

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

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 (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

RPB1AMEN  
06/07/93

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 ConstructionProperty 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 Mortgage 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 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 size \_\_\_\_\_

Girders: material and size \_\_\_\_\_

Basement entrance airway \_\_\_\_\_

Waterproofing 6 mil visqueenTermite protection soil protected by bonded exterminating company

Basementless space: ground cover \_\_\_\_\_; insulation \_\_\_\_\_; foundation vents \_\_\_\_\_

Special foundations \_\_\_\_\_

Additional information: \_\_\_\_\_

## 3. CHIMNEYS:

Material \_\_\_\_\_ Prefabricated (note 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 (note 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 \_\_\_\_\_Siding hard board; thickness \_\_\_\_\_; width \_\_\_\_\_ ☐ solid; ☐ spaced \_\_\_\_\_; n. c. ☐ diagonal;Shingles \_\_\_\_\_; grade \_\_\_\_\_; type lap size 14" x 9 1/2"; exposure 8"; fastening galv. nails

Stucco \_\_\_\_\_; thickness \_\_\_\_\_; lath \_\_\_\_\_; exposure \_\_\_\_\_; fastening \_\_\_\_\_

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 \_\_\_\_\_; n. c. ☐ diagonal; ☐ right angles. Additional information: \_\_\_\_\_7/16 OSB decking under 1 1/2" 2500# chert mix

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

LOCATION ROOMS GRADE SPECIES THICKNESS WIDTH SUGG. PAPER FINISH

First floor \_\_\_\_\_

Second floor \_\_\_\_\_

Attic floor \_\_\_\_\_

Additional information: \_\_\_\_\_

Previous Edition is Obsolete

DESCRIPTION OF MATERIALS  
HUD-92005(10-84) HUD HB 4145.1  
VA Form 26-1852 Form FmHA 424-2

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 stops; ☐ 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.)

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 poly  
Other trim (list, 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 central; 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 \_\_\_\_\_; screen, 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; caulk aluminum  
Screen doors: thickness \_\_\_\_\_; number \_\_\_\_\_; screen cloth material \_\_\_\_\_ Storm door: 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 laminate; linear feet of shelves \_\_\_\_\_; shelf width 12  
Base units: material laminate; counter top laminate; edging laminate  
Back and end splash laminate Finish of cabinets laminate; number coats \_\_\_\_\_  
Medicine cabinets: make Zenith or equal; model #310 or equal  
Other cabinets and built-in furniture various laminate  
Additional information: \_\_\_\_\_

20. STAIRS: (for two story units)

Stair	Treads		Risers		Stringers		Handrail		Balusters	
	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 WAINSCOT: (Describe Carpet as listed in Certified Products Directory)

FLOORS	LOCATION	MATERIAL, COLOR, BORDER, SIZE, GAGE, ETC.	THRESHOLD MATERIAL	WALL BASE MATERIAL	UNDERFLOOR MATERIAL
	Kitchen	sheet vinyl	aluminum	wood	concrete
WAINSCOT	Bath	sheet vinyl	aluminum	wood	concrete
		22 oz. carpeting	aluminum	wood	concrete
		first floor concrete/2nd floor gyprocrete or concrete			
WAINSCOT	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"	6'

Bathroom 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 (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 40 gallons.  
 Gas service: ☐ utility company; ☐ Eq. pet. gas; ☐ other \_\_\_\_\_ Gas piping: ☐ cooking; ☐ house heating.  
 Feeding 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.  
☐ Radiators. ☐ Convectors. ☐ 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. 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  
☐ Double-l. ☒ 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, \$ \_\_\_\_\_  
 Non-typical installation \_\_\_\_\_  
 Additional information: \_\_\_\_\_

## 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 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

## 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.) KNIKSET 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 REF310EXX OR EQUAL

WHIRLPOOL DISHWASHER DUB000 OR EQUAL

MICROWAVE REFRIGERATOR WASHER/DRYER

DISPOSAL - WHIRLAWAY OR EQUAL

## PORCHES:

## TERRACES:

CONCRETE PATIO, OR PRESSURE TREATED WOOD DECKS

## GARAGE:

## WALKS AND DRIVEWAYS:

soil cement or  
 Driveway: width \_\_\_\_\_; base material 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 normal grading, drainage structures, retaining walls, fences, railings, and security structures.)

## LANDSCAPING, PLANTING, AND FRESH GRADING:

Topsoil 6" thick; ☒ front yard 3 side yards; ☐ rear yard to shrub beds only  
 Lawns (mowed, sodded, or irrigated): ☒ front yard sodded \_\_\_\_\_; ☒ side yards sodded \_\_\_\_\_; ☒ rear yard sodded \_\_\_\_\_  
 Planting: ☐ as specified and shown on drawings; ☒ as follows:  

2 Shade trees, deciduous, <u>1 1/2"</u> caliper.	_____ Evergreen trees, _____ to _____, <u>3</u> & <u>5</u> .
1 Low flowering trees, deciduous, <u>2"</u> to <u>3"</u> .	_____ Evergreen shrubs, _____ to _____, <u>3</u> & <u>5</u> .
7 High-growing shrubs, deciduous, <u>1 1/2"</u> to <u>2 1/2"</u> .	_____ Vines, 2-year _____
5 Medium-growing shrubs, deciduous, <u>6"</u> to <u>1'</u> .	<u>bahia sod</u>
5 Low-growing shrubs, deciduous, <u>1"</u> to <u>2"</u> .	<u>all outside planting areas to be fully irrigated</u>

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 \_\_\_\_\_

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.

DOC/PA/A:  
12/23/92



(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.

DOC/PA/A:  
4/29/92



(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

DOC/PA/A:  
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.

DOC/PA/A:  
11/19/92

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.

(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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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, 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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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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(6.2) 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.

(6.3) 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.

DOC/PA/A:  
10/28/92

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 revive 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.



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.

DOC/PA/A:

(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.

DOC/PA/A:

(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.

DOC/PA/A:

(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.

DOC/PA/A:



(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:

DOC/PA/A:

(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 affected 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

DOC/PA/A:

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;

DOC/PA/A:  
8/21/92



(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.

DOC/PA/A:  
8/19/92

(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.

DOC/PA/A:

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 mortgagees 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.

DOC/PA/A:



RECEIVED  
FEB 14 1994

(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 2nd day of January, A.D., 1994.



OFFICIAL SEAL  
JANICE C. KOELBLE  
My Commission Expires  
July 18, 1996  
Comm. No. CC 252313

*Janice C. Koelble*  
Notary Public  
Janice C. Koelble (SEAL)  
My Commission Expires: July 18, 1996

DOC/PA/A:

1132

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

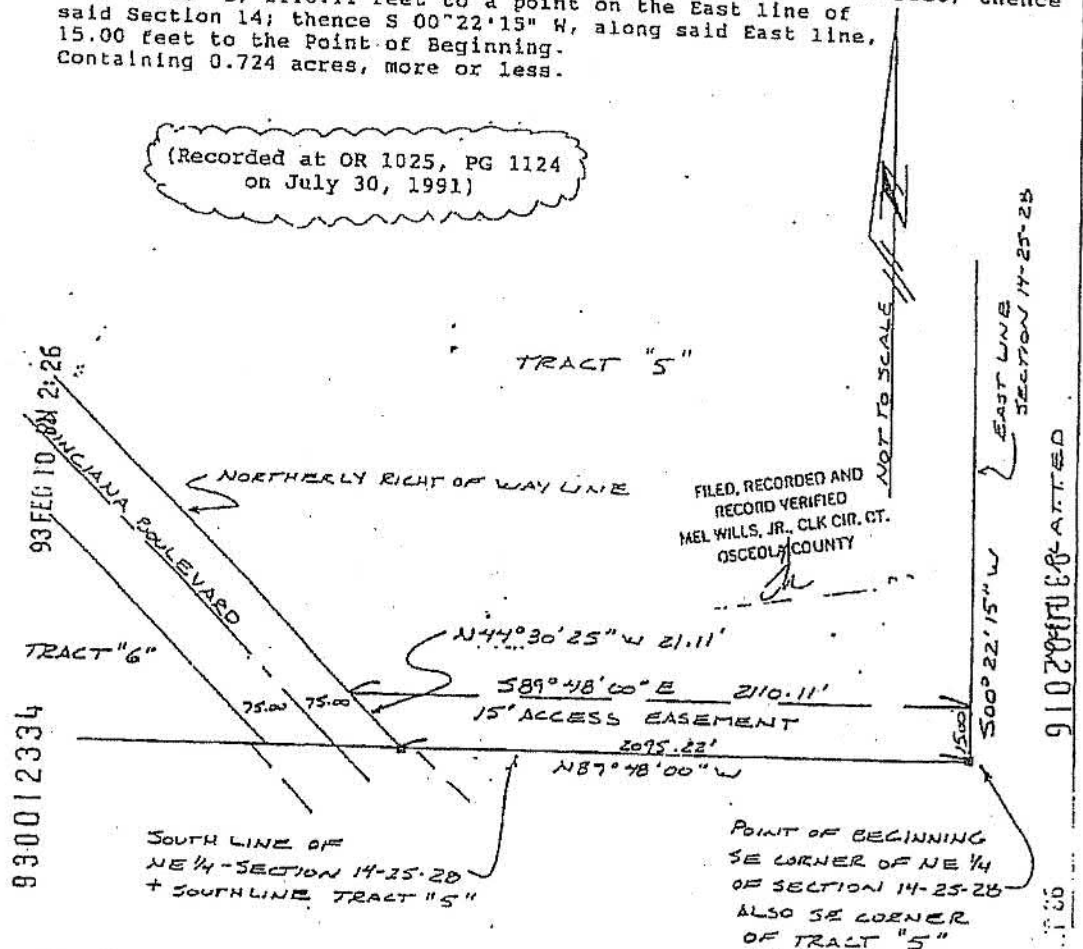
EXHIBIT

A

LAND DESCRIPTION:

A portion of Tract "5", Records Plat of Hamilton's Reserve, according to the plat thereof as recorded in Plat Book 5, 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 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

17-26-91

FILED, RECORDED AND  
RECORD VERIFIED  
MEL WILLS, JR., CLK CIR. CT.  
OSCEOLA COUNTY

PROFESSIONAL LAND SURVEYING SERVICES, INC.

142 S. GRANT STREET  
ORLANDO, FLORIDA 32706  
(407) 834-1424

HAEL E. PETULLA P.L.S.

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

Column: material and sizes \_\_\_\_\_

Piers: material and reinforcing \_\_\_\_\_

Circular: material and sizes \_\_\_\_\_

Sills: material \_\_\_\_\_

Basement entrance area: \_\_\_\_\_

Window arcways \_\_\_\_\_

Waterproofing 6 mil visqueen

Footings 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; ☐ circular (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 3"; fastening galv. nails

Shingles \_\_\_\_\_; grade \_\_\_\_\_; type \_\_\_\_\_; size \_\_\_\_\_; exposure \_\_\_\_\_; fastening \_\_\_\_\_

Succo \_\_\_\_\_; thickness \_\_\_\_\_; Lath \_\_\_\_\_; weight \_\_\_\_\_ lb.

Masonry veneer \_\_\_\_\_

Sills \_\_\_\_\_

Lintels \_\_\_\_\_

Base flashing \_\_\_\_\_

Masonry ☐ wind ☐ 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:

Joists: wood, grade, and species #2 SYP pine; other soundproofing; bridging per codes; anchors \_\_\_\_\_

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

Reinforcing \_\_\_\_\_; insulation \_\_\_\_\_; membrane \_\_\_\_\_

Fill under slabs: 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 plywood

Laid: ☐ first floor; ☐ second floor; ☐ attic \_\_\_\_\_ sq. ft.; ☐ diagonal; ☐ right angles. Additional information: \_\_\_\_\_

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

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

Loc. / Floor	Rooms	Grade	Species	Thickness	Width	Block, Pairs	Finish
--------------	-------	-------	---------	-----------	-------	--------------	--------

First floor							
Second floor							
Attic floor							

Additional information: \_\_\_\_\_

DESCRIPTION OF MATERIALS



## 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 (type, 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 \_\_\_\_\_; screen, 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 laminace; lineal feet of shelves \_\_\_\_\_; shelf width L2  
 Base units: material laminace; counter top laminace; edging laminace  
 Back and end splash laminace Finish of cabinets laminace; number coats \_\_\_\_\_  
 Medicine cabinets: make Zenith or equal; model #310 or equal  
 Other cabinets and built-in furniture vanities laminace  
 Additional information: \_\_\_\_\_

## 20. STAIRS: (for two story units)

Stair	Treads		Risers		Stringers		Handrails		Balusters	
	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: \_\_\_\_\_

	LOCATION	MATERIAL, COLOR, BORDER, SIZE, GAGE, ETC.	THRESHOLD MATERIAL	WALL BASE MATERIAL	UNDERFLOOR MATERIAL
FLOOR	Kitchen	sheet vinyl	aluminum	wood	concrete
	Bath	sheet vinyl	aluminum	wood	concrete
		FHA approved carpeting	aluminum	wood	concrete
		first floor concrete/2nd floor gypcrete			
	LOCATION	MATERIAL, COLOR, BORDER, C/P, SIZE, GAGE, ETC.	HEIGHT	HEIGHT OVER TUB	HEIGHT IN SHOWERS (FROM FLOOR)
WALLS	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	MFR'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
Bath tub	1	bath	Briggs or equal		5'	white
Shower over tub $\Delta$	1	bath				
Stall shower $\Delta$	1	master bath				
Laundry trays						
		Recessed laundry connections				
		Ice maker line to refrigerator				

$\Delta$  ☐ Curtain rod  $\Delta$  ☐ 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 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 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. ☐ oil; ☐ gas; ☐ liq. pet. gas; ☒ electric; ☐ other \_\_\_\_\_ storage capacity \_\_\_\_\_  
 Additional information: \_\_\_\_\_  
 Firing equipment furnished separately: ☐ Gas burner, convection 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. Panel: ☐ 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,  $\frac{1}{2}$  \_\_\_\_\_  
 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 chattels prohibited by law from becoming realty.)

WHIRLPOOL RANGE RE310PXX OR EQUAL

WHIRLPOOL DISHWASHER DU8000 OR EQUAL

MICROWAVE REFRIGERATOR, 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 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 ONSITE IMPROVEMENTS:

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railing, 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 soddedPlanting: ☐ 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 &amp; B:

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

Vines, 2-year \_\_\_\_\_

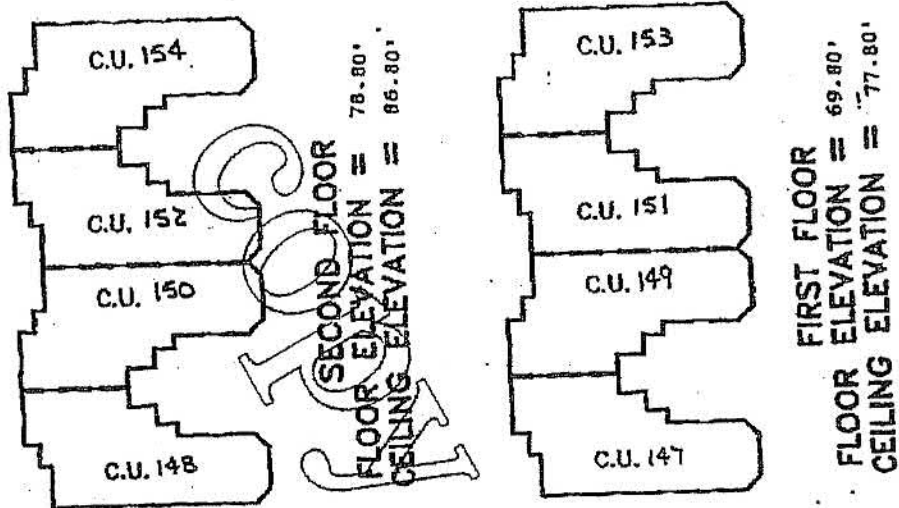
bahia sod

all outside planting areas to be fully irrigated

# ROYAL PALM BAY A CONDOMINIUM

BUILDING "S" DETAIL

BOOK 1104 PG 161



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.

