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DECLARATION OF CONDOMINIUM
ESTABLISHING
THE RIVER MEWS, PHASE 1,
A CONDOMINIUM

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FREDA WRIGHT
CLERK OF CIRCUIT COURT
INDIAN RIVER CO., FLA.
Frederick D.C.
Mac Williams

Return:

This Instrument Prepared By:

Dorothy A. Hudson, Esquire
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DECLARATION OF CONDOMINIUM

OF

THE RIVER MEWS

(A CONDOMINIUM)

The Moorings Development Company, a Florida corporation, herein called "developer" on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The lands located in Indian River County, Florida, owned by Developer and described in attached Exhibit "M" as "Survey and Legal Description - Phase 1" are by this Declaration submitted to the condominium form of ownership.

2. THE RIVER MEWS - PLAN OF DEVELOPMENT - Developer proposes to construct a maximum of seventy (70) residential units and associated improvements designated The River Mews, a Condominium. This will be a three phase condominium pursuant to F. S. 718.403 per the "Descriptions of Phase Development", Exhibit "L". The parcels of land described in Exhibits "M", "N", and "O" will (or may) be submitted by Amendments to this Declaration to the condominium form of ownership, and will thereby become a part of this condominium.

3. NAME - ASSOCIATION - The name of the condominium association is The River Mews Association, Inc. This association is incorporated as a non-profit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. UNIT - A part of the condominium property which is subject to exclusive ownership.

B. UNIT OWNER - The owner of a Condominium parcel.

C. UNIT NUMBER - The street address which is used on the site plan and surveyor's plans and which is used as identification of the unit.

D. ASSESSMENT - A share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

E. ASSOCIATION - The corporation responsible for the operation of the condominium.

F. BOARD OF ADMINISTRATION - means the Board of Directors responsible for administration of the association.

G. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

- (1) The land.
- (2) All parts of the improvements which are not included within the units, including manager's apartment and guardhouse.
- (3) Easements.
- (4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.
- (5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the association, through its Board of Directors, on behalf of the members of the association, without the necessity of any joinder by the members.

H. LIMITED COMMON ELEMENTS - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

I. COMMON EXPENSES - All expenses and assessments properly incurred by the association for the condominium.

J. COMMON SURPLUS - means the excess of all receipts of the association including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

K. PERSON - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

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

M. CONDOMINIUM DOCUMENTS - means the declaration and its lettered exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration.

N. CONDOMINIUM PARCEL - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

O. CONDOMINIUM PROPERTY - means the lands and personal property subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

P. OPERATION - means and includes the administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration and applicable laws.

B. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(1) HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

(i) UPPER BOUNDARY - The plane along the underside of the finished undecorated ceiling of the unit which is closest to the roof (both in the one-story villa and two-story townhouse), extended to meet and run along the plane of the exterior surface of the screen above the patio/pool area, and the plane formed by the lower surface of the trellises in the "D" Villas extended to meet the vertical boundaries.

(ii) LOWER BOUNDARY - The lower boundary shall be the unfinished ground floor slab on the ground floor of the unit.

(2) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit including the interior surfaces of the units' patio, privacy garden, terrace walls, balcony walls, pool area walls and doors, garage walls and doors, entrance doors and windows, all of which abut the exterior of the building or common areas, extended to meet the horizontal boundaries and as may be shown on Exhibit "H" to this Declaration.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(1) COMMON ELEMENTS - an undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.

(2) LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

(d) Those parking spaces exterior to the unit (that is not within the garage) designated "second car space" in Exhibits "G" and "H" for Model A and B townhouses which appear as a single driveway exclusively to said unit on the site plan.

(jj) The driveways leading to the individual unit, in addition to the parking space designated in subparagraph "a" next-above.

(3) ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the association.

E. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. EASEMENTS - The following non-exclusive easements from the Developer to each unit owner, to the association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(1) INGRESS AND EGRESS - Easements over the common areas for ingress and egress, to units and public ways.

(2) MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access may be had at any time in case of emergency.

(3) UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, chimney flues, gas tanks for the heating of pools or spas, wiring and other facilities for the furnishing of services to other units and the common elements. Specific easements are granted to the City of Vero Beach for electrical service. See "Description of Phase Development", Exhibit "L".

(4) PUBLIC SERVICES - Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

G. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

BY THE ASSOCIATION - The association shall maintain, repair, and replace at the association's expense:

(i) Such portions of the unit as contribute to the support of the building including but not limited to the perimeter walls, columns, roof and unfinished floor slabs. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units. The exterior entrance doors to the unit shall be maintained by the Association.

(ii) Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the association at the expense of the unit owner; and the cost shall be secured as an assessment to the unit owner.

(iii) All incidental damage caused to a unit by work done or ordered by the association shall be promptly repaired by and at the expense of the association.

(2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the association. The unit owner's responsibility specifically includes, but is not limited to, windows, window and balcony glass, doors, patio screens and associated hardware, patio gates (where same exists), appliances, fixtures, switches, fan motors, compressors, plumbing, wiring, piping and ductwork serving only the particular unit.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the association is obtained in advance. (This shall not be construed to require approval of interior shades, drapes or curtains or for placing appropriate furniture on balconies, patios or terraces. However, unit owner shall abide by the rules and regulations concerning these items found as Exhibit "R".)

H. ALTERATION AND IMPROVEMENT - No owners shall make any alterations in the portions of the improvements which are to be maintained by the association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

H. COMMON ELEMENTS -

(1) The common elements shall be owned by the unit owners in undivided shares on a pro rata basis as set forth in Article 20.

(2) No action for partition of the common elements shall lie.

(3) The maintenance and operation of the common elements shall be the responsibility of the association which shall not, however, prohibit management contracts.

(4) Each unit owner and the association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration.

6. FISCAL MANAGEMENT - The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the Bylaws.

7. ASSOCIATION - The administration of the condominium by the Board of Directors and its powers and duties shall be as set forth in the Bylaws.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE - Except Builders Risk and other required insurance furnished by developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the association, for itself and as agent for the owners and their mortgagees as their interest may appear.

B. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. COVERAGE:

(1) CASUALTY - The building and all other insurable improvements upon the land and all personal property owned by the association (exclusive of personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the maximum insurable

replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement;

(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

(2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages;

(3) WORKMAN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

D. PREMIUMS - Premiums upon insurance policies purchased by the association shall be paid by the association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the association shall be for the benefit of the association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the association. Such bank is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE - If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered 75% or more of the units untenable, and 80% of the owners at a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their

mortgagees, as their interests may appear, and the condominium shall be terminated as provided in Paragraph 14 following.

A. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications utilized in construction.

B. CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the association certifying as to whether or not the damaged property is to be reconstructed or repaired. The association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

C. ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance and repair, the association shall obtain reliable and detailed estimates of the cost to place the damaged property, insofar as reasonably possible, in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

E. CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of 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:

(1) UNIT OWNER - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(2) ASSOCIATION - Said Trustee shall make such payments upon the written request of the association, accompanied by a certificate signed by an officer of the association, and by the architect or General Contractor in charge of the work, who shall be selected by the association, setting forth that the sum then requested either has been paid by the association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due, and that the total cost as estimated by the person signing such certificate, does not exceed the remainder of the construction funds after the payment of the sum so disbursed.

(3) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, 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 jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

(F) INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owner.

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit "R" and the following provisions:

A. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

B. INTERPRETATION - In interpreting deeds, mortgages, and plans the existing physical boundaries of the unit shall be conclusively presumed to

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a seventy-five percent (75%) vote of the association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulations may be enforced prior to approval by the owners.

