwall, Elevation = 73.138'



TYPICAL CONDOMINIUM UNIT DETAIL

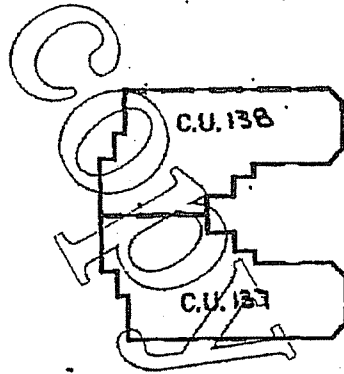
(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

ROYAL PALM BAY A CONDOMINIUM

BUILDING "Q" DETAIL



FIRST FLOOR
FLOOR ELEVATION = 69.50'
CEILING ELEVATION = 77.50'

SCALE 1"=30'

SHEET 5 OF 5

110

ROYAL PALM BAY A CONDOMINIUM

PHASE 16 BUILDING "P"

LAND DESCRIPTION:

A portion of Tract "5", Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Tract 5; thence S 89°48'00" E along the South line of said Tract 5 a distance of 889.89 feet to the Point of Beginning; thence N 00°12'00" E, 150.97 feet; thence N 84°12'15" E, 180.72 feet; thence S 72°31'47" E, 160.12 feet; thence S 00°12'00" W, 122.31 feet to a point on said South line of Tract 5; thence N 89°48'00" W along said South line 332.64 feet to the Point of Beginning. Containing 1.175 acres, more or less.

2007

CERTIFICATION:

I hereby certify that the attached land description and sketch of land description are true and correct and meet the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21 HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Michael E. Petulla
Michael E. Petulla, P.L.S.
Florida Registration #4372
October 20, 1992



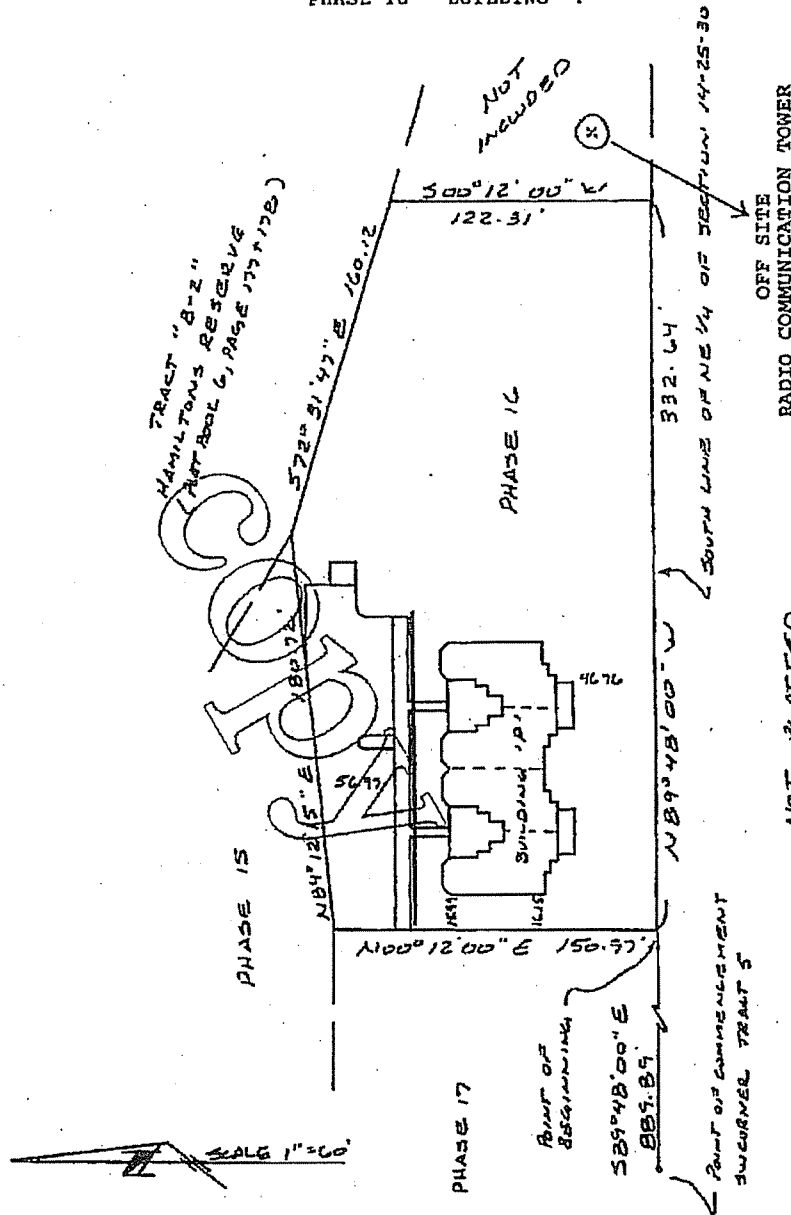
PROFESSIONAL LAND SURVEYING SERVICES, INC.
302 W. GRANT STREET
LEHIGH, FLORIDA 32780
(407) 834-2424

MICHAEL E. PETULLA P.L.S.

SHEET 1 OF 5

ROYAL PALM BAY A CONDOMINIUM

PHASE 16 BUILDING "P"



Improvements are proposed and shown per Site Plan by Richardson Engineering their Job #920546, Sheet 8 of 14 dated June 1992

Bearings are based on the South line of the Northeast 1/4 of Section 14, Township 25 South, Range 28 East, Osceola County, Florida as being $N 89^{\circ}48'00''$ W.

SHEET 2 OF 5

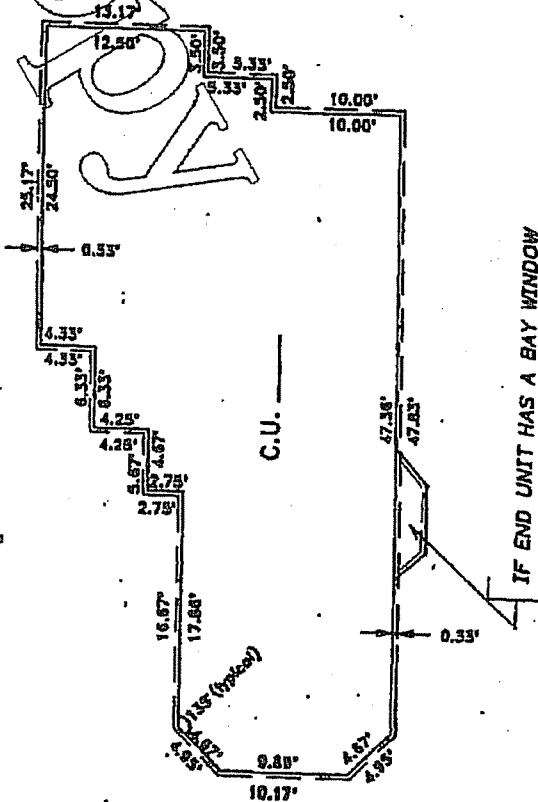
ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. _____ indicates common unit boundary.
_____ indicates common elements.
_____ indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449 2" brass disc in headwall, Elevation = 73.138'

1" = 10'



C.U. DENOTES CONDOMINIUM UNIT




TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

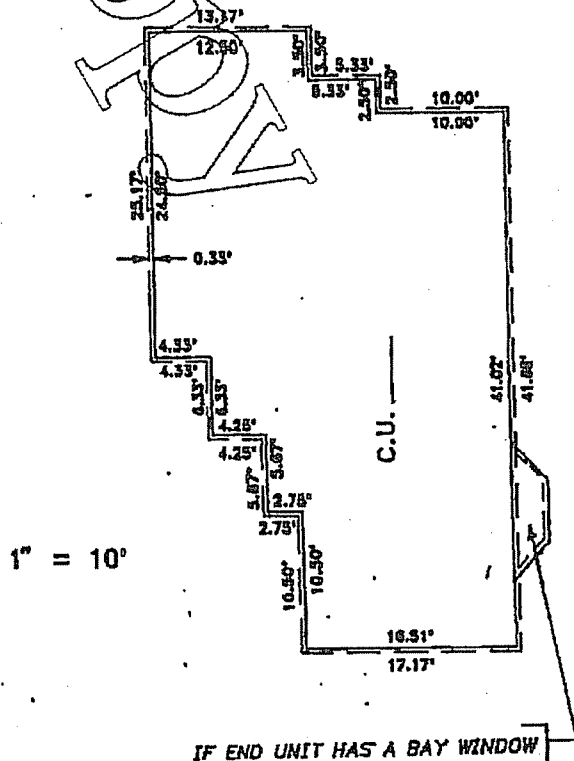
SHEET 3 OF 5

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4.  indicates common unit boundary.
 indicates common elements.
 indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449
2" brass disc in headwall. Elevation = 73.138'



TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

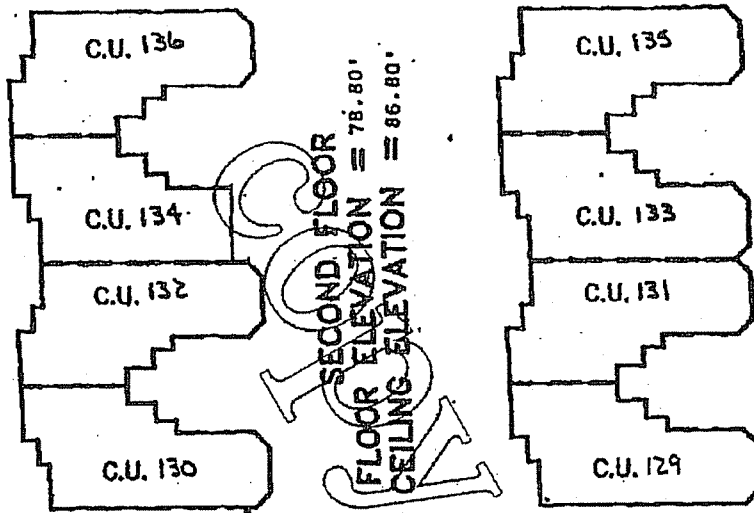
114

SHEET 104 OF 175

ROYAL PALM BAY A CONDOMINIUM

BUILDING "P" DETAIL

RDK1104 P61176



FIRST FLOOR
 FLOOR ELEVATION = 69.80'
 CEILING ELEVATION = 77.80'

SCALE 1"=30'

SHEET 5 OF 5

ROYAL PALM BAY A CONDOMINIUM

BOOK 1109 PAGE 177

PHASE 17 BUILDING "O"

LAND DESCRIPTION:

A portion of Tract "5", Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Tract "5"; thence S 89°48'00" E along the South line of said Tract "5" 747.11 feet to the Point of Beginning; thence N 00°12'00" E, 150.47 feet; thence East 142.78 feet; thence S 00°12'00" W, 150.97 feet to a point on the South line of said Tract "5"; thence N 89°48'00" W along said South line 142.78 feet to the Point of Beginning.
Containing 0.494 acres, more or less.

COPIED

CERTIFICATION:

I hereby certify that the attached land description and sketch of land description are true and correct and meet the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21 HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Michael E. Petulla
Michael E. Petulla, P.L.S.
Florida Registration #4372
October 20, 1992



PROFESSIONAL LAND SURVEYING SERVICES, INC.
308 S GRANT STREET
LONGWOOD, FLORIDA 32760
(407) 834-2424

MICHAEL E. PETULLA P.L.S.

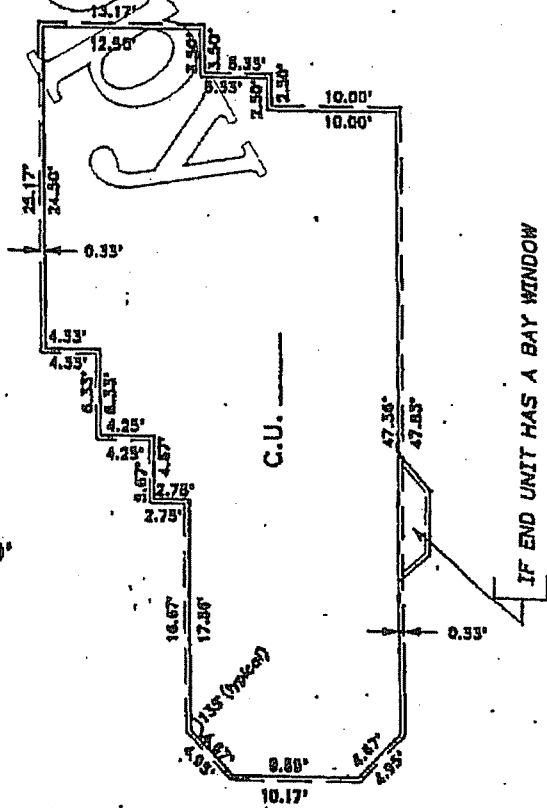
SHEET 1 OF 5

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal planes of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. indicates common unit boundary.
 indicates common elements.
 indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 43 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449 2" brass disc in headwall, Elevation = 73.136'



C.U. DENOTES CONDOMINIUM UNIT

TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

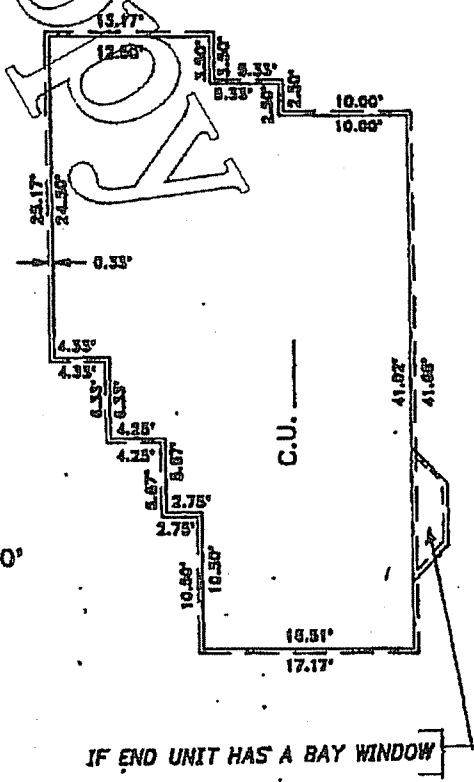
SHEET 3 OF 5

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. _____ indicates common unit boundary.
 _____ indicates common elements.
 _____ indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449
 2" brass disc in headwall, Elevation = 73.138'



TYPICAL CONDOMINIUM UNIT DETAIL
 (All dimensions shown hereon are typical for ALL units.)
 (Floor and ceiling elevations are shown on building detail sheets.)

C.U. DENOTES CONDOMINIUM UNIT

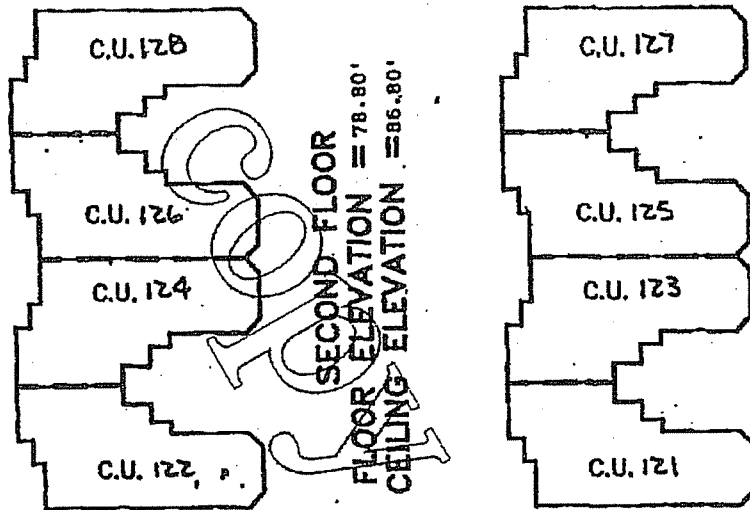
SHEET 4 OF 5

RDK 104 PSI 80

ROYAL PALM BAY A CONDOMINIUM

BUILDING "O" DETAIL

Book 1104 Page 181



SCALE 1"=30'

SHEET 50F5

ROYAL PALM BAY A CONDOMINIUM

PHASE 18 BUILDING "N"

LAND DESCRIPTION:

A portion of Tract "S", Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Tract 5; thence S 89°48'00" E along the South line of said Tract 5 a distance of 546.19 feet to the Point of Beginning; thence N 00°12'00" E, 149.77 feet; thence East 200.91 feet; thence S 00°12'00" W, 150.47 feet to a point on the South line of said Tract 5; thence N 89°48'00" W along said South line a distance of 200.91 feet to the Point of Beginning.
Containing 0.692 acres, more or less.

BOOK 101 PAGE 182

COPY

CERTIFICATION:

I hereby certify that the attached land description and sketch of land description are true and correct and meet the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21 HK-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Michael E. Petulla
Michael E. Petulla, P.L.S.
Florida Registration #4372
October 20, 1992



PROFESSIONAL LAND SURVEYING SERVICES, INC.

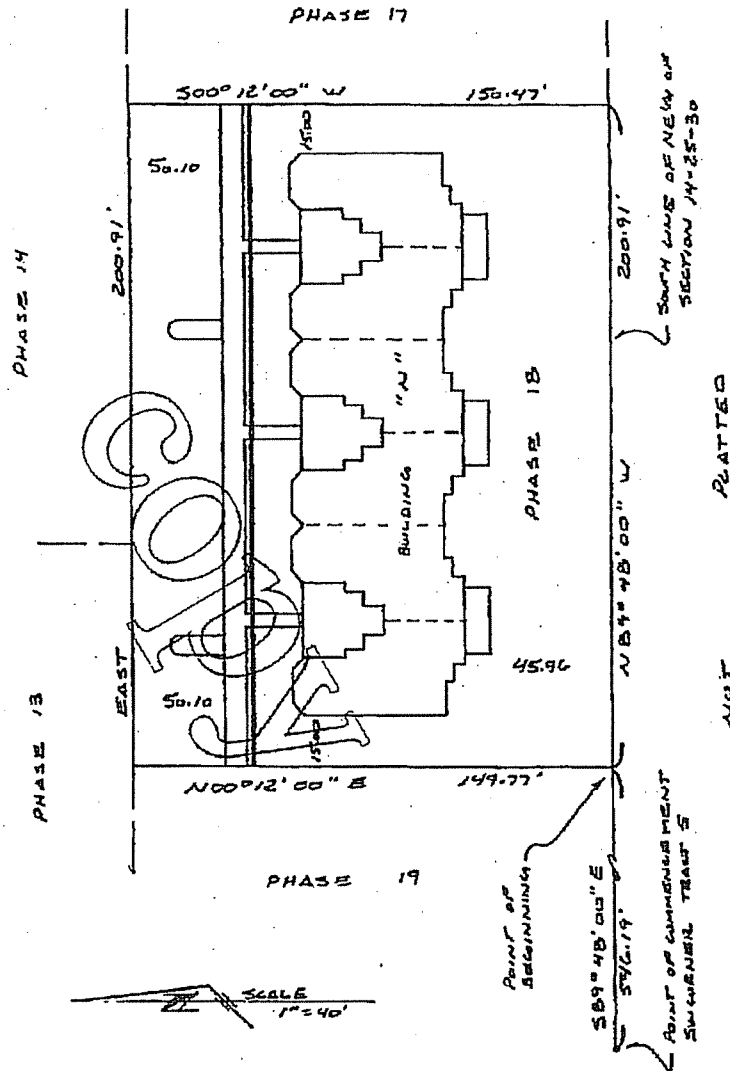
240 E GRANT STREET
LEHIGHWOOD, FLORIDA 32750
(407) 834-2424

MICHAEL E. PETULLA P.L.S.

