

PROSPECTUS

THE RIDGEWOOD CLUB, A CONDOMINIUM

This Prospectus is prepared by WICKHAM DEVELOPMENT CORPORATION, a Florida corporation, developer of THE RIDGEWOOD CLUB, a Condominium. Its intent is to describe for purchasers certain features of THE RIDGEWOOD CLUB, a Condominium.

1. Brief Description of the Condominium:

a) Name and location of the condominium.

THE RIDGEWOOD CLUB, a Condominium, is located at 610 N. Wickham Road, Melbourne, Florida 32935, and is the construction of new improvements as condominium units.

b) Description of the property.

1. The Condominium consists of twelve (12) buildings. There are a total of ninety-six dwelling units in said buildings. In Phase One there are six (6) buildings and forty-eight (48) units. There are eight (8) units in each building. All units are equipped with a minimum and maximum of one bathroom and two bedrooms per dwelling unit.

2. The plot plan and survey of the Condominium is located in EXHIBIT 2 of the Declaration of Condominium in the Condominium Documents.

3. The estimated date of completion of construction for Phase One is March, 1985. The estimated date of completion of construction for Phase Two is July, 1988.

c) Maximum number of dwelling units.

The maximum number of dwelling units whose owners, families, guests and tenants will use the facilities in common with the Condominium is ninety-six (96).

2. THE CONDOMINIUM IS CREATED AND THE CONDOMINIUM UNITS ARE BEING SOLD AS FEE SIMPLE INTERESTS.

The owner of a dwelling unit owns his or her unit in many respects as a private home owner owns his or her home. He or she owns the unit in fee simple and is entitled to the exclusive possession thereof subject to the right of entry of the Association for maintenance and repair. Each unit owner is privileged to mortgage his or her private unit pursuant to the terms of the Condominium Documents. Each unit owner is free to sell his or her unit, however, the sale is subject to condominium approval by THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (See Section 14, 17 of the Declaration of Condominium). The unit will be taxed as a separate dwelling for real estate tax purposes. The unit owner is also an owner in common with all other unit owners of all parts of the property of Phases One and Two other than the private dwelling units and driveways, including, but not limited to easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for furnishing utility services to the units and the Common Elements, easements of support and personal property held and maintained for the joint use and enjoyment of all the unit owners. Assigned parking areas for Limited Common Elements and each unit shall carry with it the exclusive right to use one parking space which shall be designated and assigned to the unit in the initial instance by the Developer. Subsequent sales of units shall include the right to use of the designated parking space as an appurtenance to the unit. All undesignated parking areas are Common Elements. Common Elements may not be partitioned.

3. In addition to the structural elements of the Condominium, a description of each commonly used facility, including recreational facilities that will be used only by the unit owners, their families, guests and tenants, indicating its intended purposes, approximate floor size, approximate capacity in numbers of people and location within THE RIDGEWOOD CLUB, A Condominium is set forth

Schedule A hereinbelow:

SCHEDULE A

a) Rooms, Building or Areas and their Purposes

	<u>Location</u>	<u>Approx. Floor Area</u>	<u>Approx. Capacity</u>
Recreation Building	Approximately in the easterly section of the condominium project	928	
Patio Area		26' X 24'	60
Meeting Room		16' X 26'	100
Kitchen		3' X 9.5'	3
Inside Storage Room	In Recreation Building	3' X 4'	3
Outside Storage Room		7' X 14'	3
Rest Room (Men)	In Recreation Building	9.5' X 10'	3
Rest Room (Ladies)	In Recreation Building	9.5' X 10'	2
RV Parking Space	-----	-----	-

b) Swimming Pool

	<u>Location</u>	<u>Approximate Size and Depth</u>	<u>Approximate Deck-Size</u>	<u>Approx. Capacity</u>
Recreation Area	Next to Building	20' X 40' 20,000 gallons 3'-6' deep	2,000 sq. ft.	30

c) Personal Property

<u>Description</u>	<u>Approximate number of each item</u>	<u>Location</u>
NOT TO EXCEED \$5,000.00		

d) It is estimated that the facilities will be available for use by the unit owners on or before July 1, 1987.

e) There are no rooms or other facilities described in this prospectus which are NOT to be owned by the unit owners and/or the Association.

f) The developer has no plans to provide additional facilities not described above.

4. There are no recreational or other facilities that will be used in common with other condominiums. This being a Phase Development, the recreational areas are for the benefit of units in Phase One and Two.

5. There are no recreation leases or associated club memberships EXCEPT HOWEVER, that owners of each unit by taking title to their unit become members of the Condominium Association.

6. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE. The Developer retains the right to lease any units not sold.

7. THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC. shall manage the affairs of the Condominium, including maintenance and operation of the Condominium property and of any other property that will serve the unit owners of the Condominium property. Membership in the Association is established by acquiring ownership of THE RIDGEWOOD CLUB, A CONDOMINIUM unit. No share, certificate or other evidence of membership shall be issued. Upon acquiring such title and notice thereof to the Association, the unit owner is listed on the membership roles of the Association. Membership cannot be assigned, hypothecated or transferred in any manner except in connection with the transfer of a Condominium unit. The affairs of the Association shall be managed by a Board of Administration. The first Board of Administration shall consist of three administrators, and thereafter the membership of the Board shall consist of not less than three administrators.

Each unit owner regardless of the unit owned or the share in the Common Elements appurtenant thereto, will have one vote for each unit owned by him or her. Notwithstanding the foregoing, the Developer has the right to designate the membership of the initial Board of Administration.

Contracts for management, maintenance and operation of the Association and the Condominium property which have terms in excess of one year are set forth in SCHEDULE B hereinbelow:

SCHEDULE B

<u>Names of Contractors</u>	<u>Term of Contract</u>	<u>Nature of Services</u>	<u>Comp Comp</u>	<u>Ann Incr.</u>	<u>Copies in Exh.</u>
None					

8. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (See Articles of Incorporation of THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, Articles VI and X).

9. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED by requiring Association approval (See Declaration of Condominium, paragraph 11 et SEC)

10. CAVEAT: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES UNLESS THEY ARE STATED IN WRITING BY THE DEVELOPER.

11. USE RESTRICTIONS

The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the buildings or units are in useful condition and exist upon the land. The use restrictions that immediately follow are found in paragraph 10 of the Declaration of Condominium. Examples of such use restrictions are hereinafter stated:

Units: Each of the Units shall be occupied only by an owner, his family, his servants and guests, or his lessees and their servants and guests as a residence and for no other purpose. See also Article 10.8 relative to lessees which is incorporated herein by reference.

Except as reserved to Developer, no Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the unit to be affected thereby.

Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit building without the prior written consent of the Board of Administration of the Association.

No clotheslines or similar devises shall be allowed on any patios or balconies of the Condominium property, or any other part of the Condominium property, without the prior written consent of the Board of Administration of the Association.

No unit owner shall make, allow or cause to be made any structural addition or alteration to his unit or to the Common Elements without the prior written consent of the Association.

Common Elements and Limited Common Elements: The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended.

Nuisances: No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the Common Elements which will increase the rate of insurance upon the Condominium property. X

Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and, all valid laws, zoning ordinances and regulations and health codes of all governmental bodies having jurisdiction thereof 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 maintenance and repair of the property concerned. X

Signs: No signs shall be displayed from a unit or on common property except such signs as shall have advance written approval by the Developer or the Association. X

Rules and Regulations: Reasonable rules and 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 and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit "5" of the Declaration.

Proviso: Provided, however, that until Developer has completed all of contemplated improvements and closed the sales of all of the Units of the Condominium, neither the unit owners nor the Association nor the use of the Condominium property shall interfere with the completion of all contemplated improvements and the sale of all units within and Developer may make such use of

the unsold units and common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

In addition to the above restrictions, paragraph 6 of the Declaration of Condominium provides that there shall be no partition of any unit or a part of the Common Elements and any attempt to do so shall be null and void.

In addition, paragraph 9.2 of the Declaration of Condominium provides that the unit owner shall not paint or otherwise decorate or change the appearance of the exterior of the unit building and paragraph 9.3 of the Declaration of Condominium provides that the unit owners shall not make any alteration or remove any portion of the building without first obtaining approval in writing of all the owners of the units of the building affected and the Board of Administration.

12. UTILITY AND OTHER SERVICES:

Utility and other services shall be provided to THE RIDGEWOOD CLUB, A Condominium by the following providers, including, but not limited to:

<u>SERVICE</u>	<u>PROVIDER</u>
Electricity	Florida Power and Light
Water and Sewage	City of Melbourne
Trash Collection	Harris Sanitation

13. APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS.

Both the percentage of ownership of the Common Elements and the responsibility for payment of the common expenses were apportioned equally to each unit based on the total number of units in the Condominium. Said percentage will change as each subsequent phase to the Condominium is added. Assessments are levied by the Condominium Association in accordance with Article 17 of the Declaration of Condominium. Exhibit "4" to the Declaration sets forth the percentages or fractions and the changes as subsequent phases are added.