A. NO OWNER OTHER THAN THE DEVELOPER may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner. Only entire units may be leased.

C. THE APPROVAL OF THE ASSOCIATION shall be obtained as follows:

(2) IF A SALE, the association must, within 15 days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves or itself elect to purchase and the owner must sell to such alternate or to the association upon the same

terms set forth in the proposal given the association, or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval, in writing, or if it fails to provide an alternate purchaser or purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a certificate of approval.

(3) AT THE OPTION OF THE OWNER, if a dispute arises, it shall be resolved by arbitration in accord with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the association.

(4) THE SALE SHALL BE CLOSED WITHIN THIRTY (30) DAYS after an alternate purchaser has been furnished or the Association has elected to purchase or within thirty (30) days of the arbitration award, whichever is later.

D. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, mortgage to a lender other than those types listed in Paragraph B above, assignment of interest or other disposition than a sale, notice of disapproval of the association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.

E. LIENS -

(1) PROTECTION OF PROPERTY - All liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(2) NOTICE OF LIEN - An owner shall give notice to the association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

(3) NOTICE OF SUIT - An owner shall give notice to the association of every suit or other proceedings which may affect the title to his unit, such notice to be given within seven (7) business days after the owner receives knowledge thereof.

(4) FAILURE TO COMPLY with this section concerning liens shall not affect the validity of any judicial sale.

F. JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

G. UNAUTHORIZED TRANSACTIONS - Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the association.

12. COMPLIANCE AND DEFAULT - Each owner and the association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the association or by an aggrieved owner.

B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of twenty (20) days in which to cure or correct.

D. NO WAIVER OF RIGHTS - The failure of the association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following:

A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice President and Secretary of the association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present) and the separate written joinder of mortgagees where required; shall include

the recording data identifying the Declaration and which shall become effective when recorded according to law.

B. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents amendment of which will not materially adversely affect the property rights of unit owners, a fifty-one percent (51%) vote of the owners shall be the required percentage, or the procedure set forth in F.S. 718.110(5) may be utilized.

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially adversely affects the property rights of owners may be enacted by a seventy-five percent (75%) vote.

D. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in "C" next-above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and the affirmative vote of the owners of all other units. This section shall be deemed to include enlargement of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot. Pursuant to F. S. 718.403(6), the addition of subsequent phases does not require the consent of any Unit owners, other than the Developer, nor of any other person.

14. TERMINATION - The condominium shall be terminated, if at all, in the following manner:

A. By the agreement of one hundred percent (100%) of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded according to law. In the event of damage or destruction by casualty as set forth in Article 8 of this Declaration, the required percentage shall be eighty percent (80%).

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as by the formula set forth in Article 20. All funds held by the Association, except for the reasonably necessary expenses of winding up shall be

19. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

20. COMMON EXPENSES, COMMON SURPLUS, AND OWNERSHIP OF COMMON ELEMENTS - The apportionment of common expenses and ownership of the common elements and surplus has been determined on a per unit basis, each unit's payment share is based on a share of the total by the following formula:

$$\frac{1}{\text{Number of units in Phase(s) Added}} = \text{Share of Common Expenses, Surplus and Elements}$$

The share is altered when an additional phase is added. Phases will be deemed to be added at the time the certificate of occupancy is issued for any unit in the phase or the certificate of surveyor is recorded for any unit within the phase, whichever comes first.

The share of each unit in Phase 1 is:

$$\frac{1}{\text{Units in Phase 1}} = \frac{1}{28}$$

Upon addition of Phase 2, the share becomes:

$$\frac{1}{28 \text{ Phase 1} + 22 \text{ Phase 2}} = \frac{1}{50}$$

Upon addition of Phase 3:

$$\frac{1}{28 \text{ Phase 1} + 22 \text{ Phase 2} + 20 \text{ Phase 3}} = \frac{1}{70}$$

It is anticipated that the Association shall ultimately operate all phases of The River Mews condominium, which shall consist of no more than seventy (70) units and a manager's apartment which shall be a common element. See Description of Phase Development, Exhibit L.

The Developer shall not be required to submit Phase 1 to the condominium form of ownership. The Developer's obligations hereunder are subject to the Developer entering into a sufficient number of Contracts for Sale to assure satisfactory condominium operation. The Developer does not commit that Phase

2 and 3 will be constructed or submitted to the condominium form of ownership. In the event that one or more phases are not built, those units which have been built are entitled to one hundred percent (100%) ownership of all the common elements in the phases actually developed and added as part of the condominium.

NOTE: The above presumes phases are constructed and recorded in numerical order. Developer reserves the right to construct or not construct the phases or portions thereof in any order.

21. VOTING - Each unit shall have one full vote in all matters.

22. PARKING - There shall be, in addition to the garage which is a part of the unit, an additional parking space for Model A and B Townhouses provided exterior to the unit, appearing as a single driveway of the plot plan (see Exhibit G). Model "C" and "D" Villas have a double garage which is part of the unit.

23. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the condominium property, the Developer specifically reserves the right, without the joinder of any person, to make such changes in the declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the declaration or its attachments.

24. NO TIME SHARING - No unit or units in the condominium may be converted to time sharing or interval ownership usage or any other vacation-type plan.

25. PHASING, RECREATION, AND COMMON FACILITIES - The condominium is proposed to be developed in three (3) phases per the Description of Phase Development, Exhibit "L". The legal descriptions of these parcels are contained in Exhibits "M", "N", and "O". The Developer does not commit to build the manager's apartment, guardhouse, which are common elements, or other common facilities located in Phase 1 until such time as Developer enters into sufficient Contracts for Sale to assure satisfactory condominium operation. If Developer elects to construct a phase, the associated facilities will be built. Developer does not commit any money for the furnishing of the manager's apartment or guardhouse, although it may do so at its own election. No recreation facilities are committed to be built.

A. THE MEMBERSHIP VOTE AND OWNERSHIP in the Association attributable to each unit in each phase and the results if any phase or phases are not developed are as follows:

(1) Each unit will have one full vote per Article 21 of this Declaration. There will thus be 28 votes in Phase 1, 22 votes in Phase 2 and 20 votes in Phase 3. If any phases are not built, the votes attributable to that phase will not exist.

(2) The ownership in the assets of the Association shall be as shown in Article 20 of this Declaration of Condominium. If any phases are not built, the fraction of ownership will remain at the level that already exists.

B. MANAGER'S APARTMENT - The cost of operating and maintaining the manager's apartment will be included as an item in the Condominium Budget as a common expense to be paid by the unit owners. If only Phase 1 is built, this expense could be shared by as few as 28 units and if all phases are built will be shared by 70 units. It is mandatory that the residential unit owners pay their proportionate share of the cost of the operation and maintenance of the manager's apartment.

(1) Developer will share the expense of the manager's salary with the Association until such time as it should decide not to add one or more additional phases, on the following basis:

Phase 1 - Developer 42/70, Association 28/70

Phase 2 - Developer 20/70, Association 50/70

Phase 3 - Association solely responsible

If Developer should elect not to add one or more phases, the Association shall, upon notice of same, be solely responsible for payment of manager's salary.

Note: At the present time Developer has entered into no contract with a manager for The River Mews, but reserves the right to do so.

C. THE GUARD HOUSE - The guard house will be constructed with Phase 1 provided the phase is constructed. No provision has been made for placing a guard on duty, nor has any money been budgeted for provision of same.