SHEET 1 OF 5

ROYAL PALM BAY A CONDOMINIUM

PHASE 18 BUILDING "N"



Improvements are proposed and shown per
 Site Plan by Richardson Engineering their
 Job #920546, Sheet 8 of 14 dated June 1992




Bearings are based on the South line of the Northeast 1/4
 of Section 14, Township 25 South, Range 28 East, Osceola County,
 Florida as being N 89°48'00" W.

SHEET 2 OF 5

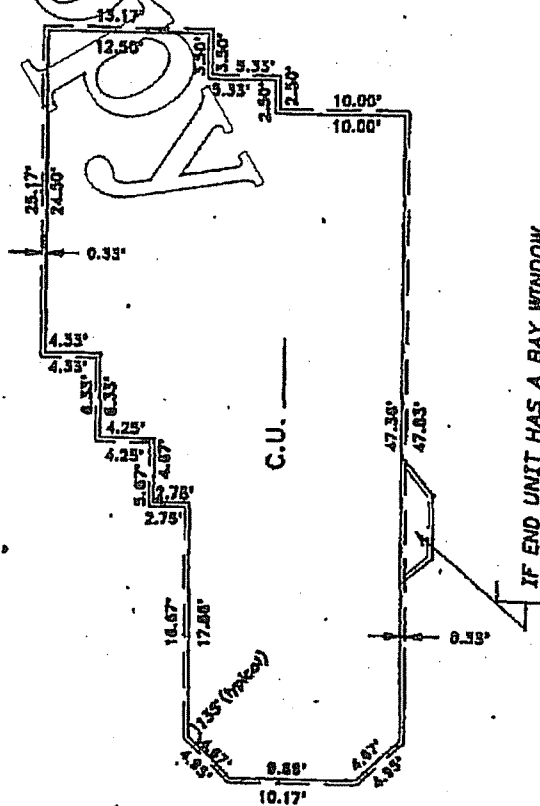
BOOK 1109 PAGE 1183

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4.  indicates common unit boundary.
 indicates common elements.
 indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449
2" brass disc in headwall, Elevation = 73.138'



TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

C.U. DENOTES CONDOMINIUM UNIT

SHEET 3 OF 5

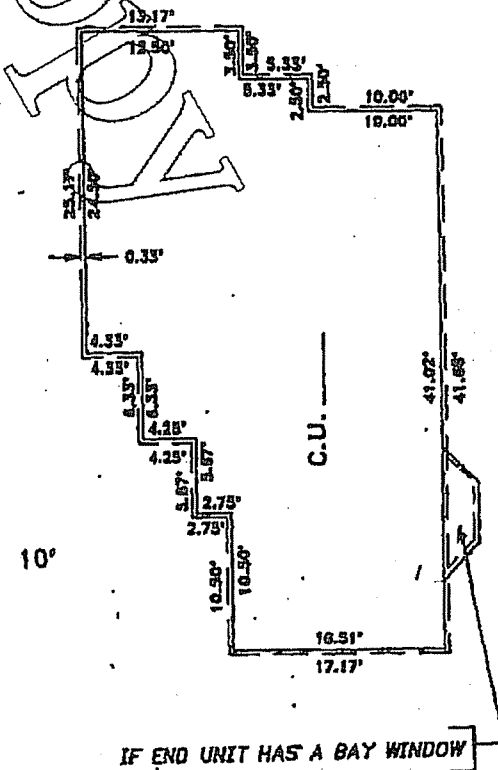
ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. _____ Indicates common unit boundary.
 _____ Indicates common elements.
 _____ Indicates asphalt pavement.
5. All exterior walls of the units are 0.33" feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. In this EXHIBIT, The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449
 2" brass disc in headwall, Elevation = 73.138'

1" = 10'



TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
 (Floor and ceiling elevations are shown on building detail sheets.)

C.U. DENOTES CONDOMINIUM UNIT

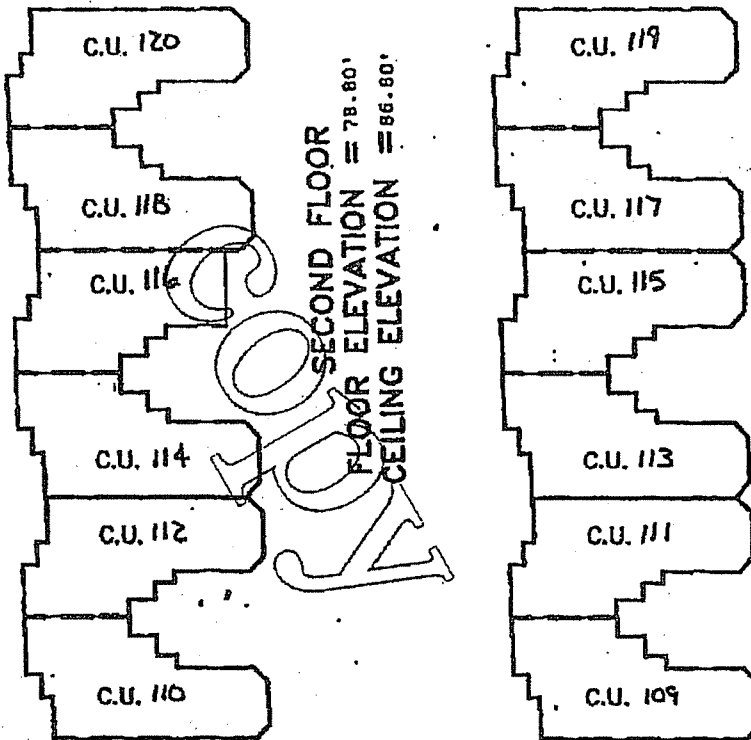
SHEET 4 OF 5

BOOK 1104 PAGE 185

ROYAL PALM BAY A CONDOMINIUM

BUILDING "N" DETAIL

BOOK 1109 PAGE 186



SECOND FLOOR
 FLOOR ELEVATION = 78.80'
 CEILING ELEVATION = 86.80'

FIRST FLOOR
 FLOOR ELEVATION = 69.80'
 CEILING ELEVATION = 77.80'

SCALE 1"=30'

SHEET 5 OF 5

ROYAL PALM BAY A CONDOMINIUM

BOOK 1109, PAGE 187

PHASE 19 BUILDING "N"

LAND DESCRIPTION:

A portion of Tract "5", Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Tract "5"; thence S 89°48'00" E along the South line of said Tract 5 a distance of 348.34 feet to the Point of Beginning; thence N 00°12'00" E, 149.08 feet; thence East 197.85 feet; thence S 00°12'00" W, 149.77 feet to a point on the South line of said Tract "5"; thence N 89°48'00" W along said South line 197.85 feet to the Point of Beginning.
Containing 0.679 acres, more or less.

COPIED

CERTIFICATION:

I hereby certify that the attached land description and sketch of land description are true and correct and meet the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 21 HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Michael E. Petulla

Michael E. Petulla, P.L.S.
Florida Registration #4372
October 20, 1992



PROFESSIONAL LAND SURVEYING SERVICES, INC.

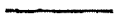


388 S GRANT STREET
LORRAINE, FLORIDA 32780
(407) 836-2424

MICHAEL E. PETULLA P.L.S.

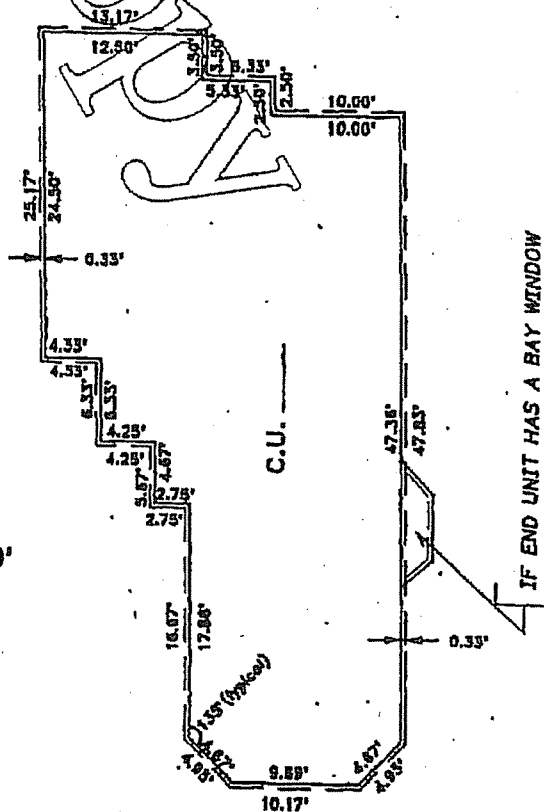
SHEET 1 OF 5

ROYAL PALM BAY A CONDOMINIUM

LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane of the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4.  Indicates common unit boundary.
 Indicates common elements.
 Indicates asphalt pavement.
5. All exterior walls of the units are 0.33" feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. In this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 43 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449 2" brass disc in headwall. Elevation = 73.138'



C.U. DENOTES CONDOMINIUM UNIT

SHEET 3 OF 5

TYPICAL CONDOMINIUM UNIT DETAIL

(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

ROYAL PALM BAY A CONDOMINIUM

30K110191190

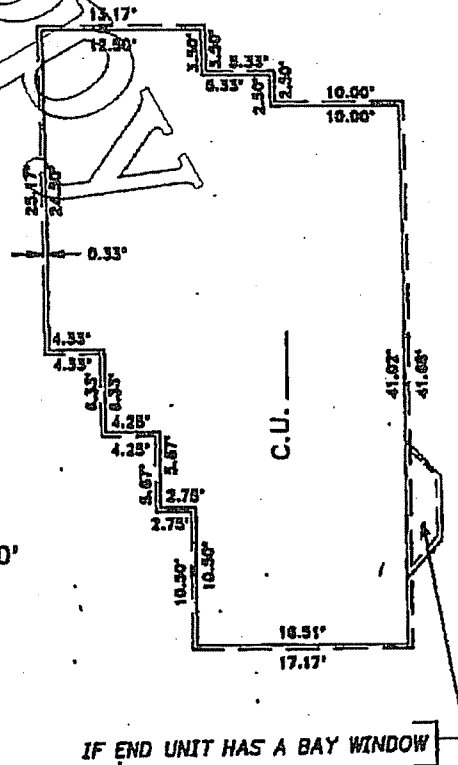
LEGEND

1. Each condominium unit consists of the space bounded by a vertical projection of condominium unit boundary line shown and the horizontal plane at the floor and ceiling elevations noted on the building detail sheets.
2. The elevations of the floor and ceilings are assumed.
3. All interior angles are 90° unless otherwise noted.
4. Indicates common unit boundary.
 Indicates common elements.
 Indicates asphalt pavement.
5. All exterior walls of the units are 0.33' feet in width.
6. All Condominium Units in each building located on the condominium property are given identifying numbers, which are delineated within each Condominium Unit space as C.U. ___ in this EXHIBIT. The Condominium Unit Number is also the Condominium Parcel Number.
7. These drawings have been compiled from a site plan prepared by Commonwealth Engineering, and may vary slightly on the "AS-BUILTS".
8. All improvements shown hereon are PROPOSED and are not a representation of "as-built" conditions.
9. Interior partitioning of each condominium unit is not depicted hereon.
10. All buildings are two story frame construction, except for unit 45 which is a single story unit.

Elevations are proposed and are based on Osceola County Datum #449
2" brass disc in headwall. Elevation = 73.138'

COPY

1" = 10'



TYPICAL CONDOMINIUM UNIT DETAIL

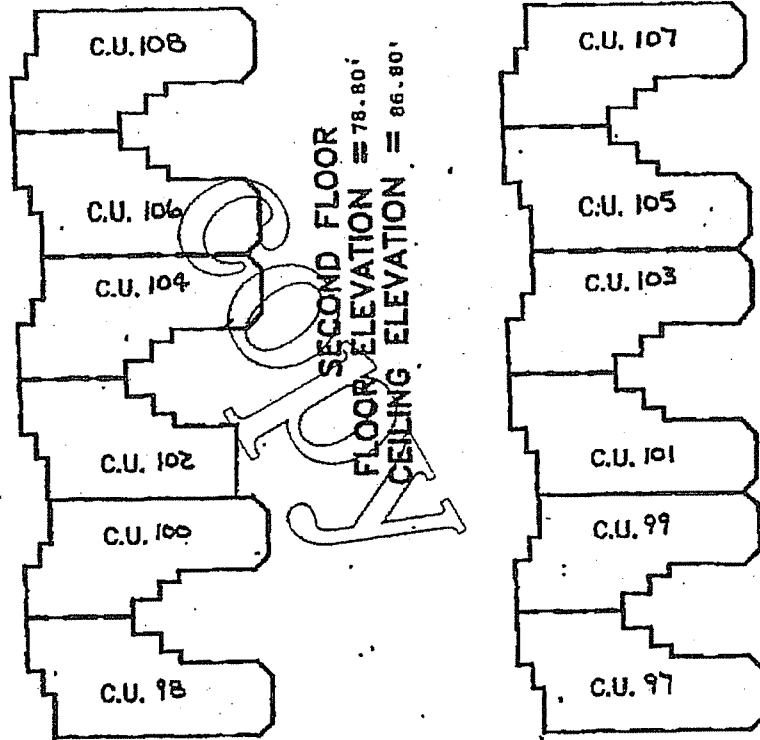
(All dimensions shown hereon are typical for ALL units.)
(Floor and ceiling elevations are shown on building detail sheets.)

C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

ROYAL PALM BAY A CONDOMINIUM

BUILDING "M" DETAIL



SECOND FLOOR
 FLOOR ELEVATION = 78.80'
 CEILING ELEVATION = 86.80'

FIRST FLOOR
 FLOOR ELEVATION = 69.80'
 CEILING ELEVATION = 77.80'

SCALE 1"=30'

SHEET 5 OF 5

SCHEDULE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON EXPENSES
ROYAL PALM BAY, A CONDOMINIUM

<u>Phase</u>	<u>Building</u>	<u>Unit #</u>	<u>Share</u>
1	K + Recreational Bldg., Pool & Tennis Court	81 - 88	1/8
2	J	73 - 80	1/16
3	L	89 - 96	1/24
4	B	9 - 12	1/28
5	A	1 - 8	1/36
6	C	13 - 24	1/48
7	E	33 - 44	1/60
8	F	45 - 52	1/68
9	I	69 - 72	1/72
10	G	53 - 60	1/80
11	D	25 - 32	1/88
12	H	61 - 68	1/96
13	S	147 - 154	1/104
14	R	139 - 146	1/112
15	Q	137 - 138	1/114
16	P	129 - 136	1/122
17	O	121 - 128	1/130
18	N	109 - 120	1/142
19	M	97 - 108	1/154

Upon Completion of all phases of development, owners shall have a 1/154 undivided interest in the Ownership of common elements and common expenses.

RFBPHASE/PA/A:
11/19/92

EXHIBIT "C"

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ROYAL PALM BAY CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 8, 1992, as shown by the records of this office.

The document number of this corporation is N48844.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 12th day of May, 1992.



CR2E022 (2-91)

Jim Smith
Secretary of State

EXHIBIT D

132

ARTICLES OF INCORPORATION

OF

Royal Palm Bay

CONDOMINIUM ASSOCIATION, INC.

A Florida corporation not for profit

FILED
1992 MAY -8 AM 8:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes (1983), the undersigned, being a resident of the State of Florida and being of full age, has this day voluntarily formed a corporation not for profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is Royal Palm Bay Condominium Association, Inc., a corporation not for profit, and is hereinafter called the "Association." The principal address is 435 Douglas Avenue, Suite 1505, Altamonte Springs, Florida 32714.

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

A. The Association is organized as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and is a Condominium Association, as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the Association is organized is to provide an entity responsible for the operation of a condominium in Osceola County, Florida, known as Royal Palm Bay Condominium, and to transact any or all lawful business. Said condominium is herein called "Condominium" and the Declaration of Condominium whereby same has or will be created is herein called "Declaration". A description of the lands of the Condominium is set forth in the Declaration. This Association may also operate other condominiums which may be created on the lands described in Exhibit "A" to these "Articles of Incorporation," and if so, the word "Condominium" as used herein shall mean all such condominiums.

B. The Association shall have all of the following powers:

1. All the powers set forth and described in Chapter 617, Florida Statutes, as amended.

2. All the powers of an association as set forth in Chapter 718, Florida Statutes, as amended.

3. Make and collect assessment against members as unit owners to defray the costs, expenses and losses of the Condominium and other matters declared by the Declaration to be a common expense of the Condominium.

4. Use the proceeds of assessments in the exercise of its powers and duties.

5. Maintain, repair, replace and operate the Condominium Property.

6. Purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as

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4/1/92

Unit Owners, as well as liability insurance for the protection of Officers and Directors of the Association.

7. Reconstruct improvements after casualty and/or further improve the Condominium Property.

8. Make, modify, amend and rescind reasonable rules and regulations respecting the use of the Condominium Property, herein called the "Rules and Regulations".

9. Enforce by legal, equitable and administrative means the provisions of the Declaration, these Articles, the By-Laws and the Rules and Regulations.

10. Contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of Rules and Regulations and the maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association, its Directors and its officers shall, however, retain at all times the powers and duties granted by the Declaration and Chapter 718, Florida Statutes, including, but not limited to, the making of assessments, promulgation of Rules and Regulations and the execution of contracts on behalf of the Association.

11. Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

12. Pay taxes and assessments which are liens against any part of the condominium other than individual Units and the appurtenances thereto, and to assess the same against the Units and the appurtenances thereto, and to assess the same against the Units as common expense of the Condominium.

13. Pay the cost of all utility services rendered to the Condominium and not billed individually to Owners of individual Units.

14. Purchase one (1) or more Units in the Condominium and to hold, lease, mortgage and convey such Units.

15. All Powers necessary for the purpose for which the Association is organized.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

The general members of the Association shall constitute all the record Owners of the Condominium Units of the Condominium. Declarant (Developer) shall be considered owner of all those units which remain unsold. The voting members of the Association shall consist of: One (1) Owner of each Unit of the Condominium, who shall be designated as provided in the By-Laws of the Association. After receiving the approval of the Corporation, as required under the Declaration, change of membership in this Association shall be established by recording in the public records of Osceola County, Florida, a deed or other instrument establishing record title to a Condominium Unit by delivering to the Association a certified copy of such instrument. Immediately upon such recordation and delivery, the Owner designated by such Association and all membership of the prior Owner of such Condominium shall be thereby terminated.

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4/1/92

When the Developer has conveyed Fifteen Percent (15%) or more of the units in the Condominium or at such earlier time as the Developer in its discretion may determine, the unit owners other than the Developer shall be entitled to elect One-third (1/3) of the members of the Board of Directors and the Board of Directors shall call a special members' meeting for the election.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors:

(a) Three (3) years after the Developer has conveyed Fifty Percent (50%) of the units that will ultimately be operated by the Association to individual purchasers; or

(b) Three (3) months after the Developer has conveyed Ninety Percent (90%) of the units that will ultimately be operated by the Association to individual purchasers; or

(c) When all of the units in the Condominium have been completed and some of the units have been sold, and none of the remaining units are being offered for sale by the Developer in the ordinary course of business; whichever shall first occur, or at such earlier time as the Developer in its discretion may determine. The Board of Directors shall call a special members' meeting for the election.

(d) When some of the units have been conveyed to purchasers and some of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business at least Five Percent (5%) of the units in a condominium operated by the Association.

The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least Five Percent (5%) of the units in Royal Palm Bay, a condominium.

ARTICLE VIII

BY-LAWS

The initial By-Laws of the Association shall be adopted by the original Board of Directors and thereafter the By-Laws of the Association shall be made, altered or rescinded by the members of the Association in the manner set forth in the By-Laws.