14. BUDGET:

An estimated operating budget for the Condominium and the Association and a schedule of the unit owner's expenses are attached as Exhibit "8" to the Declaration.

15. ESTIMATED CLOSING EXPENSES:

A schedule of estimated closing expenses to be paid by the Buyer or lessee of a unit is attached as Exhibit 11 to the Prospectus.

16. RESERVE ACCOUNTS:

The Developer has funded a reserve account for capital expenditures and deferred maintenance of certain components of the Condominium. There are no warranties unless specified in writing and no surety bond has been posted.

17. PLAN OF PHASE DEVELOPMENT:

A. (1) The Developer is developing the land according to a plan of development (the "Plan") as set forth in Article 26 of the Declaration of Condominium as provided for by Section 718.403 of the Act. The Phase One land and improvements thereon, as described on the Phase One Survey constitute the first phase ("Phase One") of the Condominium. In addition to Phase One, the Developer anticipates that certain other portions of adjacent land and any improvements now or hereafter located thereon (which is hereinafter referred to as "Phase Two") may, by an amendment to the Declaration, executed by the Developer also as provided in Section 718.403(6) of the Act ("Amendment"), be added as part of the Condominium pursuant to the Declaration. If and when Phase Two is added and made a part of the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the portions of the adjacent property, improvements thereon, including the units, the Common Elements and all

easements and rights appurtenant thereto which are intended for use in Phase Two.

(2) Attached to the Declaration and made a part thereof as Exhibit "2" is the Plot Plan which shows the configuration of Phases One and Two, their locations on the land and the improvements to be located thereon. If and when Phase Two is completed and submitted to Condominium ownership, the Condominium will consist of twelve (12) buildings (referred to as the "Buildings") containing a total of ninety-six (96) units.

(3) Phase Two, when and if submitted to Condominium ownership by the recording of an amendment shall consist of the portion of the adjacent land more particularly described in Exhibit "1a" attached to the Declaration and made a part hereof (the "Phase Two Land"), and those improvements including, but not limited to, the buildings and parking facilities more particularly set forth on the "Phase Two Survey".

B. There are reflected on the Phase Two Survey certain areas designated as "Limited Common Elements". These Limited Common Elements are Common Elements which are reserved for the exclusive use of the unit owners in Phase Two, their family members, invitees, licensees and guests. The Association shall be responsible for the maintenance, repair or replacement of the Limited Common Elements and all unit owners in the Condominium shall be assessed for such maintenance, repair or replacement in the same manner as with all other Common Elements.

C. The number and general size of the units to be included in Phase Two, if and when submitted to Condominium ownership by the recording of an amendment, are described on Exhibit "2" to the Declaration of Condominium and are made a part thereof.

D. Exhibit "4" lists the percentage ownership in the Common Elements of each unit in the Condominium if and when Phase Two is added by the amendment.

E. Completion of Phase Two will have the impact of increasing the number of units in the Condominium and consequently the number of persons using the Common Elements. Phase Two unit owners are specifically authorized to use the Common Elements of the Condominium and shall have one (1) vote in the Association for each unit owned.

F. The latest date of completion of Phase Two, if submitted to Condominium ownership by amendment, is July 1, 1988.

G. The Developer shall notify all unit owners of the commencement of construction of Phase Two. However, Developer reserves the absolute right, in its sole discretion, not to develop and add Phase Two. In the event that Developer decides not to add Phase Two, Developer shall give notice of such decision to all unit owners and shall also file amongst the Public Records of Brevard County, Florida, a statement that Developer has terminated THE RIDGEWOOD CLUB PLAN ("Termination Statement") which statement shall set forth the total number of units in the Condominium. The effect of filing the termination statement shall be that the portion of the land not submitted to Condominium ownership pursuant to THE RIDGEWOOD CLUB PLAN as of the filing of the termination statement shall not become part of the Condominium. Any notice required by the provisions of this paragraph shall be by certified mail addressed to each unit owner at the address of his unit or at his last known address as set forth on the books of the Association.

H. Notwithstanding anything contained in this Declaration

to the contrary, no portion of Phase Two shall be affected or encumbered by the Declaration unless and until the amendment is recorded amongst the Public Records of Brevard County, Florida.