D. OCEANFRONT PROPERTY - There is available an optional membership in THE MOORINGS OF VERO PROPERTY OWNERS' ASSOCIATION, INC., hereinafter "Moorings Owners' Association", with facilities described as follows;

27. SEVERABILITY - If any provision of this Declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 9th day of November, 1982.

THE MOORINGS DEVELOPMENT COMPANY
A Florida Corporation

By [Signature]
Jorge Gonzalez, President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I hereby certify that on this 9th day of November, 1982, before me personally appeared JORGE GONZALEZ, President of The Moorings Development Company, a corporation under the laws of the State of Florida, to me known to be the person who signed the Declaration of Condominium as such individual and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Vero Beach, County of Indian River, State of Florida, the day and year last aforesaid.

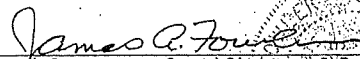
[Signature]
Notary Public, State of Florida, at Large.
My Commission expires:

2-5-85

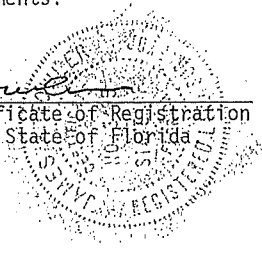
CERTIFICATE OF SURVEYOR
THE RIVER MEWS, A CONDOMINIUM
Indian River County, Florida

I, James A. Fowler, _____,
_____, certify as follows:

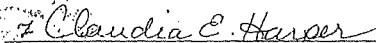
1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 3435, State of Florida.
2. That this Certificate is made as to The River Mews, a Condominium, located in Indian River County, Florida, and in compliance with Chapter 718, Florida Statutes.
3. That the construction of the improvements described in the foregoing Declaration of Condominium is sufficiently complete so that with the survey of land as set forth in Exhibit A attached hereto, together with the plot plans as set forth in Exhibit B attached hereto, showing the apartment buildings and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements, and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.



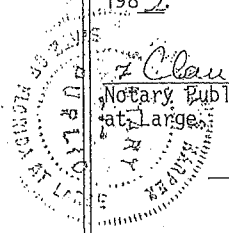
Land Surveyor, Certificate of Registration
No. 3435, State of Florida



Sworn to and subscribed before me,
this 9th day of November,
1982.



Notary Public, State of Florida
at Large. My Commission expires: 3-17-84

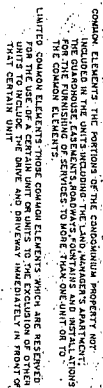


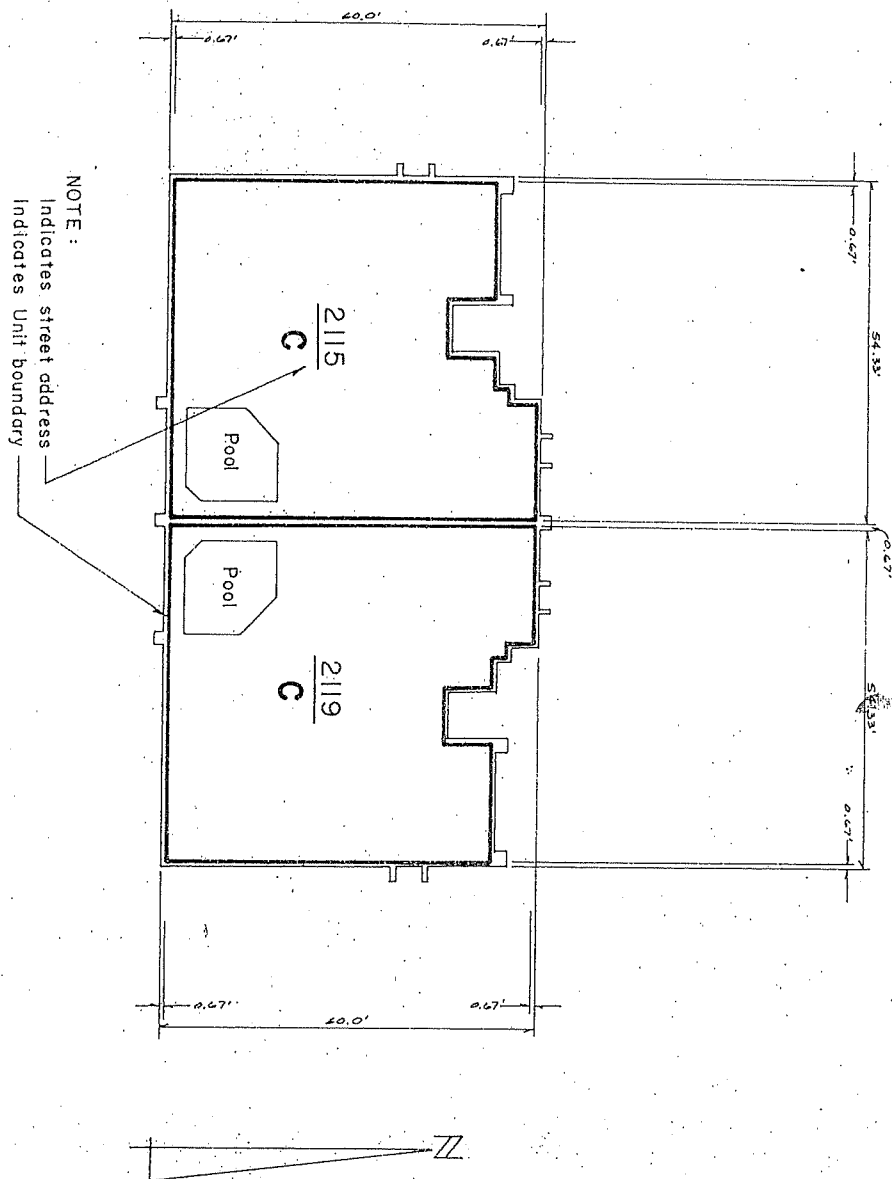
LEGAL DESCRIPTION
PHASE 1
THE RIVER MEWS, A CONDOMINIUM

Commence at the centerline intersection of State Road A-1-A and Mooringline Drive as shown on the Plat of The Moorings Unit Six Subdivision, Plat Book 10, Page 63, Indian River County Public Records, run from said intersection on a bearing of North 60° 57' 13" West a distance of 123.73 feet to a point located on the North right-of-way line of aforesaid Mooringline Drive, said point also being the beginning of a circular curve concave to the right and having a radius of 2940.0 feet, said point also being the Point of Beginning of the following described tract of land: From said Point of Beginning run West along the North right-of-way line of Mooringline Drive as per The Moorings Unit Six Subdivision Plat on a circular curve concave to the right with a radius of 2940.0 feet an arc distance of 437.89 feet; thence run North 09° 12' 47" East a distance of 97.63 feet; thence run on a circular curve concave to the right with a radius of 45.00 feet an arc distance of 96.69 feet with a chord bearing of North 08° 35' 12" East; thence run North 17° 51' 00" West a distance of 210.82 feet; thence run on a circular curve concave to the right with a radius of 40.00 feet an arc distance of 45.29 feet; thence run on a circular curve concave to the right with a radius of 125.00 feet an arc distance of 64.71 feet; thence run on a circular curve concave to the left with a radius of 280.00 feet an arc distance of 73.82 feet; thence run on a circular curve concave to the left with a radius of 30.00 feet an arc distance of 31.42 feet; thence run on a circular curve concave to the right with a radius of 40.00 feet an arc distance of 112.13 feet; thence run South 17° 51' 00" East a distance of 186.24 feet; thence run North 71° 13' 39" East a distance of 102.20 feet to the West right-of-way of State Road A-1-A as shown on The Moorings Unit Six Subdivision; thence run South 19° 41' 42" East along the West right-of-way line of State Road A-1-A a distance of 10.05 feet; thence continue South along the West right-of-way line of State Road A-1-A and along a circular curve concave to the right with a radius of 5679.65 feet an arc distance of 376.87 feet; thence run on a circular curve concave to the right with a radius of 30.00 feet an arc distance of 56.02 feet to the Point of Beginning; all lying within The Moorings Unit Six Subdivision.