ARTICLE IX

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association to the fullest extent authorized or permitted under Florida law against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed on such Director or officer in connection with any proceeding or settlement of any proceeding to which they may be a party or in which they may become involved by reason of their being or having been a Director or officer at the time such expenses are incurred.

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ARTICLE X

ACTION WITHOUT A MEETING

Any action which may be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing is signed by the members that would be required to vote at a meeting to adopt such action and is filed in the minutes of the Association. Notice requirements applicable to meetings shall not apply to action taken without a meeting.

ARTICLE XI

AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third (1/3) of the voting members of the Association.

3. Except as elsewhere provided, an amendment shall be adopted if approved by either:

(a) by not less than two-thirds (2/3) of the entire membership of the Board of Directors and also by not less than fifty-one percent (51%) of the votes of the voting members duly qualified to vote; or

(b) by not less than seventy-five percent (75%) of the vote of the voting members duly qualified to vote, regardless of approval of the Board of Directors.

B. No amendment shall make any changes in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon Units.

C. No amendment shall make any change in the rights of the Developer without the written approval of the Developer. No amendment shall be made that is in conflict with the Condominium Act or the Declaration.

IN WITNESS WHEREOF the undersigned does set her hand and seal and has acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida this 5th day of May, 1992.

Sandra M. Weid
Sandra M. Weid

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me personally appeared Sandra M. Weid, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 5th day of May, 1992.

SEAL

AOI/PA/A:



OFFICIAL SEAL Notary Public
DEBORAH T. WALLACE My Commission Expires:
Jan. 29, 1996
Comm. No. CC 178873

Deborah T. Wallace

REGISTERED AGENT CERTIFICATE

FILED

OF

1992 MAY -8 AM 8:55

ROYAL PALM BAY
CONDOMINIUM ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes,
the following is submitted, in compliance with said Act:

That the above named corporation desiring to
organize under the laws of the State of Florida with its
principal office as indicated in the Articles of Incorporation
and shown below has named the undersigned, MARK T. BLAKE, as
its agent to accept service of process within this state at
the address set forth below.

ROYAL PALM BAY
CONDOMINIUM ASSOCIATION, INC.

By: Sandra M. Weid

Sandra M. Weid, President
principal & 435 Douglas Avenue, Suite 1505
registered Altamonte Springs, Florida 32714
address

ACCEPTANCE:

Having been named to accept service of process for
the above stated corporation, at place designated in this
certificate, I hereby accept to act in this capacity, and
agree to comply with the provision of said act relative to
keeping open said office.

By: Mark T. Blake

RAC/PA/A:
4/1/92

AMENDMENT TO ARTICLES OF INCORPORATION OF ROYAL PALM BAY CONDOMINIUM ASSOCIATION, INC.

FILED

In accordance with the requirements of Chapter 672, Florida Statutes, the undersigned, by unanimous consent of the Board of Directors of the above-referenced not-for-profit corporation, hereby amend the Articles of Incorporation as follows:

92 AUG 24 1992
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE SEVEN
Directors

(e) Seven years after recordation of the declaration of condominium, or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to Section 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

The above resolution was adopted and unanimously passed, this 18 day of August, 1992.

Waiver of notice of the meeting was duly executed by all of the members of the Board of Directors of the Association.

I hereby certify that the above-referenced Amendment to the Articles of Incorporation to Royal Palm Bay Condominium Association, Inc. was unanimously adopted this 18 day of August, 1992.

Sandra M. Weld
Sandra M. Weld, President

STATE OF FLORIDA)
) ss.
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 18 day of August, 1992, by Sandra M. Weld, President of Royal Palm Bay Condominium Association, Inc., on behalf of the corporation. She is personally known to me and did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES OCTOBER 16, 1994
DENNIS TRAY HUCKLEBERRY & ASSOCIATES

M. T. Blake
Notary Public
Printed name: MARK T. BLAKE

My commission expires:

02056345

BY-LAWS

OF

Royal Palm Bay
CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation not for profit

ARTICLE I

GENERAL

A. Name. The name of the Corporation shall be THE Royal Palm Bay CONDOMINIUM ASSOCIATION.

B. Principal Office. The principal office of the corporation shall be 435 Douglas Avenue, Altamonte Springs, Florida 32714, or may be such other place as may be subsequently designated, from time to time, by the Board of Directors.

C. Definition. As used herein, the term "Association" shall mean this corporation and the Association as defined in any Declaration of Condominium to which these By-Laws are attached (the "Declaration") and all other words as used herein shall have the same definitions as attributed to them in said Declaration. The Association has been organized for the purpose of administering (but not exclusively unless so provided in the Corporation's Articles of Incorporation) the Condominium created by the Declaration to which these By-Laws are attached.

ARTICLE II

DIRECTORS

A. Number and Term. The number of Directors who shall constitute the whole Board shall be not less than three (3). The initial Board shall consist of three (3) Directors. Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members; thereafter, all Directors shall be members; provided, however, that no Director elected by the Developer as provided in the Declaration, these By-Laws or Chapter 718, Florida Statutes shall be required to be a member of the Association. Within the limits above specified, the number of Directors shall be determined by the voting members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

B. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the following manner of replacement shall apply; if the Director or Directors were chosen by the unit owners other than developer then the unit owners other than developer shall choose a successor or successors to fill said vacancy at a meeting called for such purpose. If the Director or Directors were chosen by the Developer then the Developer shall choose a successor or successors to fill said vacancy. Said new director or directors shall hold office for the unexpired term in respect to which such vacancy occurred.

C. Removal. Directors may be removed with or without cause by an affirmative vote of a majority of the members.

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4/1/92

EXHIBIT
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D. Resignation. Any Director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some future time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

E. First Board of Directors. The first Board of Directors shall consist of the persons so named in the Articles of Incorporation who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything to the contrary notwithstanding; provided, any or all said Directors shall be subject to replacement in the event of resignation or death, as provided in Section C of this Article II.

F. Powers. The Property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

1. To make and collect assessments and establish the time within which payment of same are due.

2. To use and expend the assessments collected; to maintain, care for and preserve the units, Condominium Property and Association property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

3. To purchase the necessary equipment and tools required for the maintenance, care and preservation of the property, referred to in Sub-Section F.2 above.

4. To enter upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

5. To insure and keep insured said Condominium Property and Association Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

6. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

7. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or a manager who shall maintain, service and/or manage the Condominium Property, Association Property and related facilities, and to delegate to such Contractor or manager such duties as may be necessary in connection with the operation or properties and facilities, to employ workmen, janitors and gardeners and to purchase supplies and equipment to enter into contracts in connection with any of the foregoing items or for other services deemed desirable.

8. To make reasonable rules and regulations for the use and occupancy of the Condominium Property and the Association Property.

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G. Meetings. Meetings of the Board of Directors shall be had as follows:

1. The first meeting of each Board newly-elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

2. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meeting shall, nevertheless, be given to each Director personally, by first-class mail, or by telegram, and must be given at least forty-eight (48) continuous hours prior to the day named for the meeting. In addition, except in the case of emergency, notice must also be posted conspicuously on the condominium property at least 48 hours in advance of the meeting.

3. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director. Special Meetings shall be called by the President or secretary in a like manner and on like notice on the written request of two (2) Directors.

4. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting, and may reconvene the meeting only after notice of the reconvened meeting has been posted conspicuously on the condominium property at least 48 hours in advance of said reconvened meeting.

5. A director of the association who is present at a meeting of its board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy at board meetings.

H. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows.

1. Roll call.
2. Reading of minutes of last meeting.
3. Consideration of communications.
4. Resignations and elections.
5. Report of officers and employees.
6. Reports of committees.
7. Unfinished business.
8. Original resolutions and new business.
9. Adjournment.

I. Annual Statement. The Board will present, not less often than at the annual meeting, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Association.

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8/19/92

ARTICLE III

OFFICERS

A. Executive Officers. The executive officers of the Association shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. If the Board so determines, there may be more than one (1) Vice President.

B. Appointive Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office in the sole discretion of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by the Board of Directors.

C. Election. The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, a Vice President, a Secretary and a Treasurer, none of whom need be a member of the Board of Directors.

D. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

E. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to this office and which may be delegated to him from time to time by the Board of Directors.

F. The Vice President. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors.

G. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the members; shall attend and keep the minutes of such meetings; and, shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary, if any, shall perform those duties of the Secretary when the Secretary is absent.

H. The Treasurer.

1. The Treasurer shall have custody of the Association's funds and securities, except the funds payable to the Manager as provided in the Management Agreement attached to the Declaration or any other applicable Management Agreement and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by law.

2. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or

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whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

3. The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

4. The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

5. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent.

I. Vacancies. If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Board of Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term.

J. Resignation. Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some future time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Unit which is subject to assessment shall be a member of the Association. An Owner of more than one (1) Unit shall be entitled to one (1) membership from each Unit owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment, but shall be automatically transferred by conveyance of that Unit. The Declarant shall also be a member so long as it owns one or more Units or Parcels.

A. Generally. There shall be no stock certificates issued by this Association.

B. Transfer of Membership. Transfer of membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically no longer be a member of the Association. Membership in the Association may be transferred only as an incident to the transfer of a Condominium parcel, and shall be subject to the procedures set forth in the Declaration.

C. Voting; Certificates; Voting Member. The members of this Association shall be entitled to cast one (1) vote for each Condominium unit owned by them. The person entitled to cast the vote for the Condominium unit shall be designated by a certificate signed by all of the record owners of the Condominium unit and filed with the Secretary of the Association. If a Condominium unit is at any time owned by a corporation, the person entitled to cast the vote for the Condominium unit shall be designated by a certificate signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a condominium unit is owned by the Developer ("Developer"), as defined in the Declaration, the certificate designating the voting

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member for such unit may be executed by any President or Vice President of Developer. If Developer owns more than one (1) unit in the Condominium, the Developer may designate more than one (1) of those units it owns in one (1) certificate designating the voting member for such units. The person named and designated in such voting certificate as the person who shall cast the vote for such Condominium unit shall be referred to as the "Voting Member". Any such voting certificate must be filed with the Secretary prior to the commencement of any meeting at which the vote represented by such certificate, including any proxy therefor, is to be cast or used to calculate a quorum. Each such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium unit represented by such certificate. A certificate designating the person entitled to cast the vote of a Condominium unit may be revoked by any owner of the unit represented by such certificate. If such a certificate is not on file, or if such has been revoked, the vote of such owner and such unit shall not be considered in determining the requirement for a quorum or for any other purpose.

ARTICLE V

MEETINGS OF MEMBERSHIP

A. Place. All meetings of the members of the Association shall be held at the property of the Association or such other place as may be stated in the notice.

B. Annual Meeting. Members shall meet at least once in each calendar year, and such meeting shall be the annual meeting. The first annual meeting shall be held on October 21, 1992. Regular annual meetings which are subsequent to the first meeting shall be held on the second Wednesday of October of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next business day following.

C. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Article of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of ten (10%) percent of the voting members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof of the special meetings.

D. Right to vote; Proxies. At any meeting of the members, every voting member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting, or subsequent adjourned meetings thereof provided that such adjourned meetings are held within ninety (90) days of the date of the original meeting. All proxies shall be in writing and signed by the voting member. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

E. Vote Required to Transact Business. When a quorum is present at any meeting, the majority vote of the voting members present at such meeting, in person or represented by written proxy, shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

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F. Statutory Reference. Whenever in Chapter 718, Florida Statutes, the term "member", "members", "unit owner", "unit owners", "owner", "owners", or similar term is used with reference to percentages or fractions necessary for a quorum or for voting upon, passing or defeating any particular issue or matter, such term shall be and be construed to mean voting member as defined in these By-Laws, unless otherwise specifically provided to the contrary in express language by Chapter 718, Florida Statutes or current ruling case law on point, or the Declaration.

G. Quorum. Forty percent (40%) of the total number of duly qualified voting members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the Florida Statutes, the Declaration, the Articles of Incorporation or by the By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the meeting shall not be considered to have officially taken place, and shall be rescheduled with proper notice until such time as a quorum is present.

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H. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes, the Articles of Incorporation, the Declaration, or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if a majority of the voting members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken. This paragraph, however, does not apply to the mandatory annual meeting of the unit owners.

I. Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll Call
2. Reading of minutes of last meeting.
3. Consideration of communications.
4. Report of officers and employees.
5. Reports of committees.
6. Unfinished business.
7. Original resolutions and new business.
8. Resignations and elections.
9. Adjournment

J. Membership List. At least ten (10) days before every annual meeting of the members, a complete list of members entitled to vote at said meeting, arranged numerically or alpha-numerically by units, shall be produced and kept for said ten (10) days at the office of the Association, and such list shall be open to examination by any member throughout such time.

ARTICLE VI

NOTICES

A. Service. Whenever, under the provisions of the Florida Statutes, the Articles of Incorporation, the Declaration or of these By-Laws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by first class mail; at least 14 days in advance by sealed their address as it appears on the books of the Association. Except in the case of emergency special meetings, notice shall also be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days in advance of any annual or special meeting of the members of the Association.

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B. Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed sufficient.

C. Time. Except in the case of emergency special meetings, notices of all annual and special meetings of members of the Association shall be given at least fourteen (14) days in advance of the meeting.

ARTICLE VII

FINANCES

A. Fiscal Year. The fiscal year shall be the calendar year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Association.

B. Checks, Etc. All checks or demands for money and notes of the Association shall be signed by any two (2) of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers, or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "State of Florida" and "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, printed, drawn, or otherwise produced.

ARTICLE IX

ASSESSMENTS

A. Determination of Assessments:

1. Generally. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, Association Property, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Declaration to be a common expense. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments, to lease, maintain, repair and replace the common elements and limited common elements of the Condominium and Association Property, and to establish reserves or assessments for the betterment of the common elements shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessments shall be payable monthly, in advance, and shall be due on the first day of each month, in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessments and shall be payable

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in the manner determined by the Board of Directors. The foregoing powers and duties of the Association have been or may be delegated to the Management Firm, as provided in the Management Agreement attached to the Declaration to which these By-Laws are attached, or any other applicable Management Agreement.

2. Notice; Payment. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

3. Effect of Management Agreement. The Board of Directors has delegated the ministerial duties of collecting assessments to the Management Firm, as long as the Management Agreement remains in effect, and as provided in the Management Agreement. The Board of Directors retains the exclusive duty to make assessments as to the following:

(a) Special assessments.

(b) Acquisition of units, as provided in these By-Laws and pursuant to the Declaration to which these By-Laws are attached, subject to the written approval of such parties as are specified therein.

B. Application of Payments and Commingling of Funds.

All sums collected by the Association from assessments shall be maintained separately in the association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts in a financial institution defined in S. 655.005. No manager or business entity and no agent, employee, officer, or director of a condominium association or community association shall commingle any association funds with his funds or with funds of any other condominium association or community association. All assessment payment by a unit owner shall be applied first as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration, and then to general or special assessments, in such manner and amounts as the Board of Directors determines.

C. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year not to exceed three (3) months, upon notice thereof to the unit owner, and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the unit owner.

D. Audit. During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each fiscal year in the manner and time set forth in the Management Agreement. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. The failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of

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the records who, directly or indirectly, knowingly denied access to the records for inspection. Upon the termination of the Management Agreement, and audit of the accounts of the Association shall be made annually. Such review shall be prepared by such Certified Public Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made. The provisions of a Management Agreement applicable thereto shall supersede the foregoing. The consent of the Management Firm as to an independent auditor who may be employed to conduct an external audit, as hereinabove set forth in this Section, shall not be unreasonable withheld.

E. Budget. The annual budget shall be prepared by the Board of Directors with the assistance of the Management Firm, as long as the Management Agreement remains in effect, and by the Board of Directors thereafter. The proposed annual budget of common expenses shall be mailed to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. At such times as the budget shall be prepared and adopted by the Board of Directors as provided in these By-Laws, then the unit owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal or calendar year, exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Directors and elect their successors. The revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget by approved by the unit owners at the meeting or by a majority of their whole number by writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this Section. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessment for betterment to the Condominium Property, so long as these By-Laws do provide or allow the establishment of reserves or assessments for betterment to be imposed by the Board of Directors. However so long as the Developer, as defined in the Declaration, is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year's assessment without approval of the majority of the unit owners.

F. Special assessment limitations. Pursuant to the authority granted to them by the Declaration, the Articles of

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Incorporation and these By-Laws, the Board of Directors has the power and authority to make, levy and collect special assessments for specified purposes; provided, however, that if any special assessments shall total in the aggregate Five Thousand Dollars (\$5,000.00) for a single purpose or a series of related purposes, then such assessment must be approved by the members of the Association at a special meeting called for that purpose. Any assessment requiring the approval of the voting members of the Association must be approved by a majority of a quorum of voting members present in person or by proxy at such meeting.

ARTICLE X

MISCELLANEOUS RULES

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Condominium units and the conduct of all occupants thereof:

1. Condominium units shall be used only for residential purposes.
2. Owners or their guests, invitees, servants or lessees shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.
3. Use of the Condominium units shall be consistent with existing laws, these rules and regulations and so long as such use does not constitute a nuisance.
4. Condominium units may not be used for business use or for any commercial use whatsoever; provided, however, Developer, as defined in the Declaration shall have the continuing rights as long as it owns one (1) or more units to:
 - (a) transact any business necessary to consummate sales or rentals of units or portions thereof, including but no limited to the right to continue construction of the Condominium and any subsequent Condominiums developed by Developer, maintain models, have signs, use the common elements and show units; and
 - (b) to maintain sales offices, signs and all items pertaining to sales, which items shall not be considered common elements and shall remain the property of the Developer.
5. Common elements shall not be obstructed, lettered, defaced or misused in any manner.
6. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

ARTICLE XI

DEFAULT

A. Foreclosure of Lien Damages Claim. In the event an owner of a Condominium Parcel does not pay any sum, charge or (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors or Management Firm acting on behalf of the Association, may foreclose the lien encumbering the Condominium parcel created by non-payment of the required money in

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the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid on the Condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Directors, or Management Firm Association, bring suit to recover a money judgement for sums, charges or assessments required to be paid to the Association, without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgement brought by or on behalf of the Association against a Condominium parcel owner, the prevailing party shall be entitled to recover court costs and attorney's fees.

B. Loss of Membership. If any action of foreclosure is brought against the owner of a Condominium parcel for the non-payment of money due to the Association, and as a result thereof the interest of the said owner in and to the Condominium parcel is sold, then, at the same time of such sale, the Condominium parcel owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

C. Reimbursement Upon Sale. If the Association becomes the owner of a Condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the Condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Condominium parcel in question.

D. Violations and Other Defaults. In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

E. Attorney's Fees. In the event of such legal action brought against a Condominium owner, the losing defendant shall pay to the plaintiff reasonable attorney's fees and court costs, including reasonable attorney's fees and court costs incurred on appeal.

F. Equitable Remedies. Each owner of a Condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of Condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of Condominium parcels and to preserve each other unit owner's right to enjoy his Condominium unit free from unreasonable restraint and nuisance.

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G. Surrender. In the event of the legal termination of a membership and of the occupancy rights thereunder through any procedure set forth in this Article, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to enter and to possess the owned unit. The member, otherwise, hereby waives any and all notice and demand for possession, if such be required by the laws of the County in which the Condominium is located, the State of Florida and the United States of America.

ARTICLE XII

ARBITRATION

In the event of an internal dispute arising from the operation of the condominium, the unit owner, association, developer or their agents and assigns shall mediate or may elect to arbitrate. The decision of the mediator shall be non-binding. The decision of the arbitrator shall be final. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

ARTICLE XIII

REGISTERS

The Secretary of the Association shall maintain a register in the corporate office showing the names and addresses of members.