I. Time share estates shall not be created with respect to units in any phase of THE RIDGEWOOD CLUB, A CONDOMINIUM.

18. THE DEVELOPER:

The developer, WICKHAM DEVELOPMENT CORP., a Florida corporation, is a corporate entity expressly formed to develop and market these condominium units. The principals in said corporation are Marvin Helf and Stuart Feiner. The aforesaid individuals either individually or through corporate entities have built over approximately 6,000 living units in the states of Florida, Ohio and West Virginia. In 1972, the aforesaid built in Sandalfoot Cove (West Boca Raton) the Isle of Sandalfoot, a condominium, a 4-story multi-building condominium having 610 units.

executed copy of the proposed contract to sell.

(b) 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 the name and address of the intended lessee and such other information as the Association may reasonably require, and an executed copy of the proposed lease, which should specify that it is conditioned upon compliance with this Declaration of Condominium as well as rules and regulations established by the Condominium Association.

(c) Gift, Devise, Inheritance;

Other Transfers. A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to Give Notice. If the notice to the Association herein requested is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice-President and Secretary or by the President or a Vice-President and having a corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Brevard County, Florida, at the expense of purchaser, said approval to be in the form as Exhibit "9" of the Declaration.

(b)

Gift, Devise, Inheritance: Other Transfers. If the unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the unit owner and shall be recorded in the Public Records of Brevard County, Florida, at the expense of the unit owner.

11.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

11.7 Notice of Lien or Suit.

A. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of said lien.

B. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect the title of his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale. ✓

11.8 Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following provisions:

1. Decision. The decision of the Association to purchase a unit shall be made by its Administrators, without approval of its members except as hereinafter provided. ✓

2. Limitation. If at any one time the Association be the owner or agreed purchaser of two or more units, it may not purchase any additional unit without the prior written approval of eighty (80%) percent of 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 therefore does not exceed the cancellation of such lien. X

C. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by the Association.

12. Parking Spaces. The following provisions will be applicable to the transfer and assignment of Parking Spaces:

12.1 Assignment of Parking Spaces. Each unit is assigned a parking space as a Limited Common Element which is identified, described and located on Exhibit "2" (Plot Plan). Upon the conveyance by the Developer of such parking space in the Limited Common Elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge therefore by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against a unit as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all units for purposes of assessment. Upon such conveyance, the owner of the unit to whom such conveyance is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of or passing of title to the unit to which a parking space conveyance is made, such interest in the Limited Common Element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such unit. Parking spaces designated as Guest Parking Spaces shall be a part of the Common Elements and shall be under the control and jurisdiction of the Condominium Association except that no Guest

Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium provided in Paragraph 19.

12.2

Restrictions on Separate Transfer of Parking Spaces. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the unit to which it is appurtenant.

13. Easements. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium. The Developer reserves unto itself the right to amend these documents to provide for easements in Phase Two of the Condominium such as those easements delineated in Paragraph 13 through 13.10.

13.1 Utilities. As may be required for utility services in order to adequately serve the Condominium, provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

13.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lands, and walks, as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes; such easement shall be for the use and benefit of the unit owners, the Seller as defined herein and all those claiming by, through and under the aforesaid; provided, however, nothing herein shall be construed to give or to 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 and assigned for parking purposes and further provided that nothing herein shall be construed to give or create a public right-of-way.

13.3 Support. Every portion of a unit contributing to the support of the unit building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and Common Elements in the building.

13.4 Perpetual Non-Exclusive Easement in Common Property. The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners..

This easement shall not apply to the Unit Building and the real property contained therein prior to the improvements therein and thereon having been completed by the Developer.

13.5 Right of Entry Into Private Dwelling in Emergencies. In case of emergency originating in or threatening any units, regardless of whether the owner is present at the time of such emergency, the Board of Administration of the Association,

or any other person authorized by it, or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control, of the Association a key to such unit.

13.6 Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Property, the owner of each unit shall permit other owners or their representative, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Easement for Unintentional and Non-Negligent Encroachments. In the event that any unit shall encroach upon any Common Elements or upon any other apartment for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment onto the Common Element or other apartment for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Element shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the Common Element into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space. An exclusive easement exists for the use of the air space occupied by the Condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9 Easements Exist for Encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium unit.

13.10 Easements Exist for Overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium units or any of them.

14. Association. In order to provide for the efficient and effective administration of this Condominium by the owners of units, a non-profit corporation known and designated as The Ridgewood Club Condominium Association, Inc. has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, By-Laws and the rules and regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "6".

14.2 The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit "7".

14.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be

liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the element or actions of other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5 Approval or Disapproval of Matters. Whenever the decision of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership. The record owners of all units in this Condominium shall be members of the Association and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a Condominium unit in said condominiums, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Brevard County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded Deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated. Membership shall be subject to the forms of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

14.8 Availability of Records. The Association shall be required to make available for inspection, upon request, during normal business hours to unit owners, lenders and holders, insurers or guarantors of any first mortgages current copies of the Declaration, By-Laws, Rules, books, records and financial statements of the Association.

15. Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the unit owners shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees or unit owners and the unit owners appoint the Association or any Insurance Trustee with whom such Association may enter into an Insurance Trust Agreement or any successor trustee as attorney-in-fact for the purpose of purchasing and maintaining insurance, collection and disposition of proceeds, negotiations of losses, execution of releases and documents, and all other acts necessary to accomplish such purpose. Such coverage shall include Directors or Administrators liability coverage. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be such as are commonly acceptable to prudent lenders generally, must be written by insurance carriers

authorized to do business in the State of Florida, and with offices or agents in Brevard County, Florida, having a Best's Key Rating class of VI or better, and must provide that they may not be cancelled or modified without 10 days prior written notice to the Association and each scheduled first mortgagee. Endorsements to the mortgagees shall be held in the custody of the mortgagees.

15.2 Coverage.

1. Casualty. All buildings and improvements upon the land including units and all personal property of the Association included in the Condominium property are to be insured in an amount equal to one hundred (100%) percent of the replacement value, excluding foundations and excavation costs, as determined annually by the Board of Administration of the Association, and all such insurance must be obtained, if possible, from the same company. Policies must provide a waiver of the right of subrogation against unit owners individually, must not be prejudiced by any act or neglect of individual unit owners not in control of the owners collectively, and must be primary in the event a unit owner has other insurance covering the same loss. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism, malicious mischief, and Director's Liability Insurance.

(c) If the Condominium is ever determined to be located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, the Association must obtain and pay for premiums on a master or blanket policy of flood insurance on the building and the insurable property in an amount not less than the maximum coverage available on any insurable property within a designated flood hazard area, or 100% of current replacement cost of such buildings and other insurable property.

(d) Coverage shall not be less than One Million (\$1,000,000.00) Dollars for bodily injury.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

3. Workmen's Compensation as shall be required to meet the requirements of the law.

15.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured. All insurance policies purchased by the Association shall be in the name of The Ridgewood Club Condominium Association, Inc. for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to the Association in trust for the purposes elsewhere stated herein and the benefit of the unit owners and their mortgagees in the following shares: (See Exhibit "4" to this Declaration), but which shares need not be set forth in the records of the Association.

1. Common Elements. Proceeds on account of Common Elements shall be held in as many undivided shares as

there are units in the Condominiums, the shares of each unit owner being the same as his share in the Common Elements, as same as hereinabove stated.

2. Units. Proceeds on account of units shall be held in the following individied shares:

(a) Partial Destruction. When the buildings are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered in each unit owner.

(b) Total Destruction. When there is total destruction or when the buildings are not to be restored, to the owners of all units on the buildings, each owner's share being in proportion to his share in the Common Elements appurtenant to his unit.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings.

15.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. 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 costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial 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.

2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance 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.

3. Certificate. In making distribution to unit owners and their mortgagees, the Association may rely upon the certificate of the Secretary as to the names of the unit owners and their respective shares of the distribution.

4. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance.

15.6 Fidelity Bonds. The Association shall acquire, maintain and pay for fidelity bonds for all officers, administrators, trustees and employees of the Association and for all other persons responsible for the funds of the Association in such amounts as shall be determined in the best business judgment of the Board of Administration. Such bonds shall not be less than the maximum amount of funds, including reserves, in custody of the Association or its agent, at any given time and in no event shall it be less than the aggregate of three (3) months assessments on all units plus reserve funds.

1. Fidelity bonds shall name the Owners Association as an obligee;

2. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

3. The premiums on all bonds required herein for the Owners Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Owners Association as a common expense;

4. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Owners Association, or, if a condominium project, to any Insurance Trustee and each Servicer in behalf of FNMA.

16. Reconstruction or Repair - After Casualty.

16.1 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:

1. Common Element. If the damaged

improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided herein that the Condominium shall be terminated. See Article 21 and Article 16.A(1).

2. Unit Building.

(a) Lesser Damage. If the damaged improvement is a part of the unit building, and if units to which fifty (50%) percent or less of the Common Elements or appurtenances are found by the Board of Administrators of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major Damage. If the damaged improvement is part of the building, and of units to which more than fifty (50%) percent of the Common Elements or appurtenances are found by the Board of Administrators to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction and repair.