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 BM-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 S. GRANT STREET  
LONGWOOD, FLORIDA 32750  
(407) 834-8424

MICHAEL E. PETULLA P.L.S.

SHEET 1 OF 5

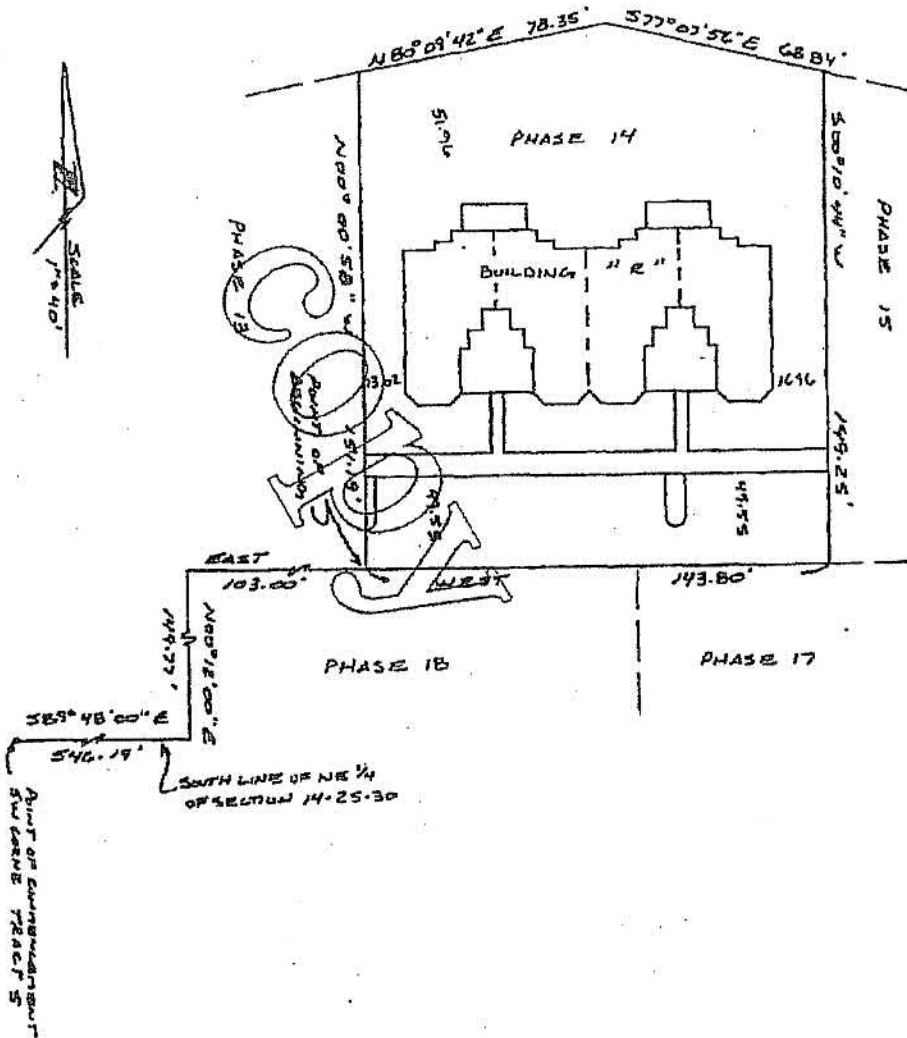


# ROYAL PALM BAY A CONDOMINIUM

PHASE 14 BUILDING "R"

TRACT "B-2"  
HAMILTON'S RESERVE  
(PLATBOOK 6, PAGE 177-178)

BOOK 1104 PAGE 163



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  $N 89^{\circ} 48' 00'' W$ .

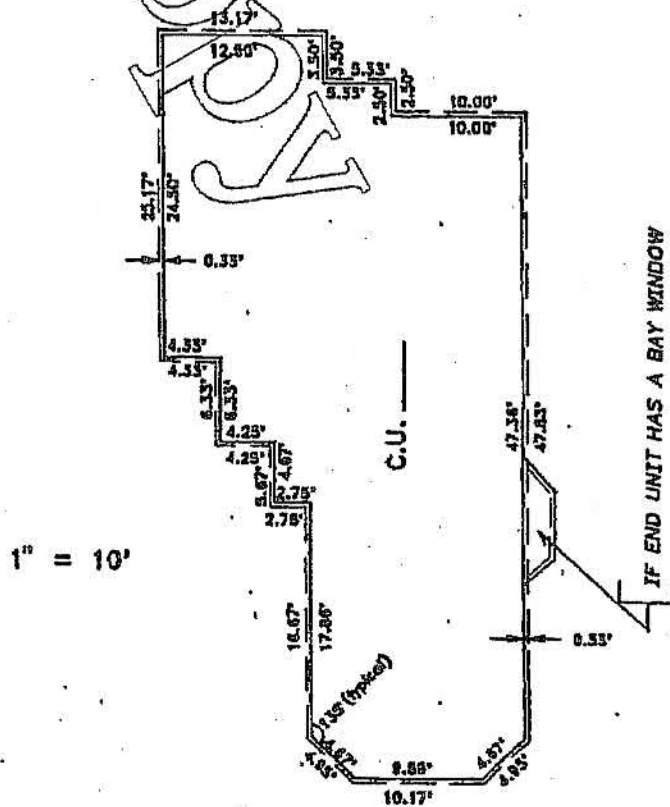
SHEET 2 OF 5

# 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 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 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'



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

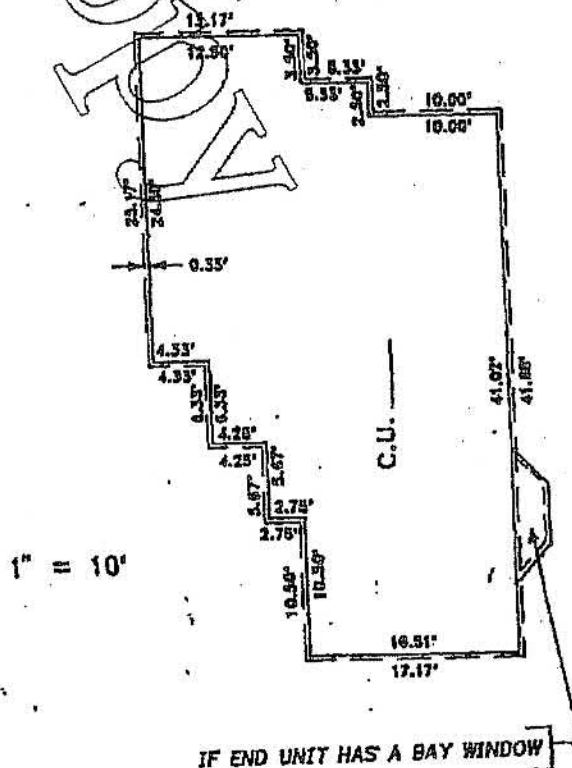
SHEET 3 OF 5

# 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 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.)

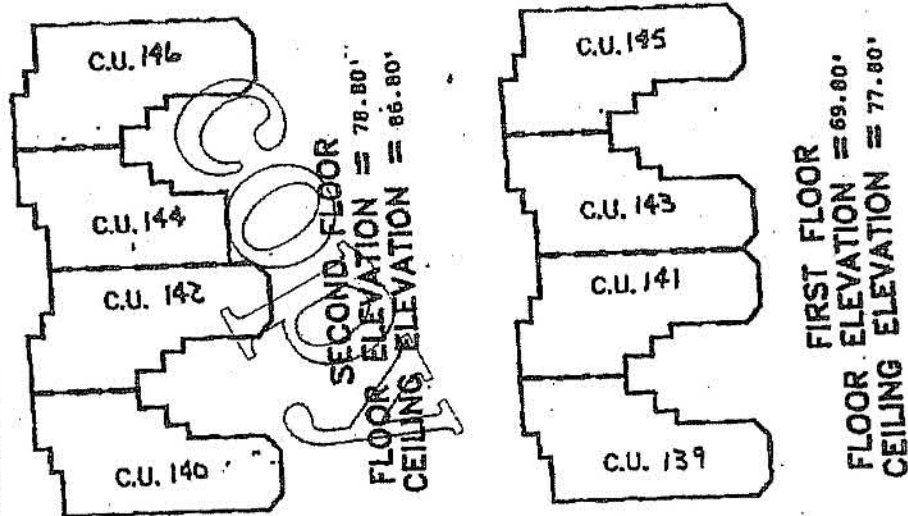
C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

# ROYAL PALM BAY A CONDOMINIUM

BUILDING "R" DETAIL

REK1109 PG1156



SCALE 1"=30'

SHEET 50FS

# ROYAL PALM BAY A CONDOMINIUM

## 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, 98.77 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.

### 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.

208 D GRANT STREET  
LONGWOOD, FLORIDA 32760  
(407) 834-2424

MICHAEL E. PETULLA P.L.S.