ARTICLE XIV

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration or these By-laws.

ARTICLE XV

RULES AND REGULATIONS

The Board of Directors shall have the exclusive authority to adopt, and from time to time amend, modify or rescind the Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units, the Condominium Property, Association Property and any facilities or services available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and a copy thereof shall also be furnished to each unit owner.

ARTICLE XVI

AMENDMENT OF BY-LAWS

The By-Laws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a seventy-five (75%) percent vote of all duly qualified voting members of the Association, unless a

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contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration.

No Amendment to the Articles of Incorporation or By-Laws is valid unless recorded with identification on the first page of the public records where the declaration of each condominium operated by the association is recorded.

ARTICLE XVII

CONSTRUCTION

A. Generally. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any Article, Section, Sentence, phrase or word of these By-Laws be deemed to be invalid, void or be or become unenforceable at law, or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

B. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended or modified, and the Declaration, the Articles, these By-Laws or the Condominium Act, the latter shall prevail. If any unreconciled interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

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ROYAL PALM BAY CONDOMINIUM ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

The Initial Rules and Regulations hereinafter enumerated as to the Condominium Property, shall be deemed in effect until amended, modified or rescinded by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners and occupants. The unit owners shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, permitted lessees and persons over whom they exercise control and supervision. The Initial Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE

a. All sidewalks, walkways, hallways, stairwells and entrances which are part of the common elements must not be obstructed or used for any purpose other than ingress and egress. No personal property may be left or stored in any such areas, either on a temporary or permanent basis. Unit owners may store their personal property only within their respective units.

b. No clothing, bedding, linens, beach towels, curtains, laundry or other articles shall be dried, aired or hung in any outdoor area, including the balcony or patios, where such may be seen from outside the unit.

c. Nothing may be shaken or hung from doors, windows, balconies or patios, or any of the common elements, nor shall any personal property, other than plants or patio furniture, be stored or kept in any patio area which can be seen from outside the unit.

d. None of the common elements shall be decorated or furnished by any unit owner or person without the prior written approval of the Board of Directors of the Association.

e. All garbage or trash shall be properly placed in plastic bags and placed in appropriate dumpsters.

f. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

g. No unit owner shall make or permit any disturbing noises by himself, his family, or other occupants of his unit nor do or permit anything to be done by such persons that will unreasonably or unnecessarily interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play or permit to be played any musical instrument, or operate or permit to be operated, a phonograph, television, radio or sound amplifier in his unit, in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing from 10:00 P.M. to 9:00 A.M. each day.

h. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the common elements or any part of a unit which is visible from the exterior of the building by any unit owner or occupant without written permission of the Board of Directors of the Association. This provision, however, shall not apply to the Developer.

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EXHIBIT
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1. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element except such as are required for normal household use.

j. Unit owners and persons in the building with their consent, permission or approval, express or implied, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or the utility or telephone rooms of the building, if any. Such areas shall be restricted to those persons specifically authorized by the Association or management agent in connection with maintenance, repair or operation of the building.

2. PARKING

All automobile parking spaces shall be used solely and exclusively for that purpose. No barbecue or picnic activities shall take place in the parking areas without the written "special event" permission of the Board of Directors. Parking shall be generally open. No unit owner or other person shall keep, park, store or leave boats, trailers, campers, recreation vehicles, inoperable motor vehicles or the like in any parking spaces or on the Condominium Property at any time, without the spaces or on the Condominium Property at any time, without the written permission of the Board of Directors of the Association.

3. OCCUPANTS OF UNITS

a. Each unit is restricted to residential use by the owners, or permitted lessees thereof, their immediate families and guests.

4. MANAGEMENT AND ASSESSMENTS

a. No unit owner or occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or of any management agent employed by the Association. Complaints regarding the service of the condominium shall be made in writing to the management agent, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors of the Association.

b. Payment of assessments and maintenance fees shall be made at the office of the management agent, as designated from time to time. Payments made in the form of checks shall be made payable to Royal Palm Bay Condominium Association, Inc.

5. ALTERATION OF CONDOMINIUM

Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the buildings or other Condominium Property is subject to the provisions of the Declaration of Condominium

6. DECLARATION CONTROLS

In the event of any inconsistency or conflict between these Rules and Regulations, or any amendments thereof or additions thereto, and the Declaration, the Declaration shall control.

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7. VIOLATIONS

In the event a unit owner or occupant of the unit is in violation of the Rules and Regulations from time to time adopted by the Board of Directors of the Association, and after notification by the Board of Directors, continues to violate such Rules and Regulations, such unit owner shall pay a fine not to exceed \$ 50.00 plus the costs and expenses, including reasonable attorney's fees and court costs of legal proceedings brought to enforce the violated Rules and Regulations; provided that the party seeking to enforce the Rules and Regulations has been successful in the litigation. In satisfying the requirement that the association provide reasonable notice and an opportunity for a hearing before levying a fine against the owner of a unit, or its occupant, licensee, or invitee, for failure to abide by any provision of the declaration, the association bylaws, or rules of the association, the association hereby adopts the following written procedure:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners, after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

8. ARBITRATION RULES

~~MANDATORY NONBINDING~~ ARBITRATION OF DISPUTES: All disputes or controversies that may arise between the parties hereto concerning the interpretations of this Agreement or the rights of either of the parties hereto arising therefrom, shall be submitted to arbitration in the manner described in Florida Statutes 718.1255(4). Prior to the institution of court litigation, the parties to a dispute shall petition "The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation" for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by this Division. The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court competent jurisdiction within thirty (30) days. Any party to an arbitration proceeding may enforce the arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. This arbitration clause shall survive the closing, or any breach of contract. The separate consideration for this arbitration clause is a speedy resolution of disputes without litigation. If any provision of this arbitration clause is held invalid, that invalidity shall not affect other provisions or applications of this arbitration clause.

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10. ADDITIONAL RULES AND REGULATIONS

The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time, and to amend, modify and rescind the present Rules and Regulations, except for the Arbitration Rule herein, all without the consent of the Association members. Such amendments or modifications shall be as binding as all other Rules and Regulations previously adopted.

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ROYAL PALM BAY CONDOMINIUM ASSOCIATION, INC.
 ESTIMATED ANNUAL CONDOMINIUM BUDGET
 BASES ON 154 COMPLETED UNITS
 JANUARY 1, 1993

COMMON EXPENSES:	MONTHLY	ANNUALLY
A. Administration of the Association		
Telephone (For emergency use at pool)	50.00	600.00
Postage	50.00	600.00
Supplies and Printing	25.00	300.00
Bank Charges	12.00	144.00
Licenses and Fees	14.00	168.00
Legal Fees	75.00	900.00
Accounting Fees	75.00	900.00
Subtotal	301.00	3,612.00
B. Management Fees 154 x 7 x 12	1078.00	12,936.00
C. Maintenance and Repairs		
Repairs and Replacement	1,000.00	12,000.00
Pool Supplies, Maintenance/Repairs	740.00	8,880.00
Grounds Maintenance/Lawn Care	2,500.00	30,000.00
Termite Bond Renewals	0.00	0.00
Subtotal	4,240.00	50,880.00
D. Utilities		
Electric (Clubhouse & Exterior Light)	500.00	6,000.00
Water and Sewer (Clubhouse & Pool)	382.00	4,584.00
Water - Irrigation	350.00	4,200.00
Refuse Service	900.00	10,800.00
Subtotal	2,132.00	25,584.00
E. Taxes upon Association Property	0	0
F. Taxes upon Leased Areas	0	0
G. Insurance		
Property and Liability	1,600.00	19,200.00
Errors and Omissions	140.00	1,680.00
Subtotal	1,740.00	20,880.00
H. Security Provisions		
Fire Alarm Maintenance & Monitoring	100.00	1,200.00
I. Other Expenses (Miscellaneous)	0	0
J. Operating Capital	0	0
K. Reserves		
Roof replacement	711.00	8,536.00
Plumbing	115.00	1,381.00
Pavement resurfacing	154.00	1,851.00
Building painting	1,414.00	16,960.00
Exterior Siding	554.00	6,647.00
Pool & Spa	38.00	455.00
Subtotal	2,986.00	35,830.00
L. Fees payable to the Division	51.00	616.00
M. Expenses for a unit Owner N/A	0	0
N. Rent for the Unit N/A	0	0
O. Rent for Recreational Lease N/A	0	0
TOTAL:	\$ 12,628.00	151,536.00

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 10/28/92

<u>TYPE</u>	<u>154 units</u>	<u>EACH</u>	<u>MONTHLY FEE</u>	<u>ANNUAL FEE</u>
First Floor	78 units	\$ 82.00	\$ 6,396.00	\$ 76,752.00
Second Floor	76 units	82.00	6,232.00	74,784.00
TOTAL	154 UNITS	82.00	12,628.00	151,536.00

Each unit will have an identical percentage in common expenses.

As respects the reserve accounts reflected in the above budget, the Declarant states as follows:

<u>RESERVE</u>	<u>ESTIMATED LIFE</u>	<u>ESTIMATED REPLACEMENT COST</u>	<u>ESTIMATED REMAINING LIFE</u>	<u>CURRENT BALANCE AS OF 10-28-92</u>
Roof Rplcment	15 years	128,040	15 years	\$0
Plumbing	40 years	55,262	40 years	\$0
Pavement				
resurface	20 years	37,027	20 years	\$0
Bldg painting	5 years	\$ 84,800	5 years	\$0
Bldg Siding	20 years	132,940	20 years	\$0
Pool & Spa	10 years	4,550	10 years	\$0

GENERAL NOTES REGARDING THE PROPOSED BUDGET

- 1) The budget and common expenses assessment schedule are estimated for the period beginning January 1, 1993.
- 2) Any excess collected for Condominium Fees shall be applied to the Operating Capital.
- 3) The developer shall not be obligated to commence paying any common expense assessments to the Association with respect to the units offered for sale and owned by the Developer. As defined in section (4.3) of the Declaration of Condominium, the assessment for common expenses of the condominium imposed upon the unit owners will not increase beyond \$ 99.00 per month through December 31, 1993. However, the Developer shall pay the shortfall, herein called the "Deficiency". The period of time that the Developer shall be responsible for the "Deficiency" shall be for a Period of three (3) years from the date of recording the Declaration of Condominium or until the date of turnover of control of the Association to the unit owners, whichever occurs first.
- 4) The budget figures are estimates and are subject to change due to the general cost of living increases, additional services required by owners, etc. No provision has been made to determine cost escalation due to inflation or otherwise.
- 5) Members of the Condominium Association may, by a vote of the majority of the members present at a duly called meeting of the Association, determine for the fiscal year to provide no reserves or reserves less adequate than required by Florida Statutes, Section 718.112 (2) (k).
- 6) Water, sewer, electrical power and telephone are individually metered and are the responsibility of the individual unit owners. AC units are privately owned and maintained by individual unit owners.
- 7) Specific Calculations for the reserve budget are defined on the next page.

A:\condo\budget
10/28/92

ROYAL PALM BAY - 154 Units

JUSTIFICATION FOR CALCULATION OF RESERVE ACCOUNTS

ROOFING - 15 year life

Estimated Replacement Cost: (includes tear off old and haul away)

1 two unit single story building	1 x \$3,200 =	\$3,200
2 four unit two-story buildings	2 x \$3,200 =	\$6,400
12 eight unit two-story buildings	12 x \$6,400 =	\$76,800
4 twelve unit two-story buildings	4 x \$9,600 =	\$38,400
1 Clubhouse	1 x \$3,240 =	\$3,240

\$128,040 divided by 15 years = \$8,536

PLUMBING - 40 year life

10 two bdrm units with 1,050 sq. foot of floor area =	10,500
144 three bdrm units with 1,190 sq. ft of floor area =	171,360
1 Clubhouse with 2,349sq. Foot of Floor area =	2,349

184,209 sq. feet x \$.30 divided by 40 = \$1,381

PAVEMENT RESURFACING - 20 year life

There will be a total of 117,176 sq. foot of paved area.
Resurfacing Cost is based on \$.316 per sq. foot = \$37,027

\$37,027 divided by 20 years = \$1,851

EXTERIOR PAINTING - 5 year life

1 two unit single story building	1 x \$1,100 =	\$1,100
2 four unit two-story buildings	2 x \$2,200 =	\$4,400
12 eight unit two-story buildings	12 x \$4,350 =	\$52,200
4 twelve unit two-story buildings	4 x \$6,500 =	\$26,000
1 Clubhouse	1 x \$1,100 =	\$1,100

\$84,800 divided by 5 years = \$16,960

EXTERIOR SIDING - 20 year life

1 two unit single story building	1 x \$2,200 =	\$2,200
2 four unit two-story buildings	2 x \$3,350 =	\$6,700
12 eight unit two-story buildings	12 x \$6,670 =	\$80,040
4 twelve unit two-story buildings	4 x \$10,000 =	\$40,000
1 Clubhouse	1 x \$4,000 =	\$4,000

\$132,940 divided by 20 years equals \$6,647

POOL AND SPA - 10 year life

Pool Resurfacing - appx. 900 sq. ft. surface area	\$2,000
Spa Resurfacing - appx. 50 sq. ft. surface area	\$ 100
Pool/Spa Equipment and labor to install	\$2,450

\$4,550 divided by 10 years = \$455

GRAND TOTAL FOR ALL RESERVES \$35,830 annually

JUS.RES/PA/76
6/30/92

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of February, 1995, by and between Royal Palm Bay Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the Association), and Complete Interiors, Inc., a Florida corporation, hereinafter referred to as "Agent". Agent is also the Developer (Declarant) of Royal Palm Bay.

WITNESSETH:

WHEREAS, there has been submitted to condominium ownership, in accordance with the Condominium Act of the State of Florida, certain property known as Royal Palm Bay; and

WHEREAS, under the provisions of the By-Laws of the Association and the Declaration of Condominium with regard to such property, the membership of the Association consists of all of the unit owners of the property; and

WHEREAS, the Association desires to employ the Agent and the Agent desires to become employed by the Association exclusively to manage the Condominium property upon the terms hereinafter set forth;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Commencing the date of the first closing, the Association employs the Agent as its exclusive managing agent to manage the Condominium property upon the terms hereinafter set forth. Such employment shall continue for a period of one (1) year, subject to cancellation as hereafter provided. Agent shall employ a minimum of one person to service this account.

2. In the name of and on behalf of the Association, the Agent shall render services and perform duties as follows:

(a) Collect all monthly assessments and other charges due to the Association from its members. The Association hereby authorizes the Agent to request, demand, collect, and receive any and all assessments and charges which may at any time be or become due to the Association and to take such action as directed by the Board of Directors as authorized under the Declaration of Condominium. The Agent shall furnish to the Board of Directors of the Association an itemized list of all delinquent accounts and a monthly statement of receipts and expenditures between the tenth (10th) and twentieth (20th) day of each month for the preceding month.

(b) Enter into such agreements as are necessary to cause the Condominium buildings, appurtenances and other common elements of the property which the Association is responsible to maintain to be maintained according to standards acceptable to the Board of Directors, including cleaning, and such maintenance and repair work as may be necessary, subject to any limitation imposed by the Board of Directors and to those contained herein. The Agent shall not incur any expense for any single item of repair or replacement which exceeds the sum of Five Hundred Dollars (\$500.00) unless specifically authorized by the Board of Directors, except however for such emergency repairs as may involve a danger to life or property or are immediately necessary for the preservation and safety of the members and occupants, or that may be required to

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EXHIBIT
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avoid the suspension of any necessary service to the property. Except for such emergency repairs, the Agent may not incur any expense not provided for in the Association budget or by prior special assessment unless approved or authorized by the Board of Directors.

(c) Enter into agreements on behalf of the Association as authorized by the Board of Directors for water, electricity, gas, telephone and Vermin extermination, the company and agreement to be approved by the Board of Directors, and such other services as may be necessary or as the Board of Directors may determine advisable. The agent shall also purchase on behalf of the Association such materials and supplies as are necessary for the proper maintenance of the property, subject to the approval of the Board of Directors. All such purchases and contracts shall be in the name of the Association. Notwithstanding, the Association shall retain its power to make and enter contracts.

(d) Supervise and, where authorized by the Board of Directors in writing, cause to be placed and kept in force all insurance necessary to protect the Association, including but not limited to public liability insurance, fire and extended coverage insurance, but excluding those coverages which are the responsibility of the individual unit owner. All hazard policies shall comply with the Condominium Act. Agent shall also obtain for Association officers and directors all fidelity bonding required by the Condominium Act. Agent shall investigate and report to the Board of Directors with respect to all accidents or claims for damages relating to the ownership, operation, and maintenance of the common elements of the property including any damage or destruction thereto, and shall cooperate with and make such reports as are required by the insurance company in connection therewith. Insurance obtained by Agent will be at a competitive price, and from companies approved by the Board of Directors.

(e) From the funds of the Association, where applicable, cause to be paid regularly and punctually:

(1) All taxes required to be paid by the Association.

(2) Such sums which become due and payable for expenses or other obligations incurred by the Agent on behalf of the Association; and

(3) Such other amounts or charges as may be authorized by the Board of Directors of the Association.

(f) Prepare for execution and filing by the Association all forms and reports and returns required by law in connection with annual corporate reporting requirements, federal and state income tax unemployment insurance, workmen's compensation insurance, disability benefits, social security, withholding taxes and other similar taxes now in effect or hereafter imposed; and such other requirements as may relate to the Association, the operation of the property and the employment of personnel.

(g) Maintain a system of office records, books and accounts in accordance with acceptable accounting principles and practices. Such records will be subject to examination when requested by the Directors of the Association and any members of the Association during normal business hours.

(h) By and with the approval of the Board of Directors, investigate, hire, supervise and discharge the personnel necessary in order to properly maintain and operate the property in accordance with a work schedule, jointly approved by the Board of Directors and the Agent. Such personnel shall in every instance be deemed employees of the Agent, but all expenses directly associated

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with, and allocable to Royal Palm Bay Condominium Association, Inc. shall be considered an operating expense of the Association and reimbursable to the Agent.

(i) The Agent shall endeavor to secure full compliance by the members or other occupants with the Declaration of Condominium, Articles of Incorporation and By-Laws of the by the Association, and on behalf of the Board of Directors shall employ the services of an attorney, at the discretion of and with the approval of the Board, to assist in securing compliance of same, when needed.

(j) In addition to the foregoing responsibilities, the Agent shall:

(1) Serve as the Association's representative in obtaining satisfactory corrective work and repairs with respect to property which the Association is responsible to maintain;

(2) Maintain bank accounts as directed by the Board of Directors in and with banking institutions acceptable to the Board of Directors and maintain such bank accounts in accordance with accepted accounting practices;

(3) Attend, upon request, meetings of the Board of Directors and members;

(4) Assist the Board of Directors in preparing annually a proposed budget; and

(5) Undertake regular inspection of all facilities and grounds for which the Association is responsible for maintenance.

(k) All acts performed by the Agent pursuant to the provisions of the Agreement shall be performed as Agent on behalf of the Association and all obligations or expenses shall be on behalf of and at the expense of the Association. The Agent shall not be obligated to make any advance to or for the account of the Association, or to pay any sum except out of funds of the Association held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of the same are provided.

3. In addition to such other duties and obligations which may be set forth herein, the duties and responsibilities of the Association shall be as follows:

(a) The Association shall carry, at its expense, all necessary liability insurance adequate to protect the interests of the Association and the Agent in the same manner and to the same extent as the Association, except for any misconduct or negligent acts of the Agent.

(b) The management fee of \$ 7.00 per unit per month will be billed monthly and paid from the Association's funds; provided, however that such fee will be based only on those units in buildings for which the laying of sod has been completed.