O.R. 0351 PAGE 2 A U h

JAMES A. FOWLER LAND SURVEYING CO
1123-12TH ST, SUITE D
VERO BEACH, FLORIDA 32960



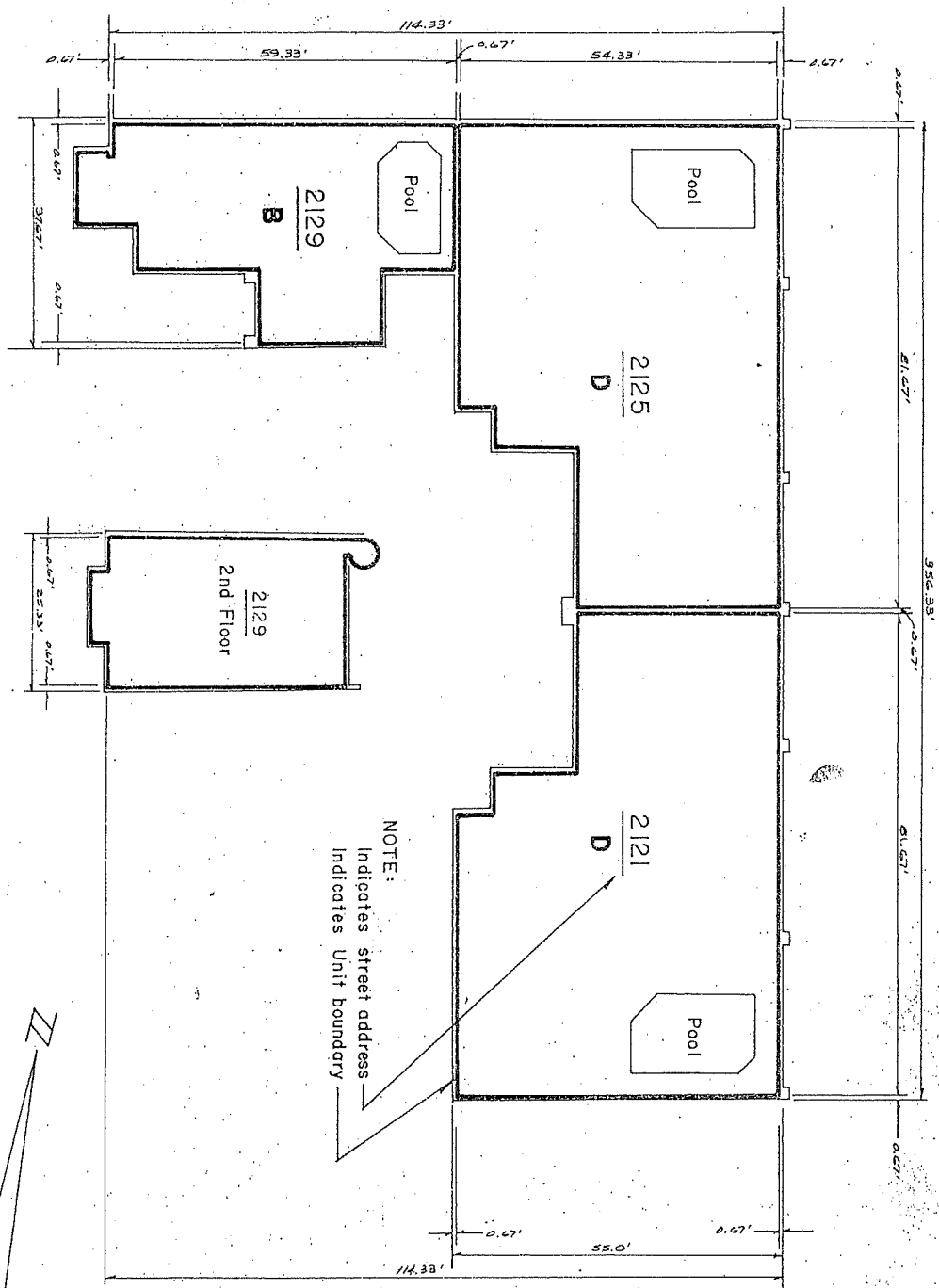


Prepared By:
James A. Fowler, Land Surveying Company
P. O. Box 1677
Vero Beach, Florida 32960
October 27, 1982

EXHIBIT "B"