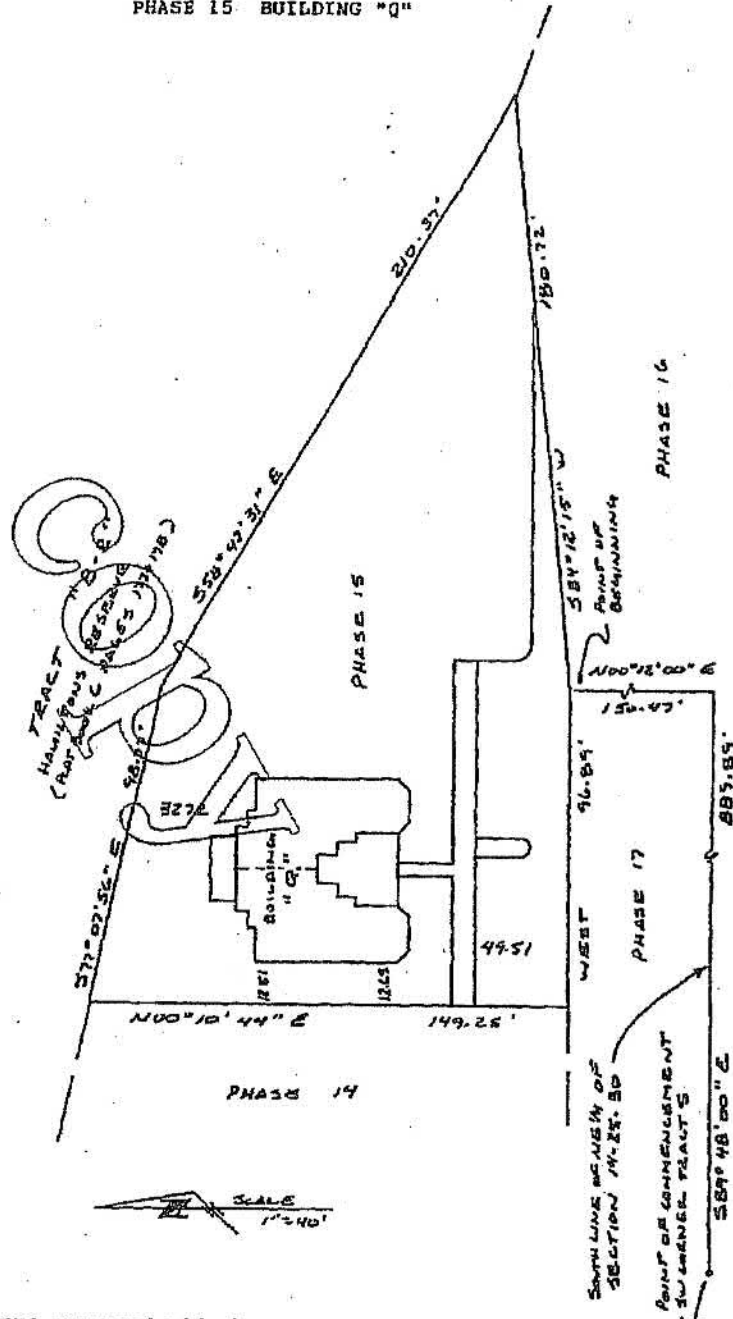
SHEET 1 OF 5



# ROYAL PALM BAY A CONDOMINIUM

PHASE 15 BUILDING "Q"

BOOK 1104 PG 168



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 208 S

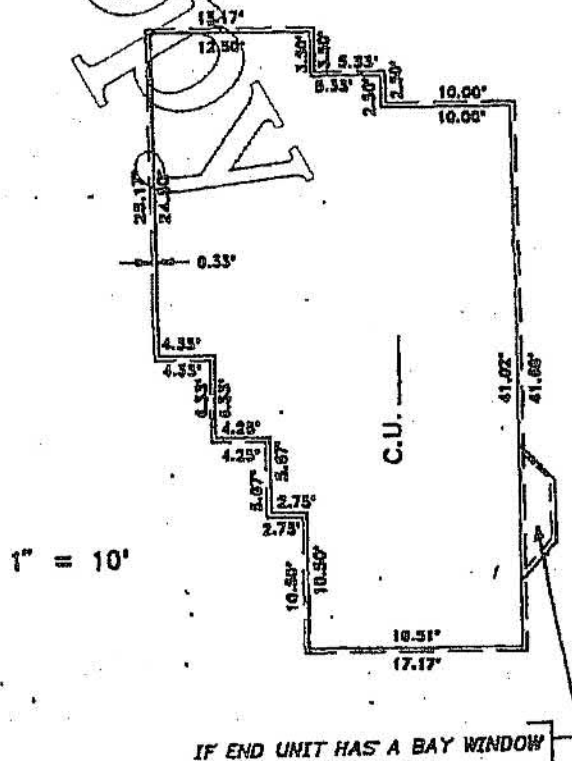


# ROYAL PALM BAY A CONDOMINIUM

## 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

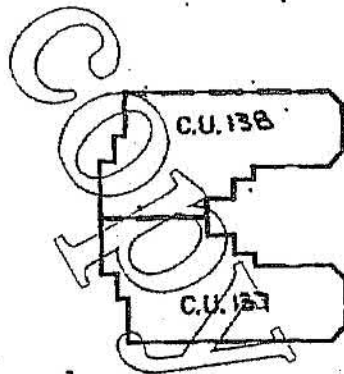
(All dimensions shown hereon are typical for ALL units.)  
(Floor and ceiling elevations are shown on building detail sheets.)

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.

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.  
302 S. GRANT STREET  
LOCHWOOD, FLORIDA 32780  
(407) 636-2424