(c) The Association shall indemnify Agent from liability incurred on behalf of the Association except misconduct or negligent acts of the Agent.

(d) The Association shall establish and maintain a cash flow for monthly assessments sufficient to support the services and maintenance functions as voted on and approved by the Association's Board of Directors.

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8/19/92

4. In addition to such other duties and obligations which may be set forth herein, the duties and responsibilities of the Agent shall be as follows:

(a) Administrative Services (to be performed daily)

(1) Maintain the records of the Association including all correspondence by and between the Board of Directors, Unit Owners, and the Agent.

(2) Maintain copies of Board minutes and member's meetings and assist in the typing and dissemination of same if requested.

(3) Prepare and disseminate all Board communiques to unit Owners (postage and copy expense charged on cost only basis).

(4) Act as agent for the Board of Directors in carrying out each and every program it deems necessary regarding the common activity of the Association.

(5) Solicit bids for special programs and implement and supervise the completion of such programs; reporting the progress of same to the Board as required.

(6) When requested, assist in typing Board and member's minutes, reports and correspondence, etc.

(7) Receive, advise and process service requests by the Board per guidelines laid out by the Board of Directors.

(8) Attend upon request, the annual meeting of the Condominium Association and meetings of the Board of Directors.

(b) Accounting & Bookkeeping Services (to be performed monthly)

(1) Prepare and submit to the Board of Directors a proposed annual operating budget and assist in the preparation of the establishment of the final budget

(2) Maintain a corporate ledger which includes all receipt and disbursement information. Such ledger shall be available for inspection upon request.

(3) Review billings for accuracy and goods received and make out checks for approved invoices as well as payroll. Maintain a check register and payable journal and perform regular bank reconciliation.

(4) In connection with Association employees, prepare all payroll tax reports and disburse payment tax reports and disburse payment of same. Maintain an employee file.

(5) Arrange bank deposit procedure and control receipt activity. Maintain receivable information as to the account status of each unit.

(6) If required by the Board of Directors, secure the printing and mailing of coupon payment booklets to all unit owners.

(7) Upon each request, provide unit owners with the status of their individual account, and coordinate the solution of any discrepancies that may occur between the official record and a unit Owner's record.

(8) Prepare monthly financial activity analysis indicating income expense on a cash basis.

MAD/PA/A:

(9) Prepare the annual financial report and, if directed, disseminate it to each unit owner at the expense of the Association.

(10) File the annual income tax return for the Association.

(11) Assist and cooperate with any outside auditing firm that may be retained by the Board of Directors.

(12) Maintain a comprehensive "bills paid" file that shall be open to inspection.

(13) Provide the Board of Directors with monthly statements of delinquent accounts and a statement of receipts and expenditures.

(14) Assist Association legal counsel in whatever respect required.

(15) Generate and mail out the correspondence necessary to bring delinquent accounts up to date. Where unsuccessful, recommend the appropriate legal action to the Board.

(c) Supervisory Service (to be performed daily or as needed)

Make arrangements for and supervise all maintenance activities as shall be deemed necessary by the Board of Directors.

(d) Consultant Services (to be performed daily or as needed)

(1) Provide input to the Board of Directors as to changes in Florida Condominium Laws or rules.

(2) Prescribe long range maintenance programs and provide input to the Board of Directors as to alternative programs for solutions to specific problems.

(3) Perform ongoing budget analysis and continually monitor cost trends in the area to avail the Association of the most economical operational practices.

(4) Prepare and file on behalf of the Association, all legal reports required under Federal and State law. Also, on behalf of the Association, secure all necessary permits for operation of condominium facilities.

(5) Compile and implement and from time to time revise a comprehensive maintenance schedule which shall encompass both the day to day maintenance activities as well as incorporate long range preventative maintenance programming.

(6) On behalf of the Board of Directors and at their direction, attempt to secure compliance with the Association's Rules and Regulations by all owners, guests and lessees.

(7) At the direction of the Board, obtain premium quotations for such insurance as shall be deemed necessary by the Board.

(8) If requested, on behalf of the Board, procure information as to any proposed purchasers or lessee of a unit and process the necessary forms pursuant to Board approval of such.

(9) Maintain and continually update the official record of ownership, including the correct mailing addresses, seasonal or otherwise of each unit owner.

(10) If required, formulate, implement, and supervise a security program in accordance with input from the Association. Maintain all records and reports associated with this program.

HAD/PA/A:

(11) Assist the Board of Directors in dealing with the unit owner's affairs and provide input as to the prudent courses of action.

(12) Upon request, furnish Board members with the latest in community association operational information.

(13) If requested, host the Board discussions or workshop sessions at the Agent's office.

5. Notwithstanding the one (1) year stated term of this Agreement, it may be terminated at any time without cause upon thirty (30) days written notice of one party to the other.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year above first written.

"Association"
Royal Palm Bay CONDOMINIUM
ASSOCIATION, INC..
A Florida not-for-profit corporation

By *Sandra M. Weld*
President

Attest: *James C. Clavin*
Secretary

COPIES

"Agent"
COMPLETE INTERIORS, INC..
A Florida Corporation

By *Linda C. Clark*
Linda C. Clark, President

Attest: *Sandra M. Weld*
Sandra M. Weld,
Secretary

HAD/A:

ROYAL PALM BAY
a Condominium
RESERVATION DEPOSIT FORM

RECEIPT IS HERewith ACKNOWLEDGED by Complete Interiors, Inc., a Florida corporation, hereinafter referred to as Developer, from _____, Address: _____, City of _____, State of _____, Phone Number: () _____, Fax number: () _____, hereinafter called the Prospective Purchaser of the sum of _____ Dollars (\$ _____), as Reservation Deposit for subsequent purchase of Unit # _____, ROYAL PALM BAY, a proposed Condominium for a total purchase price of _____ Dollars. () this deposit to be held in an escrow account with Southern Land Realty, pursuant to Escrow Agreement attached hereto as Attachment "A".

Developer states to the Prospective Purchaser that:

(1) Developer is in the process of, and must file condominium documents required under Chapter 719, Florida Statutes, and Rule 7D-17.01, with the Division of Florida Land Sales and Condominiums prior to entering into a binding purchase agreement with Prospective Purchaser who is entitled to receive from Developer all such condominium documents.

(2) Prospective Purchaser has the right to an immediate unqualified refund of the Reservation Deposit monies upon written request to the Escrow Agent by Developer or by Prospective Purchaser who shall simultaneously deliver to Developer a copy of such written request made to Escrow Agent. Once Developer receives approval to accept condominium purchase agreements, Developer shall forward purchase agreement to Purchaser who shall have fifteen (15) days from receipt to execute purchase agreement and return to Developer or notify Developer in writing of their intent to cancel this Reservation Agreement and receive an immediate unqualified refund of the Reservation Deposit. In the event of no response by Purchaser within this fifteen (15) day period, Developer shall place reserved unit back on the market.

(3) The Escrow Agent is Mark T. Blake, L.L.M. F.A., 425 Douglas Avenue, Suite 1502 Altamonte Springs, FL 32714; the deposit must be payable only to the Escrow Agent and Escrow Agent shall provide a receipt to the Purchaser upon request by Purchaser.

(4) No assurance is given by the Developer as to the actual expenses to be stated within the purchase agreement.

(5) Upon delivery to and receipt by Prospective Purchaser of all condominium documents from Developer, Prospective Purchaser shall have fifteen (15) days thereafter to deliver an executed purchase agreement to Developer, which shall credit this Reservation Deposit toward the payment of the earnest money deposit (ten percent, 10%) of purchase price, or upon expiration of the aforesaid fifteen (15) day period, Developer may refund to Prospective Purchaser, the Reservation Deposit monies held in escrow and the Prospective Purchaser shall thereafter have no further rights to purchase the within described condominium unit.

(6) Developer has the unconditional right to refund to Prospective Purchaser the Reservation Deposit monies at any time prior to the execution of purchase agreement and the Prospective Purchaser shall thereafter have no further rights to purchase the within described condominium unit.

DATED: _____ COMPLETE INTERIORS, INC.

BY: _____
Authorized Corporate Representative

Prospective Purchaser herewith acknowledges receipt from Developer of a copy of this Reservation Deposit Form and his understanding and agreement with the statements therein.

Purchaser _____ Purchaser _____
Salesperson _____ DATED: _____

RES/PA/A:
3/31/92

EXHIBIT I

ROYAL PALM BAY

a Condominium

RESERVATION DEPOSIT ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into this 31st day of March A.D., 1992, by and between Complete Interiors, Inc. herein called the Developer, and Mark T. Blake, L.L.M., P.A. herein called the Escrow Agent.

WITNESSETH:

WHEREAS, Developer located at 435 Douglas Avenue, Altamonte Springs, Florida 32714, and intends to construct and to sell 154 proposed condominium units within Royal Palm Bay, a condominium, City of Kissimmee, County of Osceola, and State of Florida, and intends both prior to commencement and during and prior to completion of construction of these condominium units to accept reservation deposit monies from prospective purchasers in an amount deemed appropriate by the Developer;

WHEREAS, Developer desires to comply with F.S.A. 718.202 and 718.502(2) (1991) by the creation of an escrow account for deposit into of the aforesaid reservation deposit monies paid by prospective purchasers under separate reservation deposit forms;

WHEREAS, Escrow agent agrees to act as the Escrow Agent and to administer the escrow account and to disburse the reservation deposit monies in escrow as required under the Reservation Deposit Form a copy attached hereto as Exhibit 'A'.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties do hereby agree as follows:

1. ESCROW ACCOUNT: There is hereby created and the same shall be maintained with Southern Bank, Orlando, Florida Trust # 011006860 for the express purpose of receiving and holding for the Escrow Agent reservation deposit monies from prospective purchasers to Finance for proposed construction of the Royal Palm Bay Condominium, and for disbursement of the same to the prospective purchasers, as required by the provisions of the Florida Statutes, which are hereby incorporated herein.

2. DEPOSIT OF RESERVATION DEPOSIT MONIES: All reservation deposit monies shall be deposited to the Escrow Agent, and Developer shall provide to the Escrow Agent a copy of the reservation deposit monies received by the Escrow Agent, with a copy of the report of Purchasing Escrow Agent, and a copy of the prospective purchaser's reservation deposit form, which shall be deposited in the escrow account. The Escrow Agent shall not be liable for the deposit of the reservation deposit monies to the escrow account of the Escrow Agent, F.S.A. 718.202(2), F.S.A. 718.502(2) and which shall be held in trust for the prospective purchaser or the Developer, as directed by the reservation deposit monies as provided by Florida Law.

3. INVESTMENT OF DEPOSITS: Escrow Agent shall place the reservation deposit monies in the escrow account subject to 718.202(2), F.S.A. (1991) in common escrow or trust accounts, interest or non interest bearing accounts, provided that the funds shall at all reasonable times be available for withdrawal in full by the Escrow Agent.

Witness my hand and seal this 31st day of March 1992

(4) TRANSFER OF DEPOSIT MONIES TO ROYAL PALM BAY SALES DEPOSIT ESCROW ACCOUNT. If the prospective purchaser shall contract with Developer for purchase of the condominium unit described within the Reservation Deposit Form by formal execution of a purchase agreement with Developer, the monies deposited into escrow and any interest thereon, pursuant to this Escrow Agreement shall be transferred by Escrow Agent into the Royal Palm Bay Sales Deposit Escrow Account and shall be distributed pursuant to the written Escrow Agreement establishing said Sales Deposit Escrow Account. The transfer by Escrow Agent shall be made upon its receipt from Developer of copy of an executed purchase agreement and balance of the monies in payment of up to ten percent (10%) of the sales price. Other than as hereinabove provided, reservation deposits shall not be released directly to the Developer.

(5) INDEMNIFICATION OF ESCROW AGENT: Mark T. Blake, L.L.M., P.A., herein referred to as Escrow Agent, is acting hereunder solely as a depository and is not a party to or bound by any agreement or undertaking which may be evidenced by or arise out of any items deposited with it hereunder and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of any of the items and undertakes no responsibility or liability whatsoever for the form if execution of such items or the identity, authority, title or rights of any person executing or depositing and of the items referred to in the Reservation Deposit Form or this Escrow Agreement. Further, notwithstanding anything to the contrary herein, Escrow Agent shall have no duty to determine the performance or non-performance of any term or condition of any contract or agreement now or hereafter entered into between the parties hereto, and the duties and the responsibilities of the Escrow Agent are limited solely to those specifically stated within this agreement. In the acceptance of any funds or documents delivered hereunder, the Escrow Agent shall not be required to construe any contract or instrument, term or provision therein deposited herewith.

Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith. No liability will be incurred by Escrow Agent, if, in the event of any dispute or question as to the construction of the performance of its duties and responsibilities assigned herein, it acts in accordance with the opinion of its legal counsel.

(6) BINDING EFFECT: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

(7) ENTIRE AGREEMENT: This Agreement supersedes any and all understandings and agreements between the parties hereto and this agreement represents the entire agreement between the parties hereto. No representation or inducement made prior hereto which are not included and embodies within this agreement shall be of any force or effect.

IN WITNESS WHEREOF, Developer and Escrow Agent have caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

 A:\condo\esarvdp
 3/31/92

Complete Interiors, Inc.
[Handwritten signature]
 By: Linda C. Clark, President
 Mark T. Blake, L.L.M., P.A.
[Handwritten signature]
 By: Mark T. Blake, L.L.M., P.A.

ROYAL PALM BAY, a condominium

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, entered into by and between Complete Interiors, Inc., herein called the Developer, and Mark T. Blake, LL.M., P.A., 435 Douglas Avenue, Suite 1505, Altamonte Springs, FL 32714, herein called the Escrowee.

WITNESSETH:

WHEREAS, Developer is developing and offering for sale Royal Palm Bay, a Condominium, and;

WHEREAS, the construction, furnishing and landscaping of all 154 condominium units have not been substantially completed in accordance with the plans and specifications, and;

WHEREAS, Section 718.202 of the Florida Statutes requires that Developer enter into an escrow agreement for the purpose of escrowing certain deposits on contracts of sale prior to substantial completion of the condominium units.

NOW, THEREFORE, in consideration of the premises, the parties mutually agree as follows:

(1) Developer shall deposit with Escrowee all payments made by Purchasers towards the purchase price of a Unit which Developer receives. "Unit" shall mean any of the 154 Units presently being constructed by Developer in Royal Palm Bay, a Condominium.

(2) Escrowee must give to Purchaser a receipt for any such deposit.

(3) Escrowee shall deposit said funds in an escrow under the name of Royal Palm Bay Condo Escrow Account.

(4) Escrowee shall release funds from escrow as follows:

a. If a Purchaser properly terminates his contract pursuant to its terms or pursuant to Florida Statutes, Chapter 718, the funds shall be paid to the Purchaser.

b. If the Purchaser defaults in the performance of his obligations under the contract of purchase and sale, the funds shall be paid to the Developer.

c. By Agreement of the parties.

d. To the Developer at the closing of the transaction.

e. By order of court or binding arbitration.

f. Upon written demand by either party to escrowee who shall notify the other party of the demand. If no claim or dispute is made within 15 days, the funds will be disbursed in accordance with the demand.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this 24th day of August A.D. 1992.

Signed, sealed and delivered in the presence of:

"DEVELOPER" COMPLETE INTERIORS, INC.

[Signature of Sandra M. Welch]

By: [Signature of Linda C. Clark] Linda C. Clark, President

[Signature of Sandra M. Welch]

"ESCROWEE" MARK T. BLAKE, LL.M., P.A. By: [Signature of Mark T. Blake] Mark T. Blake, LL.M., P.A.

AGREEMENT FOR PURCHASE AND SALE

ALL REPRESENTATIONS MUST BE BELIEVED UPON AS CORRECTLY STATED THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY THE DEVELOPER TO THE PURCHASER WITH THIS CONTRACT.

COMPLETE INTERIORS, INC. d/b/a CONTINENTAL HOMES (SELLER) and (Motel Status) PURCHASER of (current address)

PURCHASER to notify SELLER in writing immediately of any change of address or telephone number. FAX PHONE (WV) PHONE (HN)

SELLER will transfer by general warranty deed to PURCHASER, a condominium unit (hereinafter "Unit") Model Rio Grande located at LEGAL DESCRIPTION: UNIT at ROYAL PALM BEACH according to the Condominium Plat thereof, as recorded in Condominium Plat Book Page of the Public Records of Orange County, Florida, Great Address built in accordance with the plans on file with the local Building Department and in accordance with the Southern Standard Building Code.

Table with 2 columns: Description and Amount. Rows include PURCHASE PRICE, TOTAL DOWN PAYMENT, MORTGAGE AMOUNT, INITIAL DEPOSIT RECEIVED (1,000.00), ADDITIONAL DEPOSIT DUE AT JOB PERMIT, REMAINING DEPOSIT DUE UPON QUALIFYING FOR LOAN, DOWN PAYMENT DUE AT CLOSING, ESTIMATED EXPENSES DUE AT CLOSING (1,500.00).

TERMS AND CONDITIONS OF SALE

1. The SELLER will pay up to 4.5% of the mortgage amount to cover any of the PURCHASER's closing costs, all costs above 4.5% are the responsibility of the PURCHASER. If PURCHASER is obtaining conventional financing or paying cash, he is to pay ALL closing costs including Florida Documentary Stamps and title insurance. PURCHASER shall apply at Phone () For a loan commitment within four (4) working days from the date of this Agreement. Time is of the essence. Should PURCHASER's loan not be processed or approved within a time limit acceptable to SELLER, PURCHASER authorizes SELLER to transfer all of PURCHASER's loan documents, in their entirety, to a new lender acceptable to PURCHASER and SELLER, at no cost to PURCHASER. Loan to be obtained by PURCHASER at a mortgage company approved by SELLER, with the assistance of SELLER. PURCHASER shall be responsible for all disbursements shown that amount. PURCHASER is responsible for 1% loan origination fee payable to Action Finance or assigns, private mortgage insurance, credit report, appraisal fee, document preparation fee, translation fee, and other normal lender charges. PURCHASER may have certain other costs to be paid at closing such as, but not limited to, PURCHASER's attorney's fee; owner's title policy; prepaid interest; prorated taxes; and insurance. In the event that the lender loan fee includes the mortgage insurance premium, PURCHASER agrees to be responsible for the costs. The estimated preparation figures above is only an estimate of these costs. The mortgage lender will give a more detailed estimate upon request when applying for loan. Taxes for the year in which the sale is closed shall be prorated between SELLER and PURCHASER as of the date of closing. PURCHASER is to fully cooperate with SELLER in any additional applications to obtain financing approval in the event that PURCHASER is unable to obtain a conventional application.