-2-

O.R. 0651 PAGE 2849

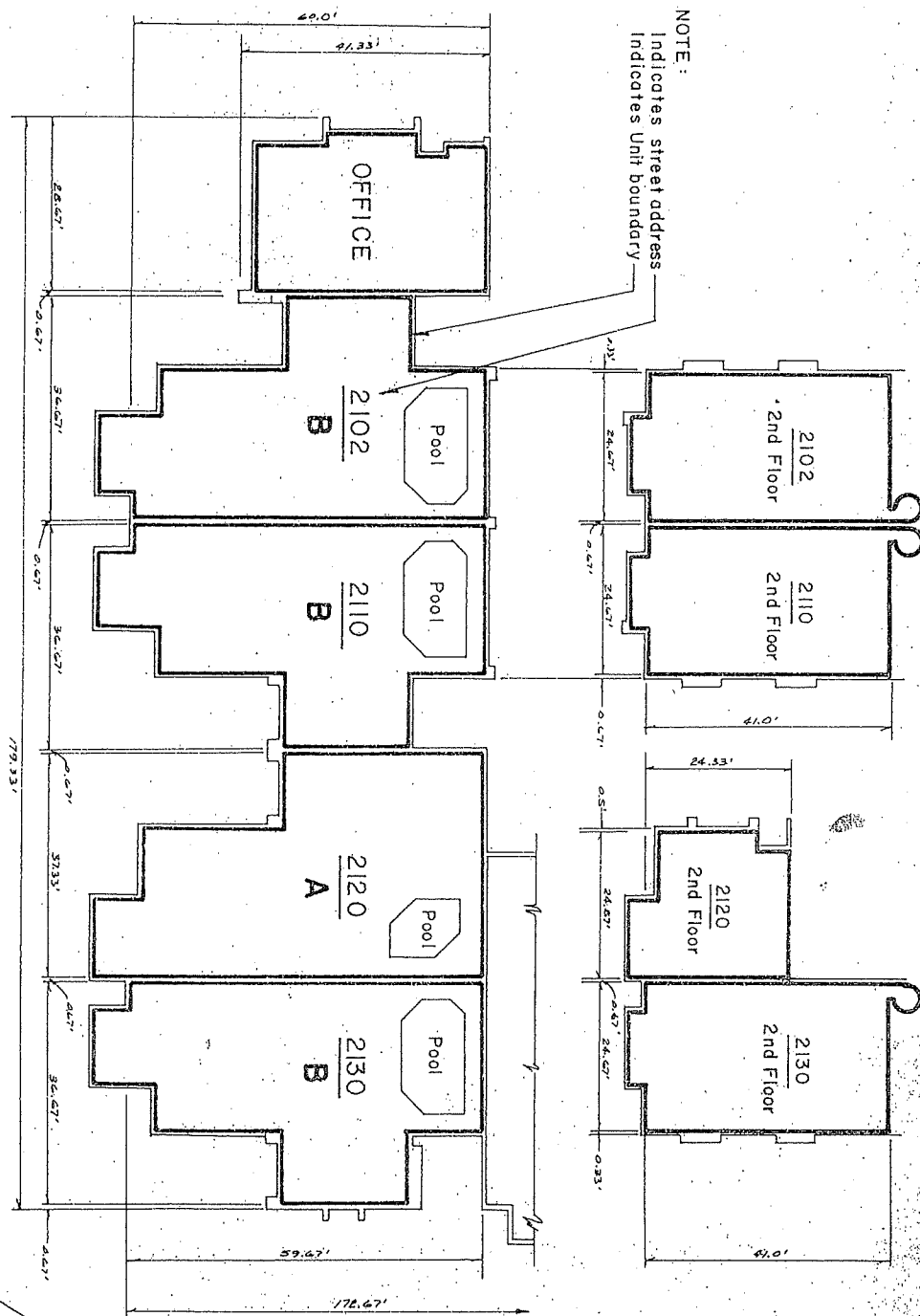


Prepared By:
 James A. Fowler, Land Surveying Company
 P. O. Box 1677
 Vero Beach, Florida 32960
 October 27, 1982

EXHIBIT "B"

-3-

D.R. 0651 PAGE 2850



Prepared By:

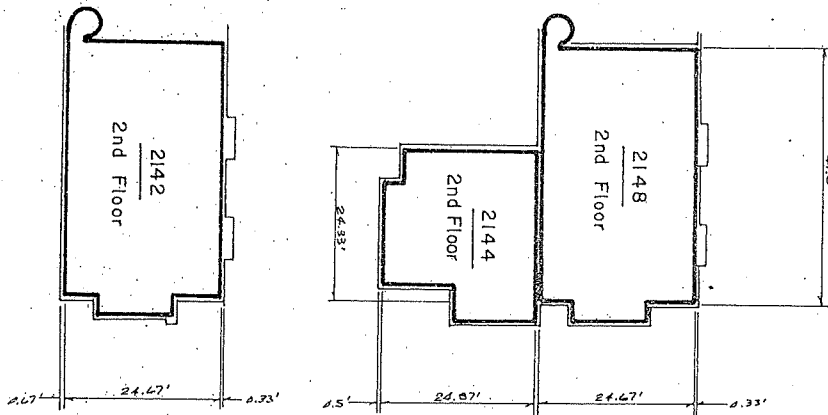
James A. Fowler, Land Surveying Company
P. O. Box 1677
Vero Beach, FL 32960

October 27, 1982

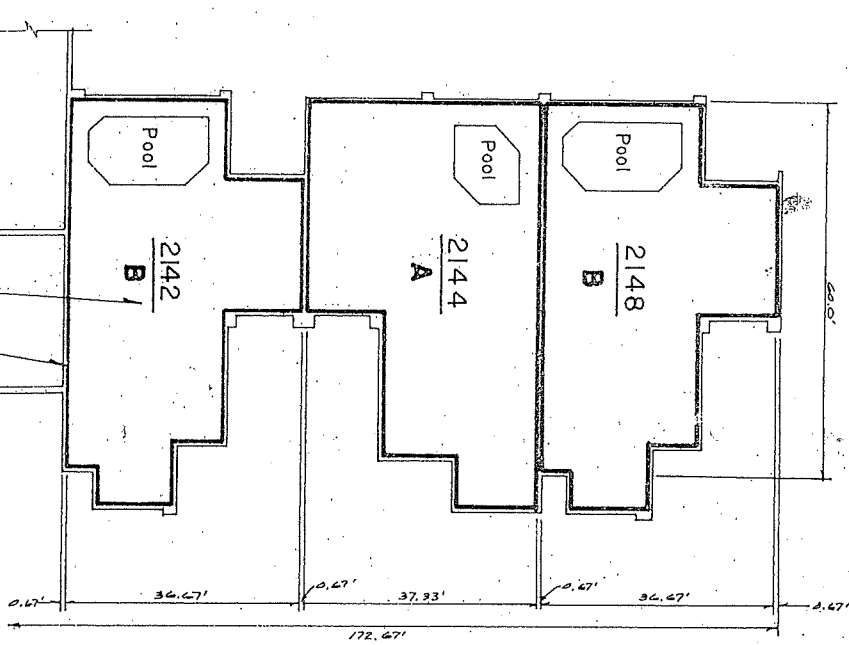
EXHIBIT "B"

-5-

D.R. 0651 PAGE 2852



NOTE:
Indicates street address
Indicates Unit boundary



Prepared By:

James A. Fowler, Land Surveying Company
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Vero Beach, Florida 32960

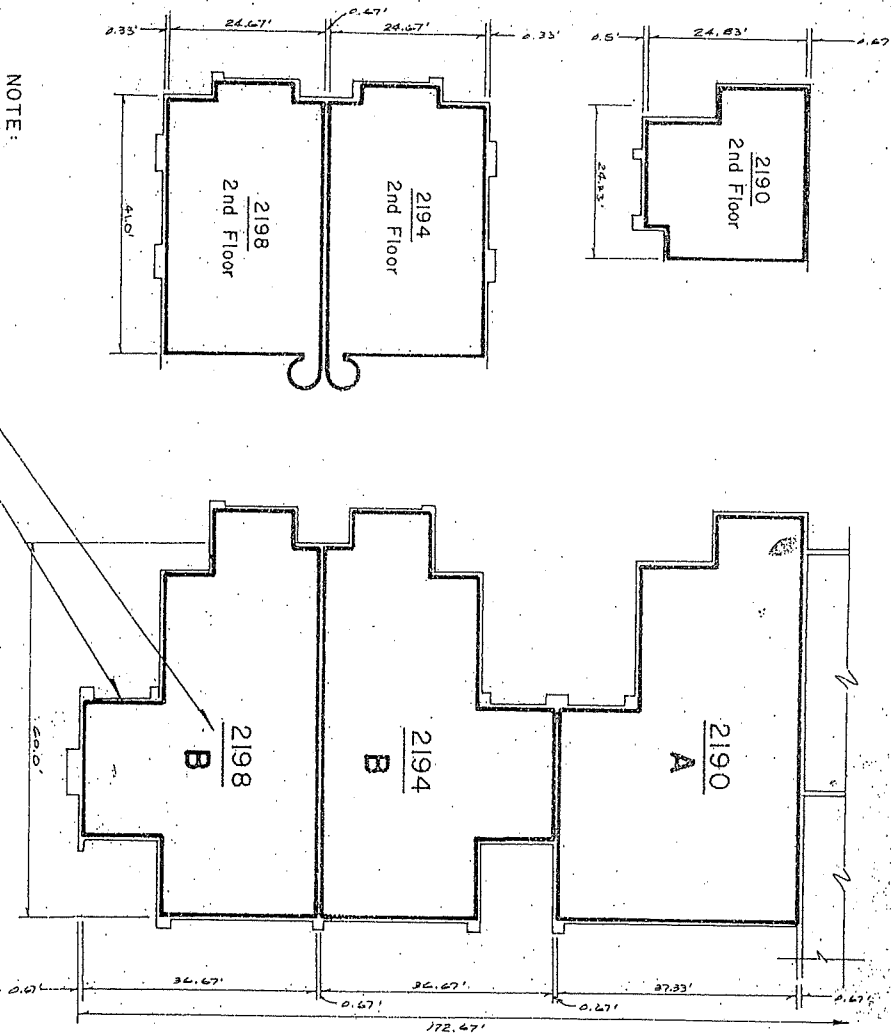
October 27, 1982

EXHIBIT "B"