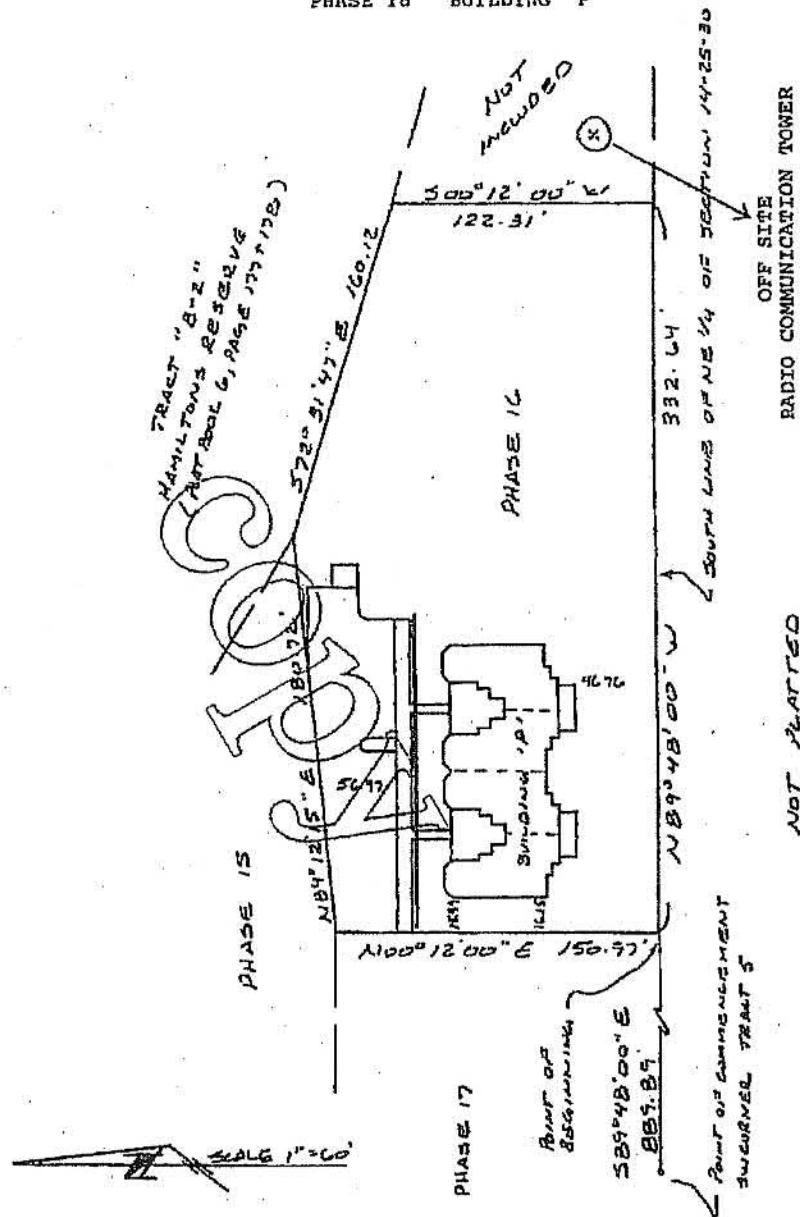
MICHAEL E. PETULLA P.L.S.

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°48'00" W.

SHEET 2 OF 5

# ROYAL PALM BAY A CONDOMINIUM

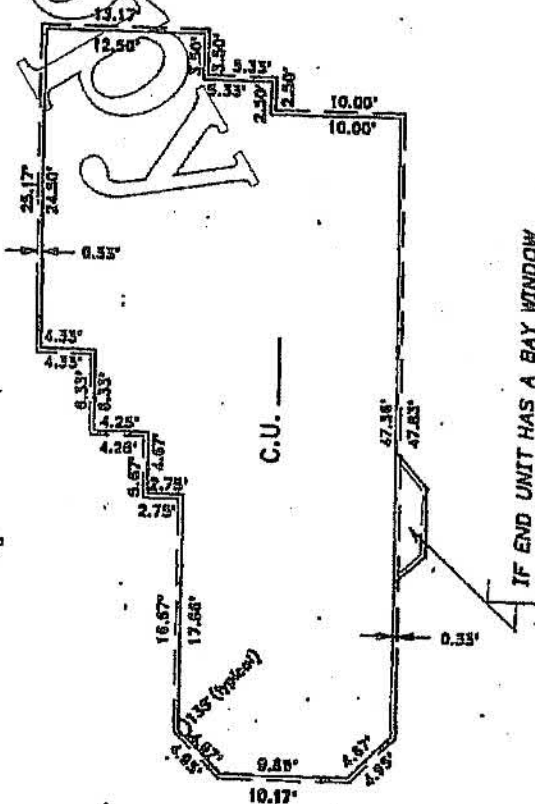
## LEGEND

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

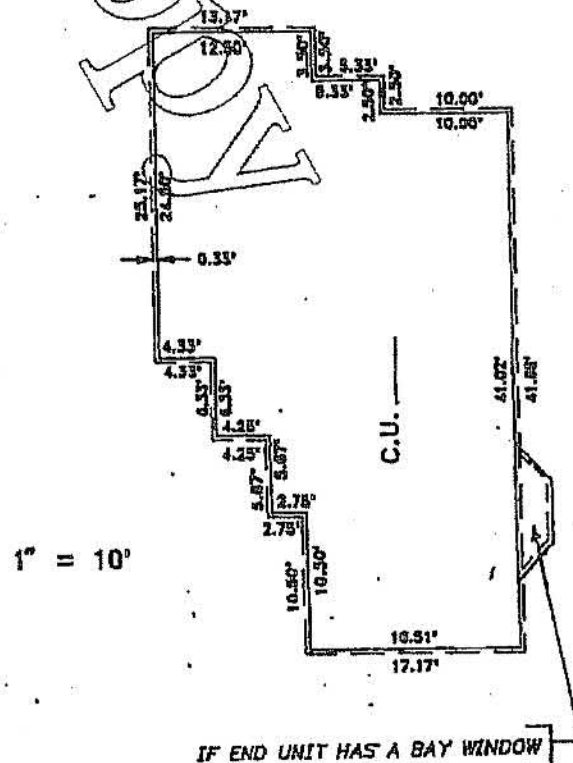
(All dimensions shown hereon are typical for ALL units.)  
(Floor and ceiling elevations are shown on building detail sheets.)

SHEET 3 OF 5

201104, 201175

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'



**TYPICAL CONDOMINIUM UNIT DETAIL:**

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

C.U. DENOTES CONDOMINIUM UNIT

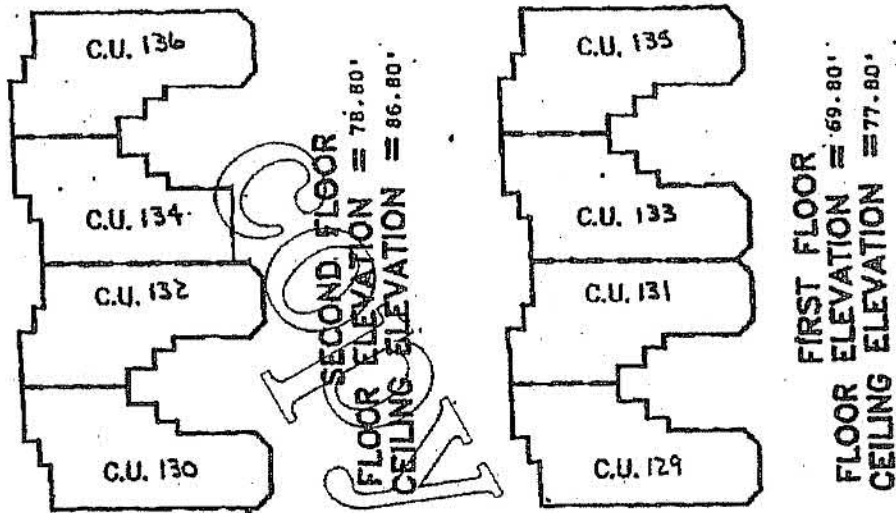
SHEET 4 OF 5

114

# ROYAL PALM BAY A CONDOMINIUM

BUILDING "P" DETAIL

BOOK 1104 PG 1176



SCALE 1"=30'

SHEET 5 OF 5

# ROYAL PALM BAY A CONDOMINIUM

## 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.

### 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.  
305 S. GRANT STREET  
LOCHWOOD, FLORIDA 32780  
(907) 834-2424

MICHAEL E. PETULLA P.L.S.