2. PURCHASER shall, within four (4) working days of acceptance of this contract, apply for a payment of loan at a lender acceptable to SELLER. Complete application process shall include PURCHASER'S payment to lender for credit report and appraisal fee. If PURCHASER fails to make complete application within four (4) days after signing this Agreement, SELLER may, at his option, increase the purchase price by the rate of 1 1/2% per month prorated for the number of days more than four (4) that it takes PURCHASER to make loan application. PURCHASER shall be in default of Agreement unless a reasonable effort is made to make prompt application and to furnish promptly all true and accurate information, in English, and secure to be processed all documents necessary in connection with said loan application. PURCHASER shall obtain approval from lender within sixty (60) days from the date of this Agreement to qualify for loan and terms in the amount stated above or financing contingency shall be deemed waived unless further extended by written agreement between the parties. Cash disbursements do not have a financing contingency. Commitment must be good for 120 days if proposed construction and 60 days if existing construction or at the option of SELLER this Agreement shall be void, if PURCHASER has not satisfied all contingencies within 60 days, SELLER, at his option may raise the sales price 1% per month until such time as PURCHASER has satisfied all contingencies. If purchase is not approved 45 days prior to closing, SELLER may transfer purchase to another unit that would be available at another date or placed on a preferential waiting list for the next available unit, once they are approved. Prior to the expiration of the financing contingency, if the loan application is rejected or returned either by the mortgage company, or other institution passing upon the credit of PURCHASER or is canceled due to a contingency, and at the option of SELLER it is determined that the reason for rejection cannot be cured in a business-like manner, then the earnest money deposit shall be refunded to PURCHASER within 10 working days after written request for cancellation, less credit report charges, appraisal fee, any charges incurred for making changes in the plans, and this Agreement shall be null and void. PURCHASER agrees to in no way interfere or attempt to influence any loan officer of any lending institution not to approve his loan. Rejection or return of the loan application due to false, misleading, untruthful, or unverifiable information from PURCHASER shall constitute a default of this Agreement and paragraph 10 shall apply. If lender must hire an outside agency to translate any documents provided by PURCHASER or PURCHASER'S agents, PURCHASER agrees to pay translation fee of a minimum of \$100.00 per document.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

3. The closing is to be held at the location and direction of SELLER. If construction is not complete as of the date of this agreement, PURCHASER shall close on sale within four (4) days of the issuance of the certificate of occupancy. If construction is complete as of the date of this agreement, closing shall be held on or before Unless both parties agree to extension in writing, in advance, PURCHASER'S failure to close within this time frame will result in a default of this Agreement or SELLER at his option will earn 1 1/2% of the purchase price per month per day interest carrying charge until closing. PURCHASER also agrees that if for any reason he should fail to close as required in this Agreement, he will be in default and will pay additional liquidated damages at a rate of 1 1/2% per month prorated on a daily basis on the full purchase price plus taxes and insurance on the property from the date this closing was to be held per this Agreement until he pays SELLER the liquidated damages as set forth herein; or if he should in any way prevent SELLER from placing this property on the market and selling it, he will pay the liquidated damages until the title is cleared. This specifically means that PURCHASER agrees not to cloud the title to this property in any way and, if he does, to pay liquidated damages as stated herein until the title is cleared.

4. SELLER agrees to complete the proposed construction (unless delayed by strikes, weather, war, government authority or other reasons beyond its control in which case SELLER shall so certify prior to the expiration period of the original Agreement) in accordance with plans and specifications heretofore submitted to the local Building Department having jurisdiction and to obtain final approval from Building Department showing satisfactory compliance on or before 150 days from the start of construction, hereinafter called the Base Period. Clearing shall start when all contingencies have been satisfied or waived by PURCHASER, and upon execution by PURCHASER of an AUTHORIZATION TO START CONSTRUCTION AND WAIVER STATEMENT. SELLER is not obligated to begin construction of the unit until PURCHASER signs this statement. SELLER may start construction earlier, at its option. Start of construction shall be the day footers are inspected and approved by appropriate government authority. It takes approximately two weeks from satisfaction of all contingencies to start clearing and two more weeks for the footers to be inspected. If unit is not completed within 30 days from the date specified, hereinafter called the Grace Period, PURCHASER shall be entitled to request by certified mail by Linda C. Clark, President,

COMPLETE INTERIORS, INC. d/b/a CONTINENTAL HOMES, to cancel this Agreement and receive a refund of the earnest money paid herewith and, in said event, this Agreement shall be terminated. However, if the unit is completed before PURCHASER notifies SELLER of his intent to cancel, then this Agreement shall not be cancellable and SELLER shall be construed to have fulfilled this Agreement. PURCHASER's sole remedy for failure of SELLER to construct and complete the unit within the time herein specified shall be limited to the return of the earnest money deposit. Receipt by SELLER of final approval from the Building Department shall constitute conclusive evidence of completion of construction. If SELLER should fail to complete the unit within the time allowed in this Agreement, then PURCHASER has the option of either extending or canceling the Agreement by notifying SELLER by certified mail, return receipt requested, restrictive delivery to be signed only by Linda C. Clark. If extended, the period shall be 30 days. If SELLER does not have the unit completed within one year from the later of the date of this Agreement or the date the plot is recorded, adjusted or any extensions granted by PURCHASER, SELLER shall be liable to PURCHASER for liquidated damages only in the amount of the initial deposit plus 18% interest on the deposit given at the time of signing this Agreement and this Agreement shall be canceled. Said liquidated damages shall not be less than 2% of the original purchase price. However, if PURCHASER is in default under the terms of this Agreement, SELLER will not be liable to PURCHASER. PURCHASER shall grant an extension on the one year requirement equal to the number of days over 60 it takes for PURCHASER to get a loan commitment, but in no event shall SELLER have more than one day less than two years to fulfill this Agreement and close on the sale. If SELLER should fail to complete the unit during an extension, PURCHASER may continue to extend in the same manner as above. Should PURCHASER fail to extend the Agreement, the Agreement shall be canceled and SELLER shall return all monies paid to SELLER by PURCHASER. PURCHASER shall pay any increase in loan discount points caused by PURCHASER delaying a scheduled closing. In the event PURCHASER has contracted for a unit that has already started or is complete and then said PURCHASER defaults, then 12% liquidated damages will be assessed. If SELLER should fail to close on the unit per the contract, PURCHASER shall be entitled to specific performance or damages as stated elsewhere in the contract, unless it is impossible for the SELLER to perform, in which case the damages will be as stated elsewhere in the contract. If SELLER should fail to deliver the unit substantially per the plans, PURCHASER shall be entitled to economic damages.

5. In the event the loan application is approved and PURCHASER fails to pay the balance due as called for in the Agreement, PURCHASER will be in default. In the event PURCHASER delays on promptly performing any of his obligations of this Agreement, including making loan application, paying lender for credit report and appraisal fee, signing loan submission forms required by the lender, providing financial data requested by the lender, or any other obligation of PURCHASER in this Agreement, PURCHASER hereby agrees to pay at the option of SELLER, a delay charge equal to 1 1/2% of the purchase price per month, said charge to be prorated on a daily basis. In the event no time limits are specified for PURCHASER performing, PURCHASER will be given two (2) working days from the time notified to perform. Any delays after that may be charged at SELLER's option on the prorated daily basis of this Agreement may be declared in default. It is PURCHASER'S responsibility to get an exact description of the program from the lender as program may change from time to time. SELLER OR ITS AGENTS MAKE NO GUARANTEES OR WARRANTIES ON THE LOAN PROGRAM SELECTED BY PURCHASER AND IS NOT IN ANY WAY RESPONSIBLE FOR FINANCING ON PURCHASER'S UNIT, EXCEPT TO PAY CERTAIN CLOSING COSTS AS SPECIFIED IN THIS PURCHASE AGREEMENT. The lender reserves the right to change rates or other features of the loan program without notice. PURCHASER is responsible for payment of private mortgage insurance premiums that may be required by the lender. PURCHASER is responsible for payment of the CREDIT REPORT and APPRAISAL fees and these charges are non-refundable.

6. Upon PURCHASER receiving a loan commitment within the time specified, this Agreement shall have full force and effect and SELLER and PURCHASER shall be obligated to consummate the sale. If PURCHASER fails to qualify after making a reasonable and diligent effort, then paragraph 2 will be valid. If PURCHASER in any way does not so try to qualify, then paragraph 10 will apply.

7. **MANDATORY NONBINDING ARBITRATION OF DISPUTES:** All disputes or controversies that may arise between the parties hereto concerning the interpretations of this Agreement or the rights of either of the parties hereto arising therefrom, shall be submitted to arbitration in the manner described in Florida Statutes 718.125(4). Prior to the institution of court litigation, the parties to a dispute shall petition "The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation" for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by this Division. The arbitration decision shall be presented to the parties in writing. An arbitrated decision shall be final if a complaint for a trial de novo is not filed in a court competent jurisdiction within thirty (30) days. Any party to an arbitration proceeding may enforce the arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. This arbitration clause shall survive the closing, or any breach of the contract. The separate consideration for this arbitration clause is a speedy resolution of disputes without litigation. If any provision of this arbitration clause is held invalid, that invalidity shall not affect other provisions or applications of this arbitration clause.

8. PURCHASER agrees that SELLER cannot give an exact date that the unit will be finished and ready for occupancy. The dates itemized in paragraph 4 above shall take precedence over any statement or estimate that the salesperson or any other person for SELLER may have given and any other dates shall be treated merely as good faith estimates and shall in no way be binding on SELLER. If a certain date is sought to be relied upon, PURCHASER agrees to get that date certain only from Linda C. Clark, President of COMPLETE INTERIORS, INC., in writing and notarized and that any other promised commitment date shall not and may not be relied upon by PURCHASER in any manner which would obligate or bind.

9. **FURNITURE IN MODEL.** Purchaser agrees and acknowledges that the materials, decorations, furniture and furnishings in any model displayed to the PURCHASER are for display purposes only and are not to be included as part of this Agreement.

10. The parties acknowledge that SELLER will suffer damages if PURCHASER defaults and that it will be difficult to determine the exact amount of the damages. Such damages include loss of opportunity cost, interest carrying charges, loss of use of money, additional selling expenses, administrative time and additional overhead expenses. Due to the difficulty of ascertaining actual damages, the parties hereto agree to contractually bind themselves to calculate liquidated damages as indicated herein after. To reasonably compensate SELLER for such damages, PURCHASER agrees to pay to SELLER a total of six percent (6%) of the total purchase price as liquidated damages if default by PURCHASER is PRIOR TO START OF CONSTRUCTION. Should default by PURCHASER occur SUBSEQUENT TO THE COMMENCEMENT OF CONSTRUCTION, PURCHASER agrees to pay SELLER a total of twelve percent (12%) of the total purchase price liquidated damages as recognition of the additional effort and loss resulting from commencing construction. PURCHASER agrees that said liquidated damages as indicated hereinabove are not for the purpose of penalizing PURCHASER but to contractually establish damages which the parties agree can reasonably be incurred by SELLER as a result of default. These stated liquidated damages are for a contract default and specifically do not include other damages such as unpaid rent, clouds on the title, restoration of premises to like-new condition or other damages as defined in other portions of this Agreement or any addendums and/or rental agreements. Additional damages as defined elsewhere shall be added, where applicable, to these liquidated damages. SELLER shall release PURCHASER from this Agreement upon receipt of this money. Both parties agree to waive any claim for positive damages or tort damages as a result of this Agreement or the actions of either party. In the event litigation is necessary, the parties agree that Orange County Circuit and County Courts will have venue and jurisdiction. The parties waive their right to a jury trial.

11. **HANDLING OF ESCROW:** PURCHASER, with the execution of this instrument, has paid the sum of TWO THOUSAND U.S. DOLLARS (\$2,000.00) to Mark T. Blatz, LL.M., P.A., Suite 1505, 435 Douglas Ave., Altamonte Springs, FL 32714, herein referred to as the "Escrowee" and hereby authorizes Escrowee to deposit said funds in an account at Southern Bank, or other designated Federally Insured Bank, to be held and disbursed pursuant to the terms of the Escrow Agreement delivered to PURCHASER herewith, as an earnest money deposit to evidence the good faith of PURCHASER, and by this instrument agrees to purchase from the SELLER the property in Osceola County, Florida described above. At the time of closing, the Escrowee shall pay over to SELLER the deposit held by him under this Agreement. In the event that the sale is not closed by virtue of the default of one party or the other or for any reason, the Escrowee shall be entitled to pay said deposit to whomsoever the parties to the Agreement jointly direct in writing. In the event the parties are unable to agree as to whom the deposit should be paid, the Escrowee will disburse the deposit in accordance with the escrow agreement. In the event of any arbitration or suit between Purchaser and Seller wherein the Escrowee is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrowee interpleads the subject matter of this escrow, the Escrowee shall be entitled to recover a reasonable attorney's fee and costs incurred, in favor of the prevailing party.

12. **NOTICE:** The delivery of any item and the giving of notice in compliance with this Agreement by PURCHASER or SELLER shall be accomplished by delivery of the item or notice to the party intended to receive it, or by mailing it, Return Receipt Requested, Restricted Delivery to Linda C. Clark, (SELLER) or to PURCHASER at the address stated in this Agreement. Notice or delivery by mail shall be effective when mailed. This agreement shall be governed by and construed under the laws of the State of Florida and may not be amended or modified except in writing, signed by the parties.

13. **CONSTRUCTION SPECIFICATIONS.** This Purchase Agreement takes precedence over all other documents, including plans and specifications and verbal agreements. The plans take precedence over the lending institution's specifications.

14. Upon installation of the carpet or completion of the unit, whichever comes first, and within two working days of being notified, the PURCHASER will make a list of items needing correction with the job superintendent during working hours. No list will be valid unless prepared using SELLER'S standard punchlist form, with superintendent present. PURCHASER agrees that this is the only list of cosmetic items SELLER will be required to fix. If PURCHASER fails or refuses to sign the list, SELLER will complete those items it deems reasonable but will not be responsible for any other cosmetic items or defects apparent at the time of making this punchlist. All reasonable items will be corrected as quickly as possible. Closing will be held within four (4) days after the receipt of the certificate of occupancy and PURCHASER agrees that there is no requirement that the punchlist work be completed prior to closing of the sale. If for any reason, the PURCHASER fails to close on the sale promptly, at the option of the SELLER, all punchlist work shall cease until a closing is held.

15. A. OPTIONS

BASE PURCHASE PRICE \$ _____

UNIT PREMIUM PRICE \$ _____

DESCRIPTION OF OPTIONS:

- 1. FRAME CONSTRUCTION - HARDBOARD SIDING STANDARD
- 2. EUROPEAN CABINETS AND VANITIES W/ OAK EDGING STANDARD
- 3. CONTINUOUS FEED GARBAGE DISPOSAL STANDARD
- 4. FROST FREE REFRIGERATOR W/ ICEMAKER STANDARD
- 5. FREE STANDING RANGE STANDARD
- 6. MICROWAVE OVEN STANDARD
- 7. DISHWASHER STANDARD
- 8. WHITE WINDOW FRAMES STANDARD
- 9. LARGE DOUBLE STAINLESS STEEL SINK STANDARD
- 10. CERAMIC TILE TUBS AND SHOWERS STANDARD
- 11. LIGHT FIXTURES IN BEDROOMS AND DINING ROOM STANDARD
- 12. SMOKE ALARM STANDARD
- 13. GROUND FAULT CIRCUIT BREAKER STANDARD
- 14. 110 VOLT COPPER WIRING STANDARD
- 15. ELECTRIC WATER HEATER STANDARD
- 16. HIGH EFFICIENCY CENTRAL A.C. AND HEATING WITH HEAT PUMP STANDARD
- 17. INSULATED AIR SEALED DOORS (EXTERIOR) STANDARD
- 18. ATTIC RIDGE VENTILATION STANDARD
- 19. LIGHTED WALK-IN CLOSETS (MASTER & GUEST BEDROOM) STANDARD
- 20. MARBLE SILLS THROUGHOUT STANDARD
- 21. (1) TELEPHONE AND (1) TV OUTLETS PREWIRED STANDARD
- 22. WALL TO WALL CARPET W/ UPGRADED PADDING STANDARD
- 23. MIRRORED BI-FOLD CLOSET DOORS - BEDROOMS STANDARD
- 24. CUSTOM CERAMIC TILED FOYER AREA STANDARD
- 25. PAINTED COLONIAL BASE AND CASING TRIM STANDARD
- 26. CEILING FAN IN LIVING ROOM & MASTER BEDROOM STANDARD
- 27. WASHER AND DRYER STANDARD
- 28. R-10 INSULATION IN NON-CATHEDRAL CEILINGS STANDARD
- 29. _____
- 30. _____
- 31. _____
- 32. _____

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TOTAL OPTIONS: \$ _____
TOTAL PURCHASE PRICE: \$ _____

B. ESTIMATED RETAIL ALLOWANCES (ERA) are to be considered as estimates only on the cost to the PURCHASER for any non-standard option including options involving tile. Upon completion of the unit and prior to closing, the actual retail cost will be determined and SELLER and PURCHASER agree that if actual costs are less than the allowance amount, a credit is due the PURCHASER and, conversely, when actual retail costs are in excess of the allowance amount, a credit is due the SELLER. In either case, all adjustments are made at closing.

C. CHANGE ORDERS: There will be a \$100 administrative processing fee for any change requested by PURCHASER plus the actual cost of the change itself. All changes are subject to the approval of SELLER and are not to be considered accepted unless a fully executed copy of the change order is received by PURCHASER. If the change is requested within seven (7) days of contract date and construction on the unit has not commenced, the cost of the changes may be included in PURCHASER'S mortgage financing. If not, all change order charges must be paid in full upon signing of change order by PURCHASER. All processing fees are non-refundable.

D. VERBAL PROMISES: PURCHASER agrees that all verbal promises have been listed on this agreement.

16. The Continental 10/48 Covenant is the limited-warranty program offered by SELLER. It is a comprehensive package of protection against defective materials and workmanship during the time periods that defects are not likely to show up for the various components of PURCHASER'S new unit. A copy of the complete Continental 10/48 Covenant is included in the Homeowner's Manual. There will be many materials, systems and appliances in PURCHASER'S unit that are protected directly by their manufacturer's own limited warranties and not by SELLER. SELLER hereby warrants that all materials and workmanship within the unit will be guaranteed against structural and mechanical defects as set forth in the Homeowner's Manual. This warranty is conditional upon routine maintenance being performed and does not cover cosmetic corrections. Cosmetic items are those that are of an appearance nature and not structural or mechanical. Mechanical items are plumbing, electrical, air conditioning, doors and cabinets. This warranty is for workmanship and materials equal to the models constructed by SELLER. PURCHASER agrees to give access to his unit to any workers who are sent to repair items requested by PURCHASER. If PURCHASER is home and refuses access to unit, PURCHASER agrees to pay \$50.00 service charge before any workman will return. Access must be provided during normal working hours. If PURCHASER does not give SELLER adequate access to the unit in order to fix the item within thirty (30) days after SELLER contacts PURCHASER for access, the warranty item will become the responsibility of PURCHASER. SELLER will furnish a list of key subcontractors but it is recommended that the PURCHASER call direct for repairs only in emergency or clearly identifiable situations. If PURCHASER calls a subcontractor to repair an item, and it proves not to be a responsibility of SELLER as covered by this warranty, then the PURCHASER will be responsible for the repair cost. In the event that PURCHASER fails to pay the subcontractor's bill on any item that PURCHASER requested a subcontractor to correct, and such an item is not covered by this warranty, it is agreed that the warranty will be in suspension and that if the warranty period expires while it is in suspension, then all items covered during the warranty period will be canceled. The Homeowner's Manual outlines and defines the obligations of SELLER regarding warranty; however, this clause takes precedence over the Homeowner's Manual. The Homeowner's Manual is available for the PURCHASER'S review prior to the signing of the contract. Consumer products, such as appliances, fireplaces, hot water heaters, air conditioners and other similar products, have express and implied warranties given by the manufacturer which will be passed through to the PURCHASER. EXPRESS WARRANTY - Items that are expressly warranted as stated above are any structural, plumbing, air conditioning, electrical defects in labor or materials within the unit. IMPLIED WARRANTY - PURCHASER has read the above Express Warranty and hereby releases and holds harmless Complete Interiors, Inc., from any other warranties. This paragraph shall survive the closing.