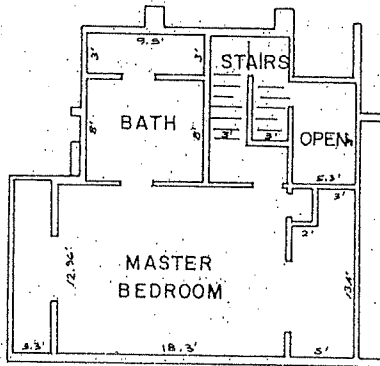
-6-

BOOK 0651 PAGE 2853

NOTE:
 Indicates street address
 Indicates Unit boundary

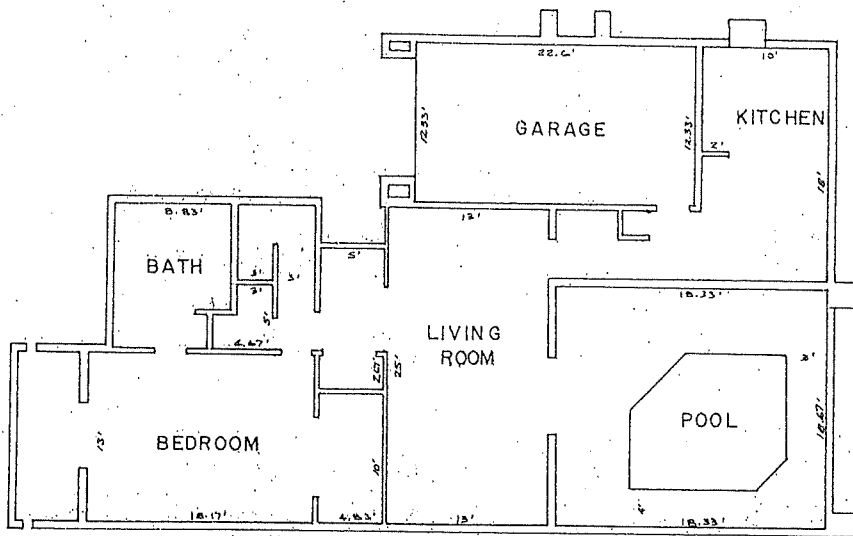


Prepared By:
 James A. Fowler, Land Surveying Company
 P. O. Box 1677
 Vero Beach, Florida 32960
 October 27, 1982



NOTE: All dimensions shown as typical are within one tenth of a foot of the design dimensions and each other.

SECOND FLOOR

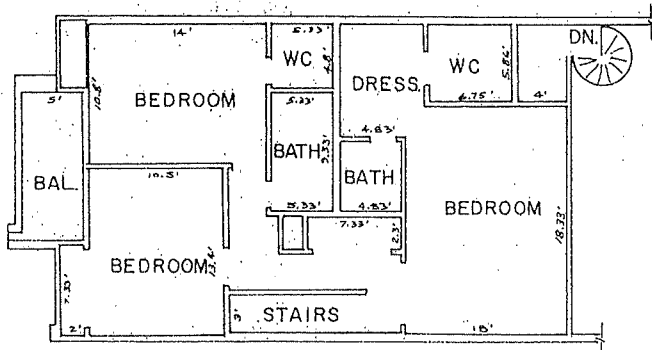


FIRST FLOOR

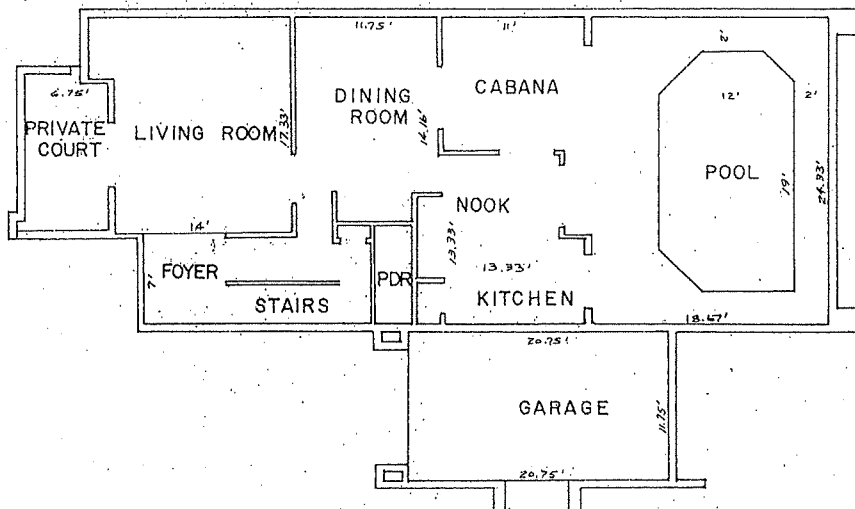
MODEL A - FLOOR PLANS (TYPICAL)

UNITS : 2109, 2131, 2144, 2120, 2194, 2190, 2180, 2174

NOTE: All dimensions shown as typical are within one-tenth of a foot of the design dimensions and each other.



SECOND FLOOR

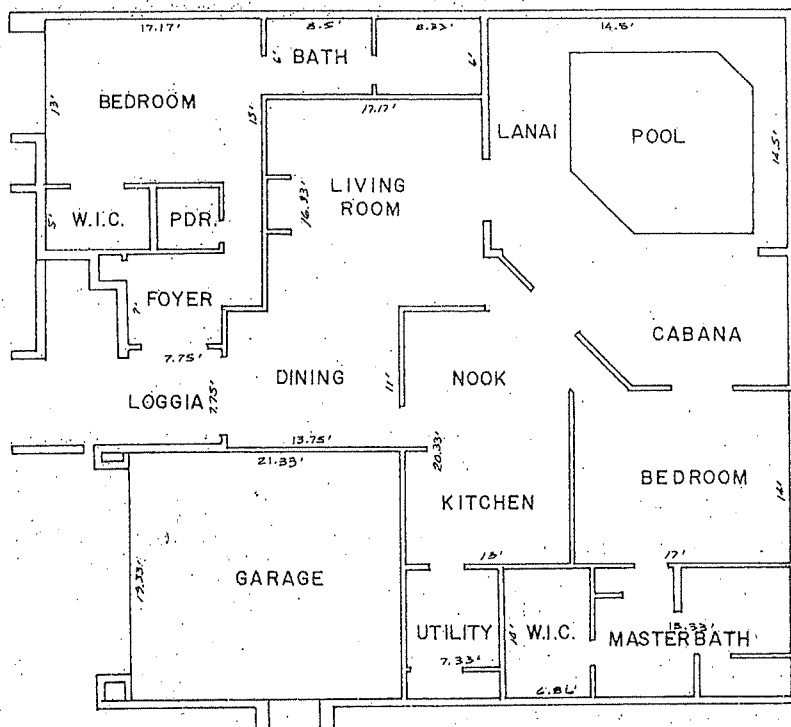


FIRST FLOOR

MODEL B - FLOOR PLANS (TYPICAL)