3. Certificate. The Association may rely

upon a Certificate of the Board made by the President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the Declaration and the original plans and specifications unless other action is approved by the Board of Administration of the Association, and eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

16.3 Partial Condemnation or Destruction. In any partial condemnation or partial destruction where a reallocation of interest in the common areas is required, no reallocation shall be effected without the prior approval of eligible holders holding mortgages on all remaining units existing in whole or in part, and having at least fifty-one (51%) percent of the votes of such remaining units subject to eligible holder mortgages.

16.4 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and casualty shall be that of the Association.

16.5 Estimates 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 rebuild or repair.

16.6 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of construction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs hereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.

16.7 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

16.8 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than Two Thousand Dollars (\$2,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association in accordance with the provisions herein. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums

deposited with the Association from collections 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:

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Association to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

(b) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Two Thousand Dollars (\$2,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Two Thousand Dollars (\$2,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(d) 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 reconstruction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. The certificate of the Association made by its President and Secretary as to any or all sums paid by unit owners upon assessments deposited to the Association, as to disbursements from the construction fund upon order of the Association and approval of an architect if required, and upon disbursements made from the reconstruction fund, and whether surplus funds to be distributed are less than the assessment paid by the owners may be relied upon; provided, that when a mortgagee is herein required to be named as payee, the Association shall also name any such mortgagee as payee of any distribution of insurance proceeds to a unit owner 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 reconstruction fund, so required, the approval of an architect named by the Association shall first be obtained by the Association for disbursements in payment of costs of reconstruction and repair.

16.9 Condemnation. The Association shall have the sole right to and shall represent the unit owners in any condemnation proceedings, negotiations, settlements and agreements with respect to the common areas of any part thereof.

The Association or any Trustee appointed by the Association shall receive the award or proceeds of settlement in condemnation, for the use and benefit of the unit owners as their interests may appear.

17. Assessments. The Association through its Board of Administration shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expense and shall assess the members for said sums. Assessments shall be collected on a monthly basis, or specially, and the making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

17.1 Share of the Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being heretofore set forth. The Association shall establish and maintain out of regular assessments for common expenses an adequate reserve fund for periodic maintenance, repair and replacement of improvements which the Association is obligated to maintain. A unit owner, regardless of how title is acquired, including without limitation, a purchase at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

17.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use for enjoyment of any common element or by abandonment of the unit for which the assessment is made.

17.3 Interest, Application of Payments. Assessments and installments on such assessments paid more than ten days after date when due as otherwise set forth in the documents or established by the Board of Administration pursuant to its authority, shall bear interest, at the highest rate permitted by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments. The Association shall have a lien on each Condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such Condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use, charges and operation costs likewise referred to as common expenses. PROVIDED, HOWEVER, that the lien, fees, late charge, fines and interest in connection with unpaid assessments shall be subordinated to the lien of the first mortgagee on any unit from and after the date of recordation of the first mortgagee's interest in any unit.

17.5 Collection and Foreclosure. The Board of Administration may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien

shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium unit and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

17.6 Developer is excused from payment of the share of common expenses and assessments related to units owned by the Developer for that period of time subsequent to recordation of the Declaration of Condominium terminating the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium unit herein occurs, pursuant to Florida Statute 718.116(8)(a). The Developer shall pay the portion of the common expenses incurred during said four (4) month period which exceed the amount assessed against other unit owners.

17.7 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional mortgage of record or other purchaser of a unit, obtains title to a Condominium unit as a result of foreclosure of the institutional mortgage, or when an institutional mortgagee of record accepts a deed of said Condominium unit in lieu of foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium unit or chargeable to the former unit owner of such unit which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Said unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquiring title, whether as a result of foreclosure, or by acceptance of a deed to the Condominium unit in lieu of foreclosure. The new owner by virtue of the acquisition of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a Condominium unit hereunder. However, any person who acquired any interest in a unit, except through foreclosure of an institutional mortgage of record, as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the unit or the Common Elements until such time as all unpaid assessments due and owing by the former owner have been paid.

17.8 Assignment of Claim and Lien Rights. The Association acting through its Board of Administration shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Owner, or to any unit owner or group of unit owners, or to any third party.

17.9 Unpaid Assessments - Certificates. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Condominium unit. The holder of a mortgage or other lien shall have the same right as to any Condominium unit upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

17.10 Working Capital Fund. Each unit owner purchasing from Developer shall contribute two (2) months estimated working capital to the Association at time of closing.