17. R - RATING DISCLOSURE (a) Non-cathedral or vaulted ceiling in the air conditioned area of the unit will be insulated to a thickness of 11 inches, which thickness according to the manufacturer, will result in a R value of 30; (b) Outside block walls, if any, in the air conditioned areas of the unit will be insulated with 3/4 fiberglass between 3/4 inch pressure treated furring strips, which thickness will, according to the manufacturer, yield an R value of 3.5; (c) Frame walls between air conditioned and non air conditioned areas, will be insulated with 3-1.2 inch thick fiberglass batts which thickness will, according to the manufacturer, yield a R value of 11; (d) Vaulted and/or cathedral ceilings will be insulated with fiberglass batts 3 inch thick, which thickness will, according to the manufacturer, yield an R value of 19.

18. This Agreement constitutes the sole and entire agreement between the parties and no modification, written or verbal, shall be binding upon either party unless in writing signed by both parties and attached hereto. PURCHASER acknowledges and agrees that this Agreement is non-assignable without SELLER'S consent and non-cancellable, except for those stated contingencies expressly provided for in this Agreement.

19. PURCHASER agrees not to hinder the job in any way and PURCHASER agrees not to delay any inspection and agrees to pay \$50.00 per day construction bonus for any delays caused by interfering with normal governmental inspection procedures, building inspection procedures, or lending institution inspection procedures.

20. Time is also of essence in this Agreement. The provisions of this Agreement shall survive the closing.

21. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Osceola County Public Health Department.

22. RECEIPT OF DOCUMENTS: SELLER has delivered to PURCHASER a complete set of condominium documents and PURCHASER, by the execution of this Purchase Agreement, hereby acknowledges receipt of same. Documents are hereby submitted to PURCHASER under a separately executed instrument entitled "Receipt for Condominium Documents". PURCHASER further acknowledges by execution hereof that it has had the opportunity to review the Plans and Specifications available at the SELLER'S office. The SELLER reserves the right to modify or change, under the Condominium Act, any of the condominium documents providing such changes do not increase or decrease PURCHASER'S share in the common elements, or change his voting rights.

23. SELLER to provide the following community amenities for Royal Palm Bay: lighted tennis court; heated pool with deck, chairs, and tables; heated spa; clubhouse including exercise room, sauna, reception room with fireplace, lounge area with bar and food preparation equipment, billiard room and barbecue grills. Use of these amenities is included in the Condominium Association Dues outlined in paragraph 26 below.

24. Parties agree that if any clause in this agreement is held invalid, that invalidity shall not affect other provisions or applications of this agreement.

25. Addenda (A) and (B) are hereby attached and made a part of this Agreement (circle if applicable).

26. The Condominium Association shall make assessments for common expenses, so that for the period beginning with the date of the closing, the assessments against the unit for common expenses shall be at the rate of \$ 27.00 per month. SELLER shall be excused from the payment of its share of the common expenses in respect to the unit offered for sale and owned by SELLER. However, SELLER (Developer) shall pay the portion of the common expenses incurred during the period which exceed the amount assessed against other unit owners, herein called the "Deficiency". The period of time that the Developer shall be responsible for the "Deficiency" is defined in section (4.3) of the Declaration of Condominium. This Agreement is subject to the provisions of the Declaration of Condominium and any and all Exhibits and Amendments thereto.

27. **ELECTION TO CANCEL THIS PURCHASE AGREEMENT: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER, ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

28. PURCHASER acknowledges that _____ procured the sale of the real property specified herein and said real estate agent is employed by the SELLER of said property and will be paid by SELLER upon completion of the sale. If an outside broker participated in the sale of the real property specified herein, PURCHASER acknowledges said broker is also employed by SELLER of said property and will be paid by SELLER upon completion of the sale. Real Estate Agency participating in this sale on behalf of SELLER was _____. PURCHASER shall indemnify and hold SELLER harmless from any claim by a broker or real estate agent employed by PURCHASER in this Agreement or in negotiations relating to this Agreement.

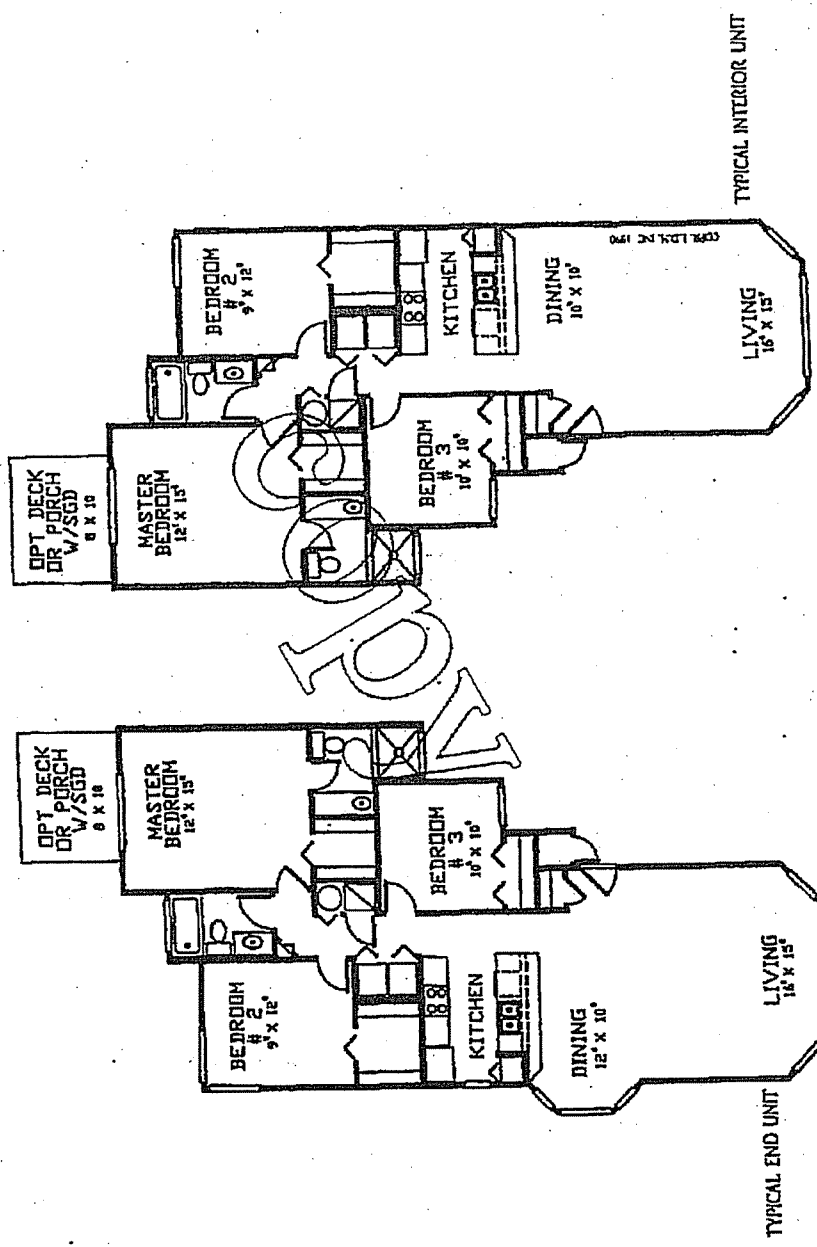
29. OTHER CONDITIONS _____

30. PURCHASER shall not rely on any terms or provisions not in writing as they are not to be considered part of this AGREEMENT. The following verbal promises have been made to the PURCHASER. Any not listed below shall not be a part of this AGREEMENT.

31. Purchaser has received a Continental Homes homeowner's manual.

32. ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

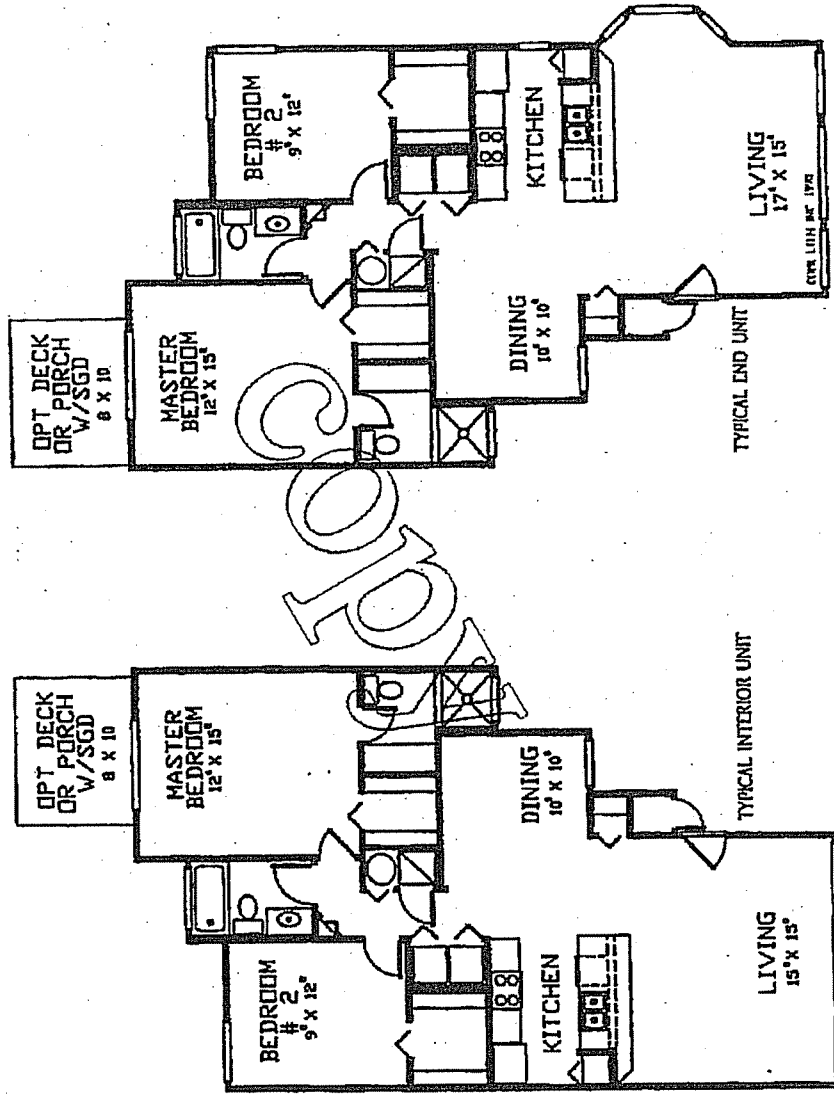
X _____	DATE _____
PURCHASER	
X _____	DATE _____
PURCHASER	
X _____	DATE _____
SALES CONSULTANT, CONTINENTAL HOMES	
X _____	DATE _____
SALES MANAGER, CONTINENTAL HOMES (FL CONTRACTOR'S LICENSE #CGCA 01647)	



**ROYAL PALM BAY
CONDOMINIUMS
3 Bedroom**

All dimensions are approximate and may vary with actual construction. Because we are always improving our homes, we reserve the right to change features, options and architectural details without prior notice.

EXHIBIT
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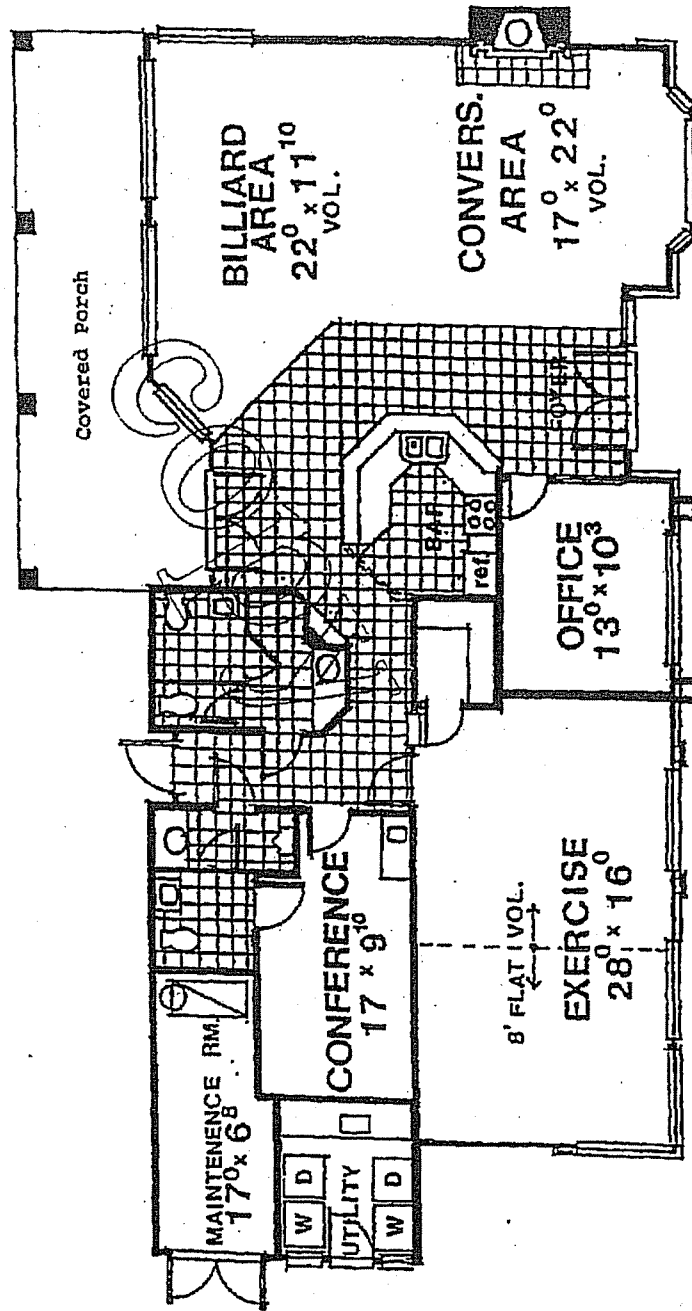


**ROYAL PALM BAY
CONDOMINIUMS
2 Bedroom**

All dimensions are approximate and may vary with actual construction. Because we are always improving our homes, we reserve the right to change features, options and architectural details without prior notice.

Building Size;
Appx 2,300 sq. ft.

Covered Porch;
Appx 300 sq. ft.



ROYAL PALM BAY RECREATION CENTER

All dimensions are approximate and may vary with actual construction. Because we are always improving our homes, we reserve the right to change features, options and architectural details without prior notice.

08/25/92

ROYAL PALM BAY

Proposed Construction

DESCRIPTION OF MATERIALS

Under Construction

Property address Poinciana Blvd. City Kissimmee State FL

Mortgagor or Sponsor _____ (Name) _____ (Address)

Contractor or Builder Complete Interiors, Inc. 435 Douglas Ave., Altamonte Springs, FL
(Name) (Address) 32714

INSTRUCTIONS

1. For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the HUD Application for Mortgage Insurance, VA Request for Determination of Reasonable Value, or FHA Property Information and Appraisal Report, as the case may be.
 2. Describe all materials and equipment to be used, whether or not shown on the drawing, by marking an X in each appropriate check-box and entering the information called for each space. If space is inadequate, enter "See note."
 3. Work not specifically described or shown will not be considered unless

required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
 4. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
 5. Include signatures required at the end of this form.
 6. The construction shall be in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable Minimum Property Standards.

1. EXCAVATION:

Bearing soil, type sand

2. FOUNDATIONS:

Footings: concrete mix monolithic; strength psi 2,500 Reinforcing 2 #5 rebar
 Foundation wall: material _____ Reinforcing _____
 Interior foundation wall: material concrete Party foundation wall none
 Columns: material and sizes _____ Piers: material and reinforcing _____
 Girders: material and sizes _____ Sills: material _____
 Basement entrance airway _____ Window airways _____
 Waterproofing 6 mil visqueen Footing drains _____
 Termite protection soil protected by bonded exterminating company
 Basementless space: ground cover _____; insulation _____; foundation vents _____
 Special foundations _____
 Additional information: _____

3. CHIMNEYS:

Material prefabricated (make and size)
 Flue lining, material _____ Heater flue size _____ Fireplace flue size _____
 Vents (material and size): gas or oil heater _____; water heater _____
 Additional information: _____

4. FIREPLACES:

Type: solid fuel; gas-burning; circulator (make and size) _____ Ash dump and clean-out _____
 Fireplace: facing _____; lining _____; hearth _____; mantel _____
 Additional information: _____

5. EXTERIOR WALLS:

Wood frame: wood grade, and species 2 x 4 utility grade Corner bracing. Building paper or felt _____
 Sheathing _____; thickness _____; width _____; solid; spaced _____" o. c.; diagonal; _____
 Siding hard board; grade _____; type lap; size 1" x 8"; exposure 7"; fastening galv. nails
 Shingles _____; grade _____; type _____; size _____; exposure _____; fastening _____
 Stucco _____; thickness _____; Lath _____; weight _____ lb.
 Masonry veneer _____ Sills _____ Lintels _____ Base flashing _____
 Masonry: solid faced stuccoed; total wall thickness _____; facing thickness _____; facing material _____
 Backup material _____; thickness _____; bonding _____
 Door sills _____ Window sills _____ Lintels _____ Base flashing _____
 Interior surfaces: dampproofing _____ coats of _____; furring _____
 Additional information: _____
 Exterior painting: material latex; number of coats _____
 Gable wall construction: same as main walls; other construction _____

6. FLOOR FRAMING:

Joists: wood, grade, and species #2 SY pine; other soundproofing; bridging per codes; anchors _____
 Concrete slab: basement floor; first floor; ground supported; self-supporting; mix 2,500 psi; thickness 3 1/2"; reinforcing _____; insulation _____; membrane _____
 Fill under slab: material lean compacted fill; thickness 3". Additional information: _____

7. SUBFLOORING: (Describe underflooring for special floors under item 21.)

Material: grade and species _____; size 4 x 8; type plywood
 Laid: first floor; second floor; attic _____ sq. ft.; diagonal; right angles. Additional information: _____
7/16 CDX 4 ply plywood under 3/4 gyproce

8. FINISH FLOORING: (Wood only. Describe other finish flooring under item 21.)

LOCATION	ROOMS	GRADE	SPECIES	THICKNESS	WIDTH	BLOC. PAPER	FINISH
First floor							
Second floor							
Attic floor		sq. ft.					