UNITS : 2105, 2129, 2148, 2142, 2130, 2110, 2102, 2198, 2194, 2170, 2164, 2160

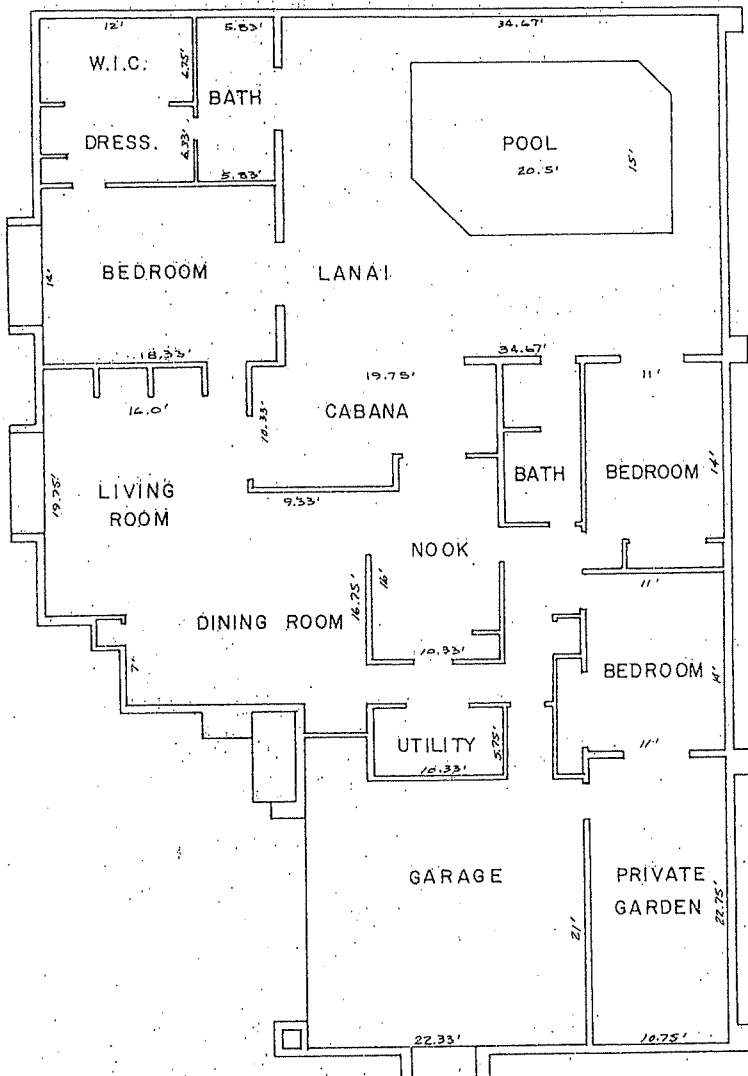
NOTE: All dimensions shown as typical are within one tenth of a foot of the design dimensions and each other.



MODEL C - FLOOR PLAN (TYPICAL)

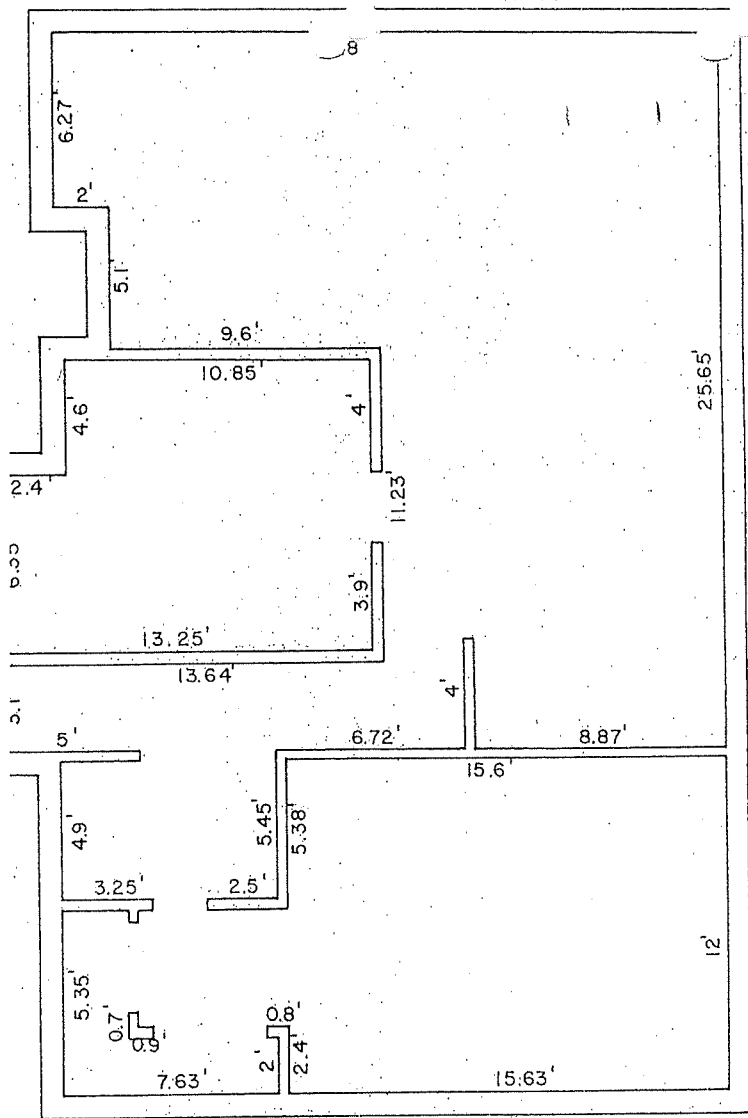
UNITS: 2111, 2115, 2119, 2139, 2141

NOTE: All dimensions shown as typical are within one tenth of a foot of the design dimensions and each other.



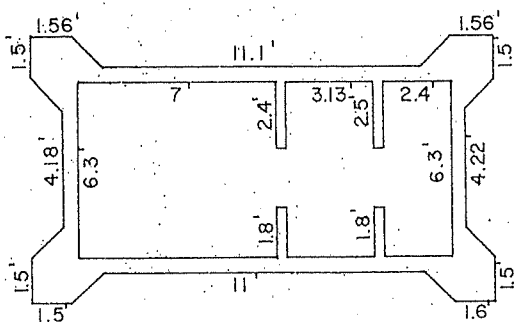
MODEL D - FLOOR PLAN (TYPICAL)

UNITS: 2101, 2121, 2125, 2135



MANAGER'S UNIT FLOOR PLAN

SCALE: 1" = 5'
COMMON ELEMENT

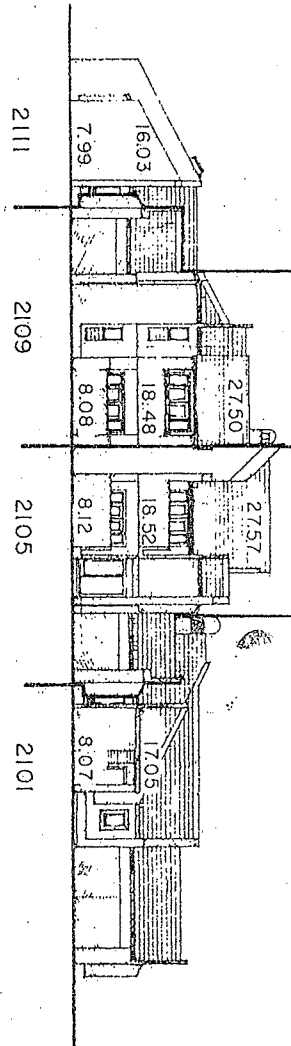


GUARD HOUSE FLOOR PLAN

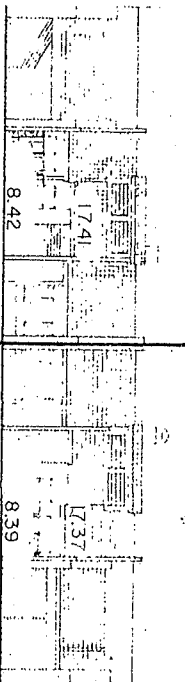
SCALE: 1" = 5'
COMMON ELEMENT

ELEVATIONS - BLDG. 100

VIEW LOOKING SOUTH



NOTE: Upper elevations shown indicate the upper boundary; that is, the plane along the inside of the finished undecorated ceiling of the unit which is closest to the roof.