The Developer shall contribute the two (2) months contribution to the working capital fund within sixty (60) days after the date of the conveyance of the first unit, for each unsold unit. Developer shall be reimbursed for said contribution by each successive sale of the units for which he has made the required contribution hereunder. Successive purchasers from original purchasers shall reimburse original purchasers for the contribution to working capital and the owners shall not be given a hiatus in payments based upon the said two months contribution herein.

18. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

18.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the Common Elements.

18.2 Costs and Attorneys Fees. In any proceeding arising because of alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents 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 attorneys fees as may be awarded by the Court.

18.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce covenants, restrictions 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 waiver of the right to so do thereafter.

19. Amendment to Declaration. Except for the rights of the Developer and as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

19.1 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.

19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the Board of Administration and not by less than seventy-five (75%) percent of the votes of the entire membership of the Association; and approval of eligible holders holding mortgages on unit estates which have at least sixty-seven (67%) percent of the votes of units subject to eligible holder mortgages; or

2. Not less than eighty (80%) percent of the votes of the entire membership of the Association; and approval of eligible holders holding mortgages on unit estates which have at

least sixty-seven (67%) percent of the votes of units subject to eligible holder mortgages; or

3. Until the Developer transfers control of the Association to the unit owners, only by approval of all of the Administrators, provided the amendment does not increase the number of the units or alter the boundaries of the common elements and provided the Developer assents to the amendment.

4. Any amendment adopted pursuant to the provisions of paragraph 19.2 shall not materially adversely affect the property rights of unit owners.

19.3 Proviso. No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and, no amendments shall change any unit's share in the Common Elements, and other of its appurtenances or increase the owner's share of the common expenses except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair - After Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

19.4 Approval in Absence of Response. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

19.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

20. Developer's Units and Privileges.

20.1 The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units, and appurtenances comprising this Condominium. Therefore, the Developer until ~~all~~ of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the Condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain models, have signs, have staff employees, maintain offices, use the Common Elements and show units. Any sales office, signs, fixtures or furnishing or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

20.2 Notwithstanding anything in this Declaration to the contrary during the period of time subsequent to recording the Declaration of Condominium terminating the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium unit herein occurs, the units owned by the Developer shall not be subject to

assessments as provided for in this Declaration of Condominium except that Developer shall pay the portion of common expenses incurred during said period which exceed the sum assessed against other unit owners. Developer shall collect from each unit owner upon closing, any contributions made by Developer to the Association any contributions made by Developer to the Association for the "working capital fund" equivalent to two month's estimated maintenance for each unit purchased by the unit owners.

20.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in The Ridgewood Club, a Condominium.

21. Termination. The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act.

21.1 Destruction. In the event that it is determined in Article 16.1(2) that the unit buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated, provided, however, that each unit owner's share in the surplus or in any proceeds of insurance and in the underlying land shall be distributed to the unit owners and their mortgagees according to their prorata interest therein as established under the pre-existing condominium form of ownership. Provided, further than the Association shall serve as Trustee for the member/unit owners until full distribution of all assets is made. Provided further that such termination shall require the approval of eligible holders holding mortgages on unit estates which have at least fifty-one (51%) percent of the votes of unit estates subject to eligible holder mortgages, and the consent of unit owners having sixty-seven (67%) percent of the votes in the Association.

21.2 Agreement. The Condominium may be terminated by the approval in writing of all of the owners of the unit therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than ninety (90%) percent of the Common Elements, and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by personal delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

2. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by

the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

21.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Brevard County, Florida.

21.4 Shares of Owners After Termination. Upon the termination of the Condominium, unit owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' unit prior to the termination.

21.5 Amendments. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon units.

22. Rights of Eligible Mortgage Holders, Insurers or Guarantors. Upon written request to the Owners Association identifying name and address of the holder, insurer or guarantor and the unit number, any such eligible mortgage holder, insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss of any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor as applicable;

B. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

C. Any lapse, cancellation or material modifications of any insurance policy of fidelity bond maintained by the Owners Association;

D. Any proposed action which would require the consent of specific percentage of eligible mortgage holders as specified herein;

E. Upon written request, an audited financial statement for the immediately preceding fiscal year, at no cost to the requested party. Such statements shall be furnished within a reasonable time following such request.

23. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every

part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, or his heirs, executors, personal representatives and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

24. Severability and Invalidity.

24.1 The invalidity in whole or in part of any covenant or restrictions of any section, subsection, sentence, clause, phrase, or word, or other provisions of the Declaration of Condominium, the Articles of Incorporation, By-Laws, Rules and Regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

24.2 In the event any court shall hereafter determine that any provision of the Declaration of Condominium as originally drafted, or as amended, violate the rule against perpetuities or any other rules of law because of the duration of the period involved, and period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to a maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

25. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the operation of a condominium in accordance with the laws made and provided for same: Chapter 718 of the Florida Statutes.