Additional information: _____

- 9. PARTITION FRAMING:**
 Studs: wood, grade, and species utility grade or per code; size and spacing 2 x 4 24" O.C. Other _____
 Additional information: 16" O.C. load bearing walls
- 10. CEILING FRAMING:**
 Joists: wood, grade, and species #2 SY Pine Other _____ Bridging _____
 Additional information: _____
- 11. ROOF FRAMING:**
 Rafters: wood, grade, and species #2 SY Pine Roof trusses (see detail): grade and species _____
 Additional information: Per truss engineering
- 12. ROOFING:**
 Sheathing: wood, grade, and species 7/16 OSB solid; spaced _____" o.c.
 Roofing: shingle; grade fiberglass; size 12 x 36 type 240 lbs.
 Underlay: 1-15 lb. felt; weight or thickness 15; size 36"; fastening: RN or staples
 Built-up roofing: _____; number of plies _____; surfacing material _____
 Flashing: material Galvanized; gage or weight 26; gravel stops; snow guards
 Additional information: _____
- 13. GUTTERS AND DOWNSPOUTS:**
 Gutters: material seamless aluminum; gage or weight .0275; size _____; shape _____
 Downspouts: material seamless aluminum; gage or weight .0275; size _____; shape _____; number _____
 Downspouts connected to: Storm sewer; sanitary sewer; dry-well. Splash blocks: material and size _____
 Additional information: _____
- 14. LATH AND PLASTER**
 Lath walls, ceilings: material _____; weight or thickness _____ Plaster: coats _____; finish _____
 Dry-wall walls, ceilings: material gypsumboard; thickness _____; finish _____
 Joint treatment: taped, mudded, and sanded (5/8" type X on firewall, each side)
- 15. DECORATING: (Paint, wallpaper, etc.)**

Room	Wall Finish Material and Application	Ceiling Finish Material and Application
Kitchen	2 coats enamel	same
Bath	2 coats enamel	same
Other	2 coats latex	acoustic spray

- Additional information: _____
- 16. INTERIOR DOORS AND TRIM:**
 Doors: type flush hollow core prehung; material luan; thickness 1 3/8"
 Door trim: type colonial; material pine Base: type colonial; material pine; size 7/16"
 Finish: doors polyurethane or paint; trim enamel paint or stain and poly
 Other trim (sills, type and location) _____
 Additional information: _____
- 17. WINDOWS:**
 Windows: type SH; make Hayfair or equal; material aluminum; sash thickness .062
 Glass: grade SS; sash weights; balancers: type spiral; lead flashing .062
 Trim: type continuous; material polypropylene Paint _____; number coats _____
 Weatherstripping: type continuous; material polypropylene Storm sash, number _____
 Screens: full; half; type fiberglass; number sash; screen cloth material fiberglass
 Basement windows: type _____; material _____; screens, number _____; Storm sash, number _____
 Special windows _____
 Additional information: painted window frames/marble window sills

- 18. ENTRANCES AND EXTERIOR DETAIL:**
 Main entrance door: material _____; width 3'0"; thickness 1 3/4" Frame: material pine; thickness 4"
 Other entrance doors: material _____; width _____; thickness _____ Frame: material _____; thickness _____
 Head flashing _____ Weatherstripping: type vinyl; saddles aluminum
 Screen doors: thickness _____; number _____; screen cloth material _____ Storm doors: thickness _____; number _____
 Combination storm and screen doors: thickness _____; number _____; screen cloth material _____
 Shutters: hinged; fixed. Railings pine (where applicable); Arch louvers _____
 Exterior millwork: grade and species PT #2 pine Paint latex; number coats _____
 Additional information: insulated steel front door

- 19. CABINETS AND INTERIOR DETAIL:**
 Kitchen cabinets, wall units: material laminare; lineal feet of shelves _____; shelf width 12"
 Base units: material laminare; counter top laminare; edging laminare
 Back and end splash laminare Finish of cabinets laminare; number coats _____
 Medicine cabinets: make Zenith or equal; model #310 or equal
 Other cabinets and built-in furniture vanities laminare
 Additional information: _____

20. STAIRS: (for two story units)

Stair	Treads		Risers		Stringers		Handrails		Balustrade	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement										
Main	PT pine	1 1/2"	none	none	pine	4 x 12	pine	PT 2x6	pine	PT 2x2
Attic										

Disappearing mark and model number _____
 Additional information _____

21. SPECIAL FLOORS AND WAINSCOT: (Describe Carpet as listed in Certified Products Directory)

FLOOR	LOCATION	MATERIAL, COLOR, BORDER, SIZE, GAGE, ETC.	THRESHOLD MATERIAL	WALL BASE MATERIAL	UNDERFLOOR MATERIAL
	Kitchen		sheet vinyl	aluminum	wood
Bath		sheet vinyl	aluminum	wood	concrete
		FHA approved carpeting	aluminum	wood	concrete
		first floor concrete/2nd floor gypcrete			

WAINSCOT	LOCATION	MATERIAL, COLOR, BORDER, C/P, SIZE, GAGE, ETC.	HEIGHT	HEIGHT OVER TUB	HEIGHT BY SHOWERS (FLOW FLOOR)
	Bath		around tubs ceramic tile	6'	4'8"

Bathroom accessories: Recessed; material ceramic; number _____; Attached; material _____; number _____
 Additional information: _____

22. PLUMBING:

FEATURE	NUMBER	LOCATION	MAKE	MANUFACTURER IDENTIFICATION No.	SIZE	COLOR
Sink	1	kitchen	Briggs or equal		33 x 32	SS
Lavatory	2	bath	Briggs or equal		19"	white
Water closet	2	bath	Universal Rundle or Equal		1.5 gal.	white
Bath tub	1	bath	Briggs or equal		5'	white
Shower over tub	1	bath				
Stall shower	1	master bath				
Laundry trays						
			Recessed laundry connections			
			Ice maker line to refrigerator			

Curtain rod Door Shower pan; material Concrete or vinyl
 Water supply: public; community system; individual (private) system.*
 Sewage disposal: public; community system; individual (private) system.*
 *Slope and struts individual systems in complete detail in separate drawings and specifications according to requirements.
 House drain (inside): cast iron; tile; other polybutylene House sewer (outside): cast iron; tile; other PVC
 Water piping: galvanized steel; copper tubing; other polybutylene Sill cocks, number 1
 Domestic water heater: type electric; make and model RUUD PE-40-2 or; heating capacity _____
 gph. hot rise. Storage tank: material glass lined equal _____; capacity 40 gallons.
 Gas service: utility company; liq. pet. gas; other _____ Gas piping: cooking; house heating.
 Footing drains connected to: storm sewer; sanitary sewer; dry well. Sump pump; make and model _____
 _____; capacity _____; discharges into _____

23. HEATING:

Hot water. Steam. Vapor. One-pipe system. Two-pipe system.
 Radiators. Convectors. Baseboard radiation. Make and model _____
 Radiant panel: floor; wall; ceiling. Panel unit material _____
 Circulator. Return pump. Make and model _____; capacity _____ gpm.
 Boiler: make and model _____ Output _____ Btuh; net rating _____ Btuh.
 Additional information: _____
 Warm air: Gravity. Forced. Type of system Electric heat pump
 Duct material: supply fiberglass; return fiberglass insulation flexible duct _____; thickness _____ Outside air intake.
 Furnace: make and model Rheem or Carrier Input _____ Btuh; output 29,000 Btuh.
 Additional information: _____
 Space heater; floor furnace; wall heater. Input _____ Btuh; output _____ Btuh; number units _____
 Make, model _____ Additional information: _____
 Controls: make and type Rheem or Carrier
 Additional information: _____
 Fuel: Coal; oil; gas; liq. pet. gas; electric; other _____; storage capacity _____
 Additional information: _____
 Firing equipment furnished separately: Gas burner, conversion type. Stoker: hopper feed bin feed
 Oil burner: pressure atomizing; vaporizing _____
 Make and model _____ Control _____
 Additional information: _____
 Electric heating system: type forced air Input 7,500 watts @ 220 volts; output 12,750 Btuh.
 Additional information: heat pump
 Ventilating equipment: attic fan, make and model _____; capacity 1 cfm.
 Kitchen exhaust fan, make and model _____
 Other heating, ventilating, or cooling equipment Rheem or Carrier electric cooling system

24. ELECTRIC WIRING:

Service: overhead; underground. Panel: fuse box; circuit-breaker; make G.F. AMP's 150 No. circuits 12
 Wiring: conduit; armored cable; nonmetallic cable; knob and tube; other _____
 Special outlets: range; water heater; other Dryer
 Door-bell. Chimes. Push-button locations front door Additional information: TV, telephone outlets

25. LIGHTING FIXTURES:

Total number of fixtures 16 Total allowance for fixtures, typical installation, \$ _____
 Nontypical installation _____
 Additional information: _____

DESCRIPTION OF MATERIALS

26. INSULATION:

LOCATION	THICKNESS	MATERIAL, TYPE, AND METHOD OF INSTALLATION	VARIOUS BRANDS
Roof	8 3/4"	blown R-19 or R-30 as applicable	
Ceiling		R-19 batts in cathedral areas	
Wall	3 1/2"	fiberglass R-11 batts in exterior walls	felt
Floor			

27. MISCELLANEOUS: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

SMOKE DETECTORS

54S SPRUCE FACIA SOFFIT

RIDGE AND OFF RIDGE VENTING AND EXTERIOR SOFFIT VENTS

THREE SHELVES IN WALK-IN CLOSETS

WOOD BIFOLDS

VINYL CLAD METAL OR SUPER SHELVING

MIRROR BIFOLDS IN BEDROOMS ONLY

HARDWARE: (make, material, and finish.) KWIKSET LIDO BRIGHT BRASS LEVER OR EQUAL

SPECIAL EQUIPMENT: (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattels prohibited by law from becoming realty.)

WHIRLPOOL RANGE RE310PXX OR EQUAL

WHIRLPOOL DISHWASHER DUB990 OR EQUAL

MICROWAVE REFRIDGERATOR, WASHER/DRYER

DISPOSAL - WHIRLWAY OR EQUAL

PORCHES:

TERRACES:

CONCRETE PATIO, OR PRESSURE TREATED WOOD DECKS

GARAGES:

WALKS AND DRIVEWAYS:

Driveway: width _____; base material lime rock; thickness 3/4"; surfacing material asphalt; thickness 3/4"
Front walk: width 3'; material concrete; thickness 3/4"; Service walk: width 3'; material concrete; thickness 3/4"
Steps: material _____; treads _____; risers _____; Chalk walls _____

OTHER ONSITE IMPROVEMENTS:

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fences, railings, and accessory structures.)

LANDSCAPING, PLANTING, AND FINISH GRADING:

Topsoil 6" thick: [X] front yard; [X] side yards; [] rear yard to shrub beds only behind main building.

Lawns (seeded, sodded, or sprigged): [] front yard sodded; [X] side yards sodded; [] rear yard sodded

Planting: [] as specified and shown on drawings; [X] as follows:

- 2 Shade trees, deciduous, 1 1/2" caliper, 2' to 3'
- 1 Low flowering trees, deciduous, 1 1/2" to 2 1/2"
- 7 High-growing shrubs, deciduous, 6" to 1'
- 5 Medium-growing shrubs, deciduous, 1' to 2'
- 5 Low-growing shrubs, deciduous, 1' to 2'

- 5 Evergreen trees, 1' to 3', B & B.
- 5 Evergreen shrubs, 1' to 3', B & B.
- Vines, 2-year
- bahia sod
- all outside planting areas to be fully irrigated

PHASE DEVELOPMENT DESCRIPTION
ROYAL PALM BAY, A CONDOMINIUM

<u>Phase</u>	<u>Building</u>	<u>Unit #</u>	<u>Size</u>
1	K + Recreational Bldg.. Pool and Tennis Court	81 - 88	8 units
2	J	73 - 90	8 units
3	L	89 - 96	8 units
4	B	9 - 12	4 units
5	A	1 - 8	8 units
6	C	13 - 24	12 units
7	E	33 - 44	12 units
8	F	45 - 52	8 units
9	I	69 - 72	4 units
10	G	53 - 60	8 units
11	D	25 - 32	8 units
12	H	61 - 68	8 units
13	S	147 - 154	8 units
14	R	139 - 146	8 units
15	Q	137 - 138	2 units
16	P	129 - 136	8 units
17	O	121 - 128	8 units
18	N	109 - 120	12 units
19	M	97 - 108	12 units

Upon Completion of all phases of development, owners shall have a 1/154 undivided interest in the Ownership of common elements and common expenses.

RPBDEV.DES/PA/A:
11/19/92

EXHIBIT "N"

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items marked below as required by the Condominium Act, relating to Royal Palm Bay, a condominium, physically located on Poinciana Boulevard in Osceola County, Florida.

<u>Document</u>	<u>Received</u>
Prospectus	YES
Declaration of Condominium	YES
Articles of Incorporation	YES
By-Laws	YES
Estimated Operating Budget	YES
Form of Agreement for Sale or Lease	YES
Rules and Regulations	YES
Covenants and Restrictions	YES
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	N/A
Renewable Management Contracts	YES
Lease of Recreational and Other Facilities to be used exclusively by Unit Owners of subject Condominium	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	NO
Lease of Recreational and Other Facilities to be used by Unit Owners with other Condominiums	N/A
Description of Management for Single Mgmt of Multiple Condominiums	N/A
Conversion Inspection Report	N/A
Plot Plan	YES
Floor Plan	YES
Survey of Land and Graphic Description of Improvements	YES
Executed Escrow Agreement	YES
Plans and Specifications	YES

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERS WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER, ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Executed on this _____ day of _____, 19____

Purchaser _____ Purchaser _____
 A:\PA\RPB.RCD
 5\5\92

LEASE

THIS LEASE, made this _____ day of _____, 19____, by and between Royal Palm Bay Condominium Association, Inc., hereinafter called the Lessor, and Complete Interiors, Inc., hereinafter called the Lessee.

WITNESSETH, That in consideration of the covenants, and agreements and conditions herein contained on the part of the Lessee to be kept, done and performed, the said Lessor does hereby lease to the Lessee, use of the recreational facilities more specifically described as:

TO HAVE AND TO HOLD THE SAME for the full term of 3 years commencing on the date of the sale of the last unit and ending 3 years thereafter. The said Lessee yielding and paying to the Lessor therefor the rent of \$125.00 Dollars, per month. The rent will be increased by 5% per year.

AND THE SAID LESSEE further covenants and agrees not to use or permit to be used the premises leased for any illegal, immoral or improper purposes; not to make nor permit any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peace of any of the inhabitants of said building or its neighbors, or in any other way to annoy the tenants of other Units, may assign this lease or sublet any part of the premises here leased, to pay the cost or repairing all damage to the apartment occasioned by the Lessee.

AND THE LESSEE hereby covenants and agrees that if default is made in the payment of rent as above set forth or any part thereof, or if said Lessee shall violate any of the covenants, agreements and conditions of this lease, then the Lessee shall become a tenant at sufferance, hereby waiving all right of notice to vacate said premises, and the Lessor shall be entitled to reenter and take possession immediately of the demised premises, and the entire rent for the rental period next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise as provided by law; and will at the end of his term without demand quietly and peaceably deliver up the possession of said premises in as good condition as they now are (ordinary wear and tear and damage by fire or the elements only excepted). Lessee may terminate this lease by giving 30 days written notice and paying a \$125.00 termination fee.

And the Lessor, upon performance of said covenants, agreements and conditions by said Lessee hereby covenants that the said Lessee shall have the quiet and peaceable enjoyment of said premises.

*The terms Lessor/lessee as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs successor, personal representatives and/or assigns wherever the context so requires or admits.

Witness our hands and seals this _____ day of _____, 19____, Signed and sealed in the presence of _____

Royal Palm Bay Condominium Assoc., Inc

Agent for Lessor

Complete Interiors, Inc.

Lessee

SWEXB/PA/A:
5/5/92

MAINTENANCE ACCESS AND UTILITY EASEMENT

THIS INDENTURE made and entered into this 18th day of July, 1991, by COMPLETE INTERIORS, INC., a Florida corporation.

WHEREAS, COMPLETE INTERIORS, INC. caused a plat to be recorded in Plat Book 6, Page 177, of the Public Records of Osceola County, Florida, and

WHEREAS, COMPLETE INTERIORS, INC. desires to modify its dedication of the property described as a 15-foot maintenance, access easement to a 15-foot maintenance, access and utility easement.

WITNESSETH:

THAT in consideration of the benefits that may be derived herein, plus other good and valuable considerations, COMPLETE INTERIORS, INC. does give, grant and dedicate a perpetual, non-exclusive easement for the purposes hereinafter set forth, under, over and across the following-described property located in Osceola County, Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A."

SUBJECT TO the following terms, provisions and conditions:

1. COMPLETE INTERIORS, INC., does hereby give, grant and dedicate a non-exclusive, perpetual easement on, across, over and under the Easement Area for ingress, egress, maintenance, access and utilities purposes.

IN WITNESS WHEREOF, COMPLETE INTERIORS, INC. has hereunto set its hand and seal on the date first above written.

Signed, sealed and delivered in the presence of:

COMPLETE INTERIORS, INC.

[Handwritten signature]

[Handwritten signature]

By *[Handwritten signature]*
Linda C. Clark, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Linda C. Clark, as President of Complete Interiors, Inc., to me known to be the person described in and who executed the foregoing, and she acknowledged before me that she executed the same.

WITNESS my hand and seal in the county and state last aforesaid this 18th day of July, 1991.

[Handwritten signature]
Notary Public

My commission expires: _____

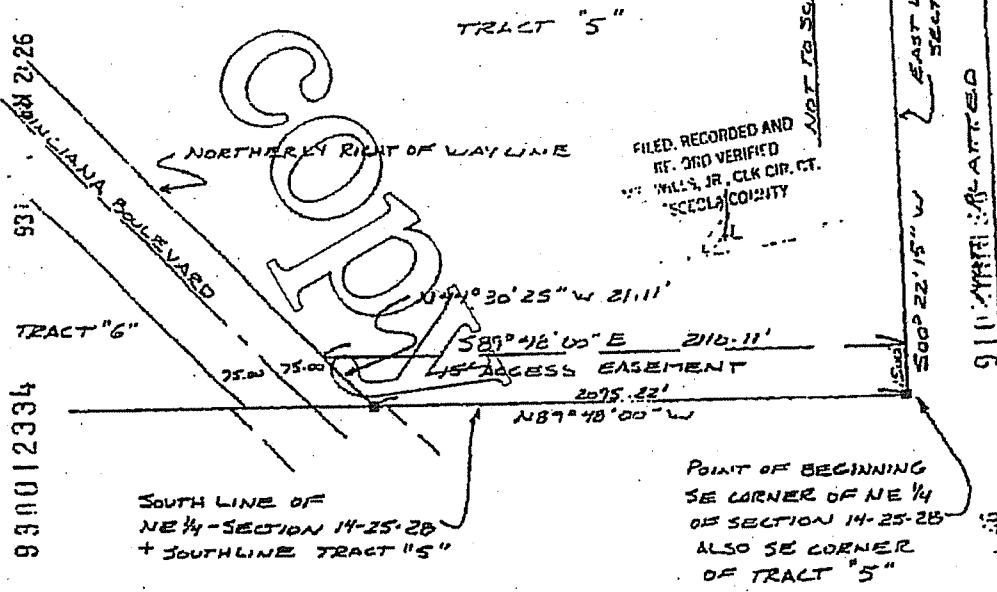
(Recorded at OR 1025, PG 1123
on July 30, 1991)

Prepared by and return to:
Mark T. Blake, LL.M., P.A.
435 Douglas Avenue, Suite 1505
Altamonte Springs, FL 32714
(407) 862-7437

LAND DESCRIPTION:

A portion of Tract "5", Records Plat of Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 6, Pages 177 & 178, Public Records of Osceola County, Florida, described as follows: Begin at the Southeast corner of the Northeast 1/4 of Section 14, Township 25 South, Range 28 East, said point also being the Southeast corner of said Tract "5"; thence N 89°48'00" W, along the South line of said Northeast 1/4 of said Section 14, also being the South line of said Tract "5", a distance of 2095.22 feet to a point on the Northerly right of way line of Poinciana Boulevard per said Records plat of Hamilton's Reserve; thence N 44°30'25" W, along said Northerly right of way line, 21.11 feet; thence S 89°48'00" E, 2110.11 feet to a point on the East line of said Section 14; thence S 00°22'15" W, along said East line, 15.00 feet to the Point of Beginning. Containing 0.724 acres, more or less.

(Recorded at OR 1025, PG 1124 on July 30, 1991)



Bearings are based on the South line of Tract "5" as being N 89°48'00" W. Not valid unless sealed with an embossed surveyors seal.

CERTIFICATE:

I hereby certify that the attached sketch and land description are true and correct and meet the minimum technical standards pursuant to Chapter 21 HH-6, Florida Statutes.

Michael E. Petulla
Michael E. Petulla, P.L.S.
Florida Registration #4372

7-26-91

FILED, RECORDED AND
RECORD VERIFIED
MEL WILLS, JR., CLERK OF CT.
OSCEOLA COUNTY

PROFESSIONAL LAND SURVEYING SERVICES, INC.
322 S GRANT STREET
LAKEWOOD, FLORIDA 32780
(407) 836-8224
MICHAEL E. PETULLA P.L.S.