2119

2115

8.42

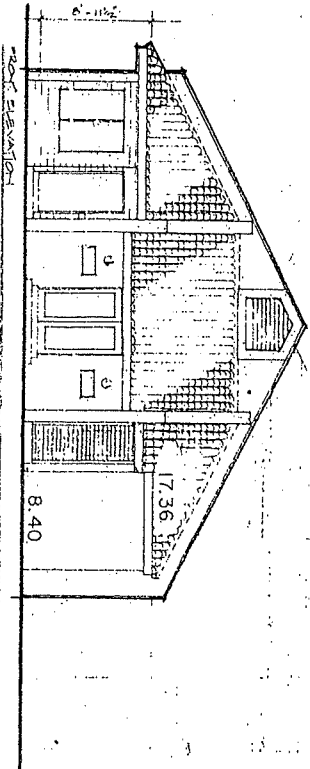
17.41

8.39

17.37

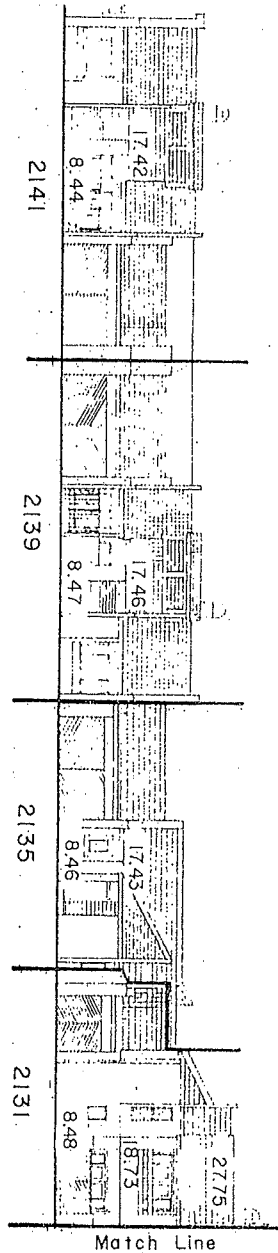
VIEW LOOKING SOUTH

ELEVATIONS - BLDG. 200

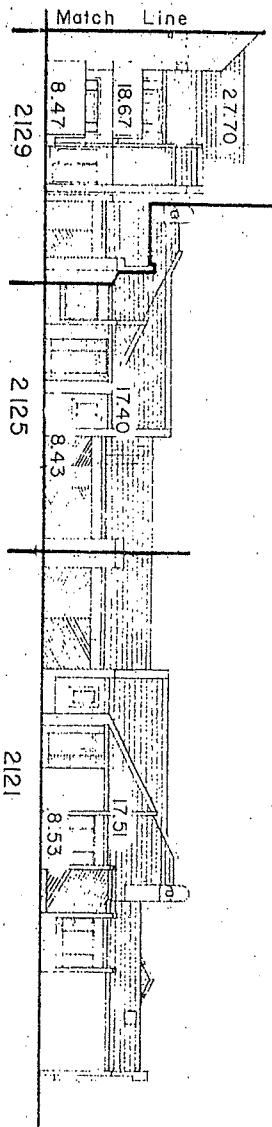


VIEW LOOKING EAST

ELEVATION - MANAGERS UNIT

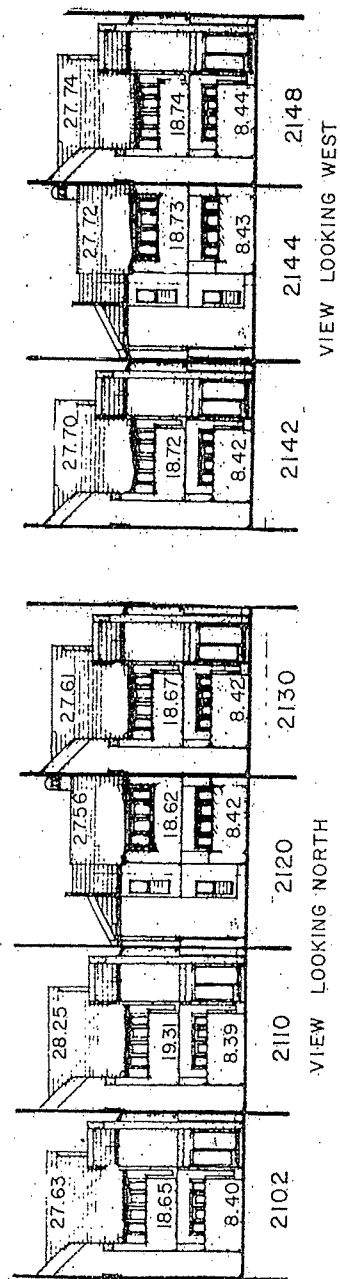


ELEVATIONS - BLDG. 300
VIEW LOOKING EAST

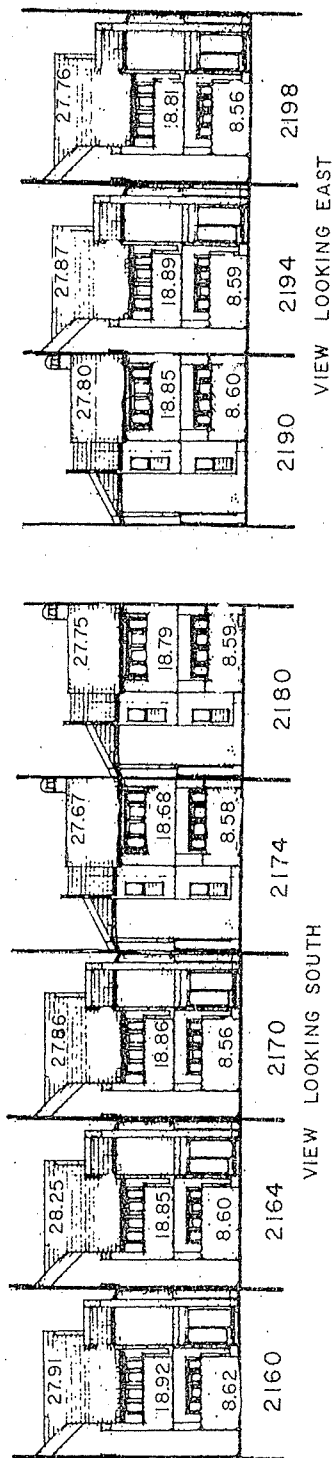


ELEVATIONS - BLDG. 300 (cont.)
VIEW LOOKING EAST

OTE: Upper elevations shown indicate the upper boundary; that is, the plane along the underside of the finished undecorated ceiling of the unit which is closest to the roof.



ELEVATIONS - BLDG. 400



ELEVATIONS - BLDG. 500

TE: Upper elevations shown indicate the upper boundary; that is, the plane along the underside of the finished undecorated ceiling of the unit which is closest to the of.