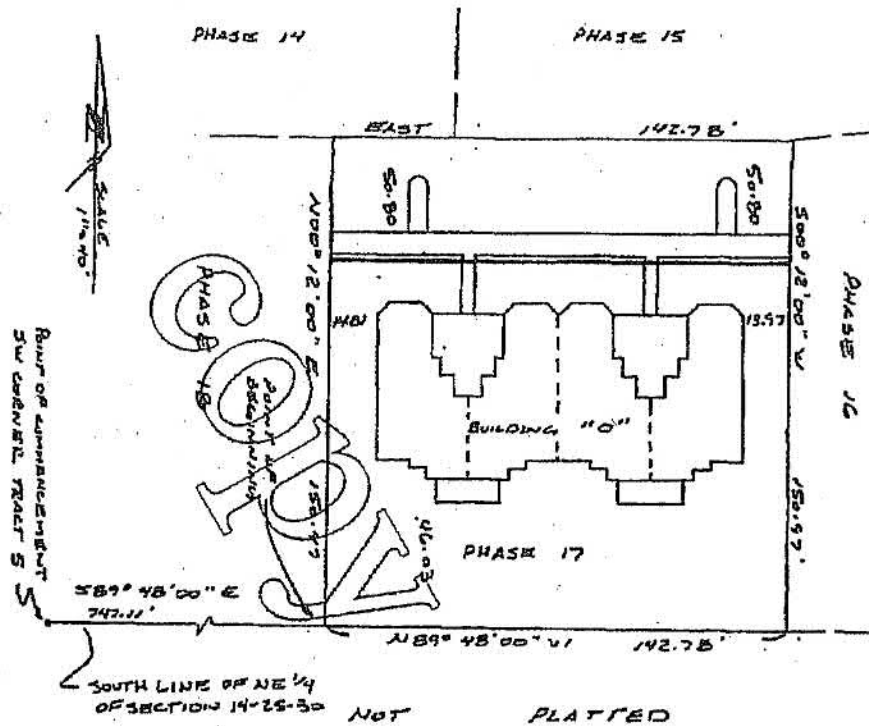
SHEET 1 OF 5



# ROYAL PALM BAY A CONDOMINIUM

PHASE 17 BUILDING "O"

BOOK 1104 PAGE 178



Improvements are proposed and shown per  
Site Plan by Richardson Engineering their  
Job #920546, Sheet 9 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.

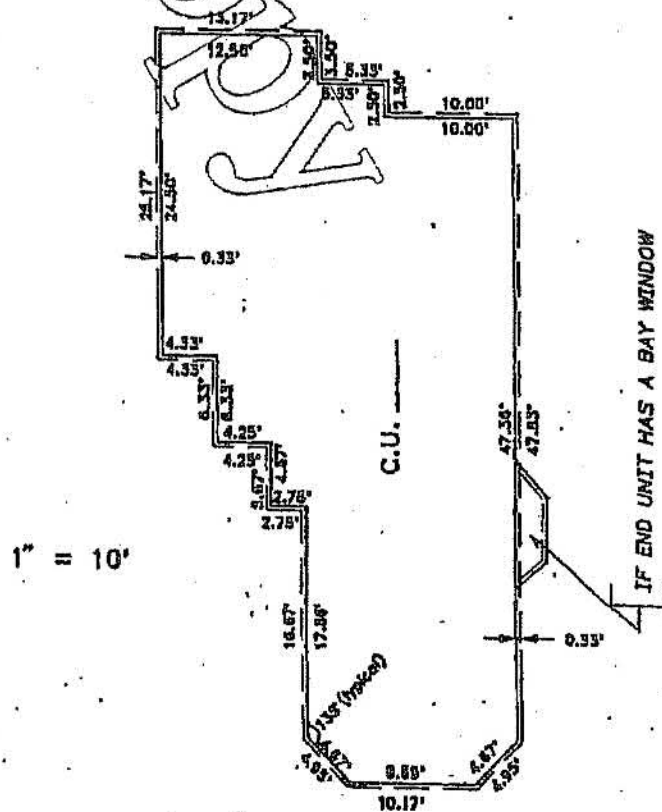
SHEET 2 OF 5

# ROYAL PALM BAY A CONDOMINIUM

## 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 = 73.136'



C.U. DENOTES CONDOMINIUM UNIT

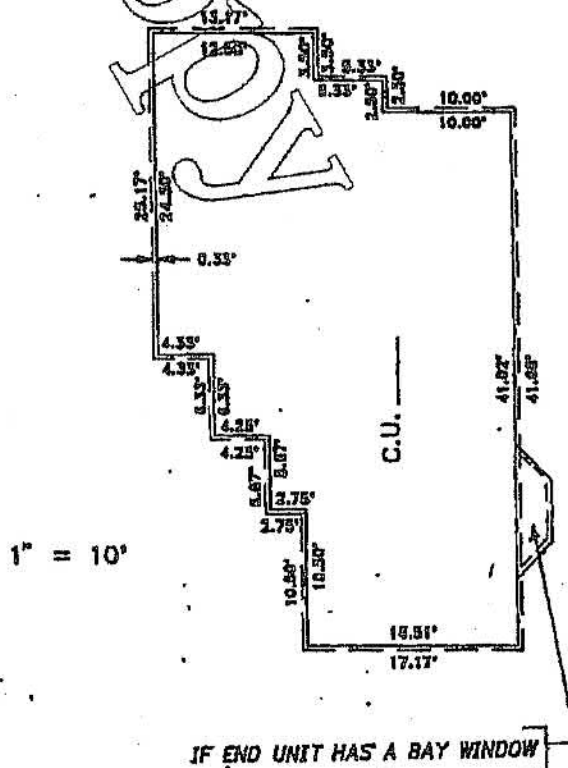
SHEET 3 OF 5

# 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'



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

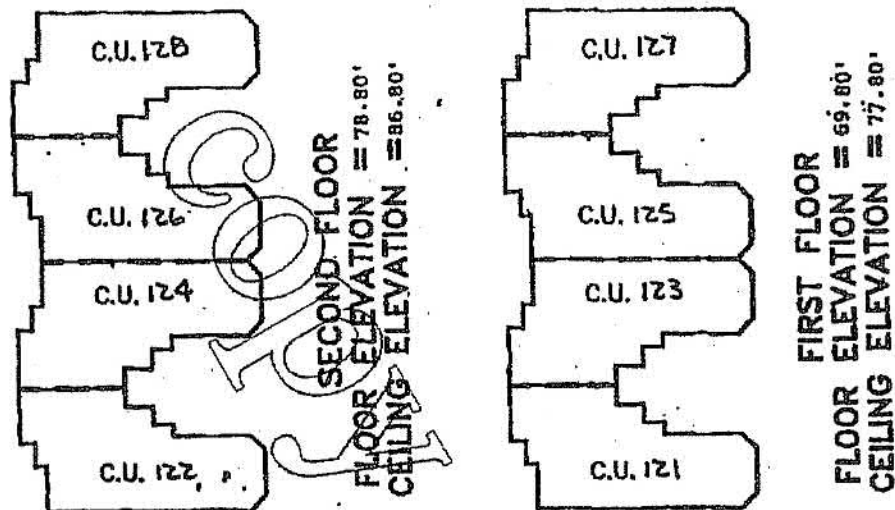
SHEET 4 OF 5

BOOK 1109, PG 180

# ROYAL PALM BAY A CONDOMINIUM

BUILDING "O" DETAIL

Book 1104 Pg 181



SCALE 1"=30'

SHEET 50F5

# ROYAL PALM BAY A CONDOMINIUM

PHASE 1B 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 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