26. Plan Of Phase Development.

A. (1) The Developer is developing the land according to a plan of development as provided for by Section 718.403 of the Act. The Phase One land and improvements thereon, as described on the Phase One Survey, constitute the first phase ("Phase One") of the Condominium. In addition to Phase One, the Developer anticipates that certain other portions of adjacent land and any improvements now or hereafter located thereon (which is hereinafter referred to as "Phase Two") may, by an amendment to the Declaration, executed by the Developer alone as provided in Section 718.403(6) of the Act ("Amendment"), be added as part of the Condominium pursuant to the Declaration. If and when Phase Two is added and made a part of the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the portions of the adjacent property, improvements thereon including the units, the Common Elements and all easements and rights appurtenant thereto which are intended for use in Phase Two.

(2) Attached to the Declaration and made a part thereof as Exhibit 2 is the Plot Plan which shows the configuration of Phases One and Two, their locations on the land and the improvements to be located thereon. If and when Phase Two is completed and submitted to condominium ownership, the total Condominium will consist of twelve (12) buildings (referred to as the "Buildings") containing a total of ninety-six (96) units.

(3) Phase Two, when and if submitted to condominium ownership by the recording of an amendment shall consist of the portion of the adjacent land more particularly described in Exhibit 1a attached to the Declaration and made a part hereof (the "Phase Two Land"), and those improvements including, but not limited to, the buildings and parking facilities more particularly set forth on the "Phase Two Survey".

B. There are reflected on the Phase Two Survey certain areas designated as "Limited Common Elements".

These Limited Common Elements are Common Elements which are reserved for the exclusive use of the unit owners in Phase Two, their family members, invitees, licensees and guests. The Association shall be responsible for the maintenance, repair or replacement of the Limited Common Elements and all unit owners in the Condominium shall be assessed for such maintenance, repair or replacement in the same manner as with all other Common Elements.

C. The number and general size of the units to be included in Phase Two, if and when submitted to condominium ownership by the recording of an amendment, are described on Exhibit 2 and made a part hereof.

D. Exhibit 4 lists the percentage ownership in the Common Elements of each unit in the Condominium if and when Phase Two is added by the amendment.

E. Completion of Phase Two will have the impact of increasing the number of units in the Condominium and consequently the number of persons using the Common Elements. Phase Two unit owners are specifically authorized to use the Common Elements of the condominium and shall have one (1) vote in the Association for each unit owned.

F. The latest date of completion of Phase Two, if submitted to condominium ownership by amendment, is _____.

G. The Developer shall notify all unit owners of the commencement of construction of Phase Two. However, Developer reserves the absolute right, in its sole discretion, not to develop and add Phase Two. In the event that Developer decides not to add Phase Two, Developer shall give notice of such decision to all unit owners and shall also file amongst the Public Records of Brevard County, Florida, a statement that Developer has terminated The Ridgewood Club Plan ("Termination Statement"), which statement shall set forth the total number of units in the condominium. The effect of filing the termination statement shall be that the portion of the land not submitted to condominium ownership pursuant to The Ridgewood Club Plan as of the filing of the termination statement shall not become part of the Condominium. Any notice required by the provisions of this paragraph shall be by certified mail addressed to each unit owner at the address of his unit or at his last known address as set forth on the books of the Association.

H. Notwithstanding anything contained in this Declaration to the contrary, no portion of Phase Two shall be affected or encumbered by the Declaration unless and until the amendment is recorded amongst the Public Records of Brevard County, Florida.

I. Time share estates shall not be created with respect to units in any phase of The Ridgewood Club Condominium.

IN WITNESS WHEREOF, THE WICKHAM DEVELOPMENT CORPORATION, a Florida Corporation, has caused this Declaration of Condominium to be signed in its name by its officers on the _____ day of _____, 1984.

Signed, sealed and delivered
in the presence of:

THE WICKHAM DEVELOPMENT CORP.
a Florida Corporation

By: President

Attest:

By: Secretary

(CORPORATE SEAL)

On this day personally appeared before me the undersigned authority, and _____, the President and Secretary respectively of THE WICKHAM DEVELOPMENT CORPORATION, a Florida Corporation, respectively and acknowledged before me that they executed the foregoing Declaration of Condominium as and that the foregoing instrument is the act and deed of THE RIDGEWOOD CLUB.

WITNESS my hand and official seal this _____ day of
, 1984.