**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.  
245 S GRANT STREET  
LONGWOOD, FLORIDA 32750  
(407) 834-2424

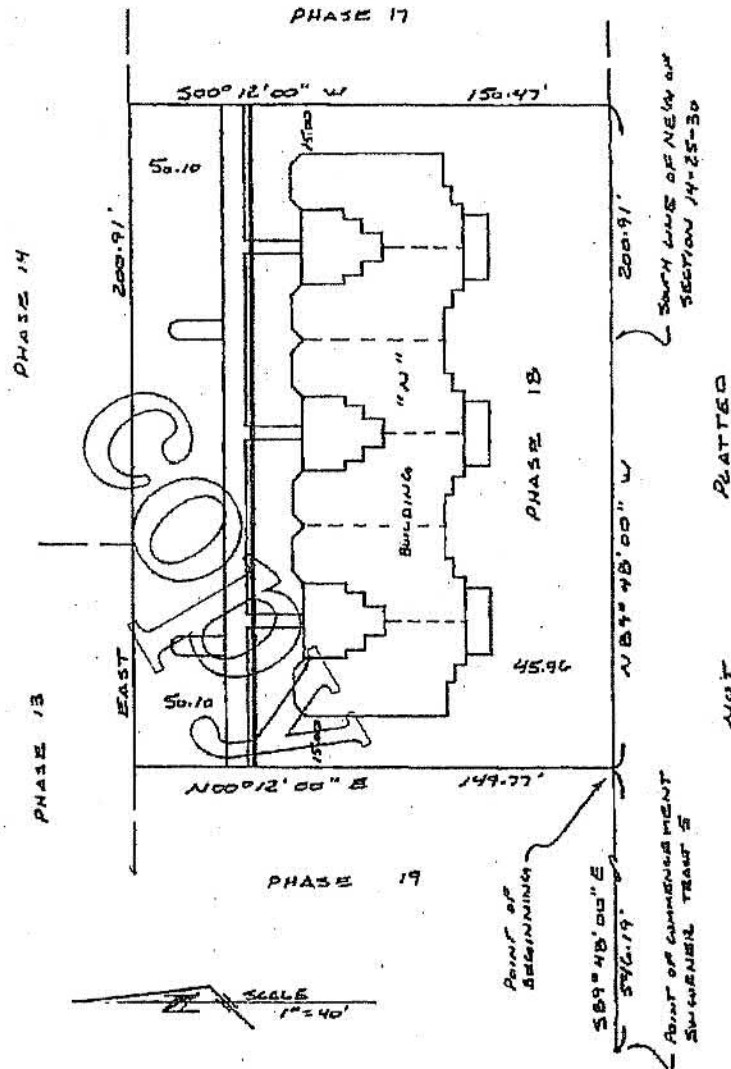
MICHAEL E. PETULLA P.L.S.

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.

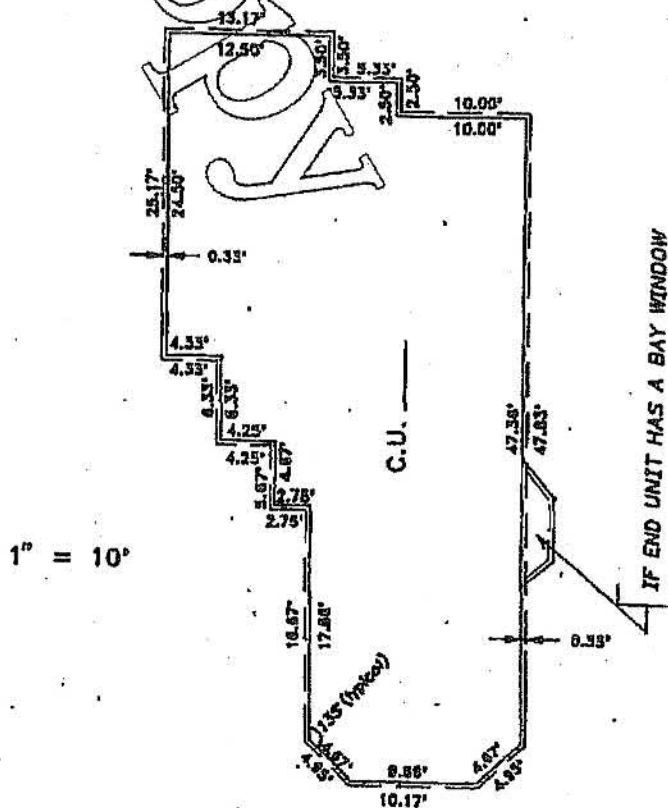
SHEET 2 OF 5

# 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'



C.U. DENOTES CONDOMINIUM UNIT

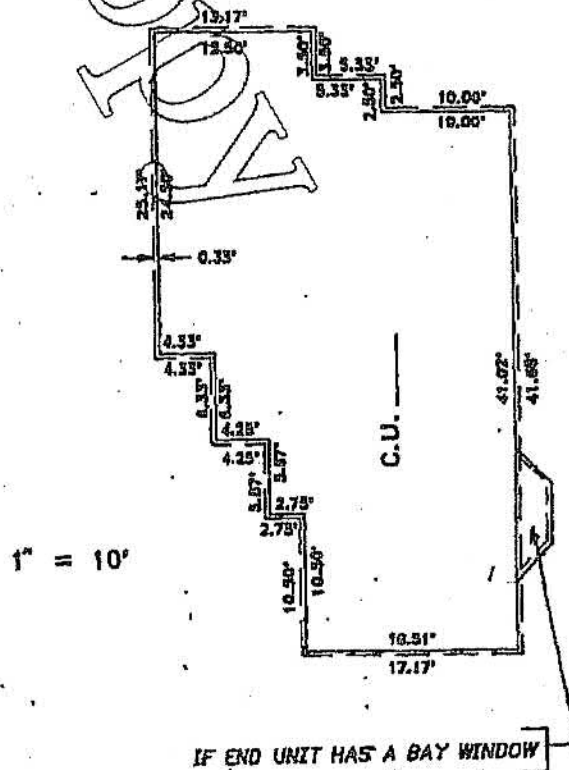
SHEET 3 OF 5

# 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'



TYPICAL CONDOMINIUM UNIT DETAIL

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

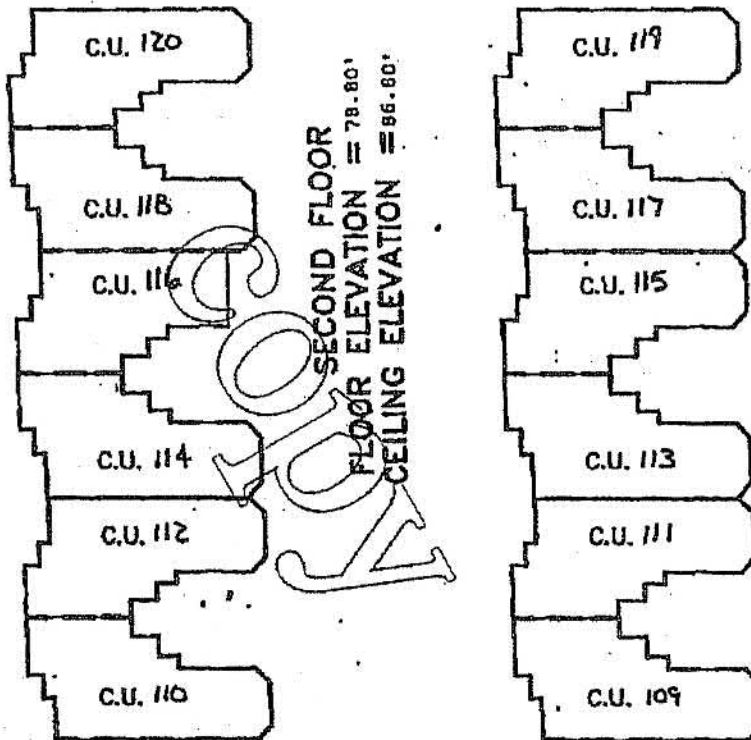
C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

# ROYAL PALM BAY A CONDOMINIUM

BUILDING "N" DETAIL

BOOK 1109 PAGE 186



SCALE 1"=30'

SHEET 5 OF 5

# ROYAL PALM BAY A CONDOMINIUM

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.

## 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  
LEHIGH, FLORIDA 32750  
(407) 834-2454

MICHAEL E. PETULLA P.L.S.

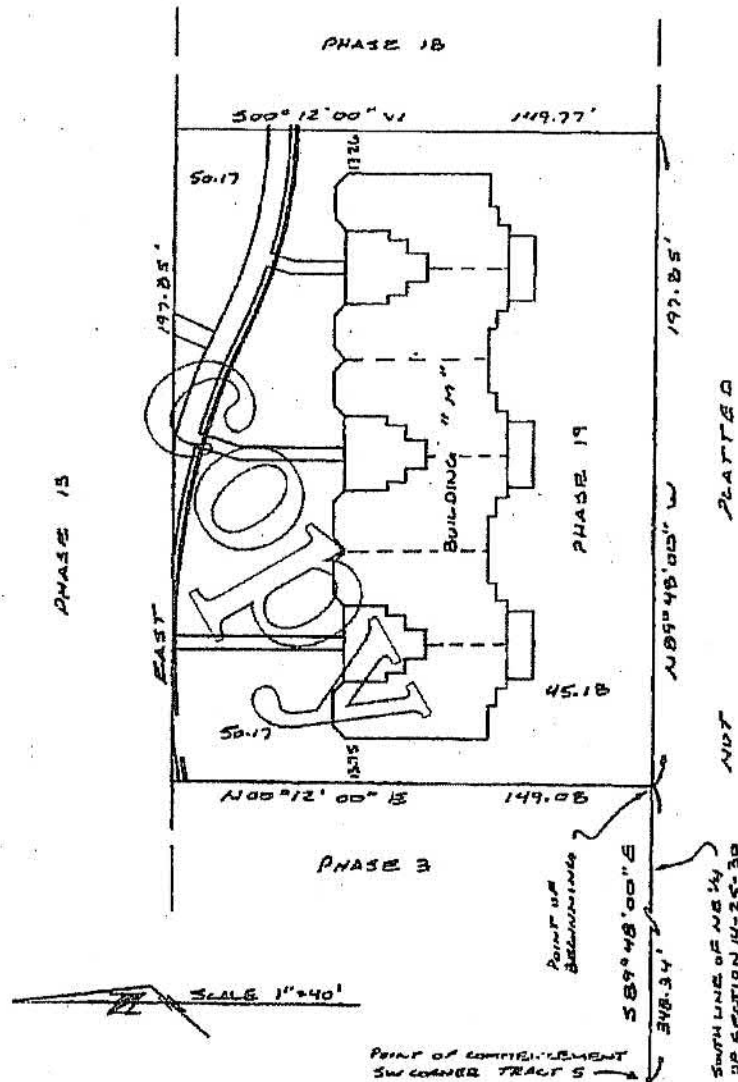
SHEET 1 OF 5



# ROYAL PALM BAY A CONDOMINIUM

PHASE 19 BUILDING "M"

BOOK 1104 PG 188



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.

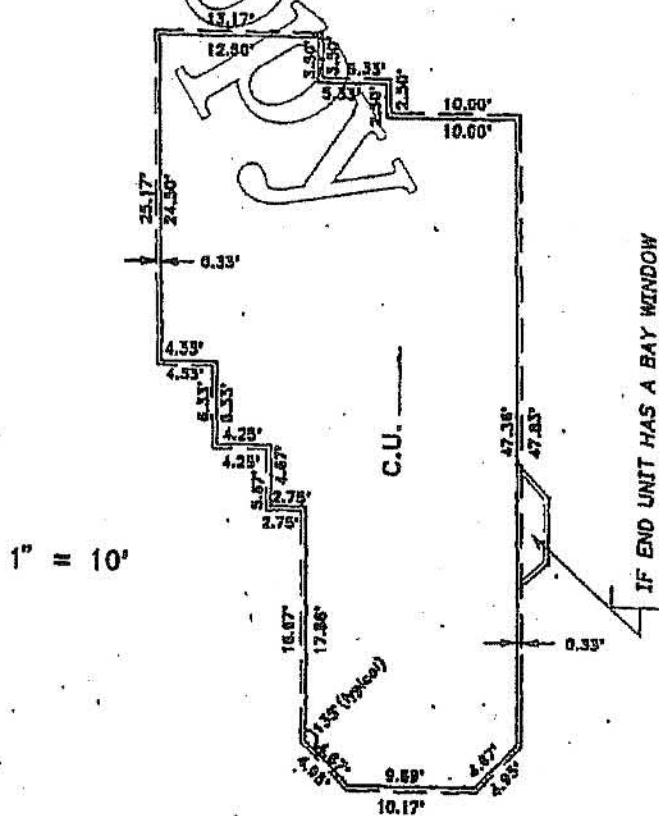
SHEET 2 OF 5

# 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.
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C.U. DENOTES CONDOMINIUM UNIT

TYPICAL CONDOMINIUM UNIT DETAIL

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(Floor and ceiling elevations are shown on building detail sheets.)

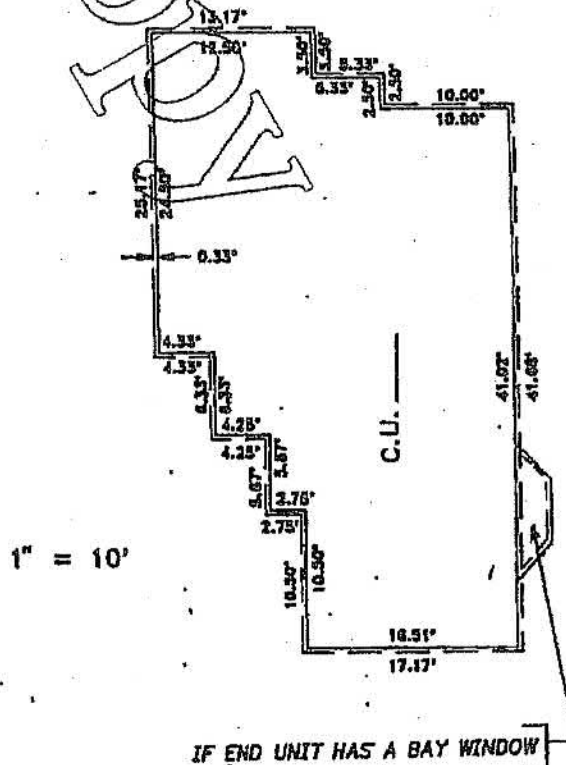
SHEET 3 OF 5

# 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.
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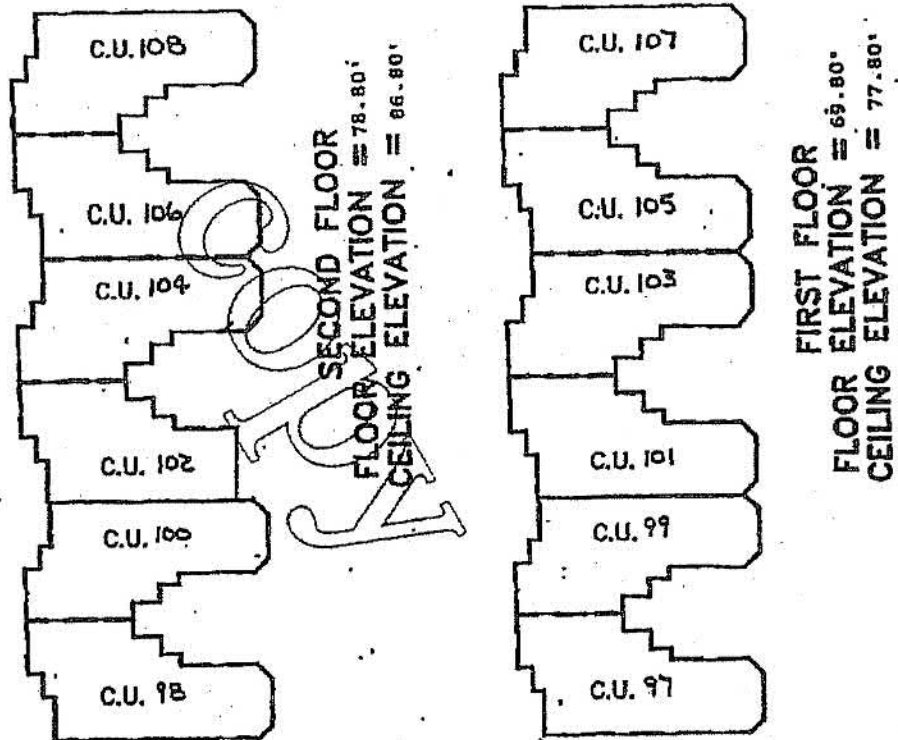
C.U. DENOTES CONDOMINIUM UNIT

SHEET 4 OF 5

35K1109 PG1190

# ROYAL PALM BAY A CONDOMINIUM

BUILDING "M" DETAIL



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.

RBP/PHASE/PA/A:  
11/19/92

EXHIBIT "C"