

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".

10.7 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of this 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 same 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.

10.8 Leasing. Entire units may be leased, provided the occupancy is only by the lessee, his family, servants and guests and further provided that all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are applicable to and enforceable against any person or persons occupying a unit to the same extent as to the unit owner.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any unit owner other than the Owner and Seller shall be subject to the following provisions so long as the Condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe.

11.1 Transfer Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to another unit owner. ✓

2. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

3. Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice of Association.

(a) Sale. A unit owner intending to make a bona fide sale 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 purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an

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, except as set forth in Article 10.5 hereinafter.

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

5. 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.

6. There are Restrictions relative to keeping pets in the condominium and a Pet Permission Agreement, in writing, signed by the Association is required for each pet allowed. The term pet includes all types of animals. Pets must be carried or kept on a leash and are not permitted to commit a nuisance. These restrictions are found in Paragraph 4 of the Rules and Regulations.

7. There are Restrictions relative to children and the number of persons residing in the condominium in that reasonable supervision must be exercised when children are playing on the grounds and there shall be no more than two children per bedroom and no more than two persons per bedroom.

10.2

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.

10.3

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 in or shall any fire hazard be 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.

10.4

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.

10.5

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 Board of Administration of the Association, PROVIDED, however, that the Developer reserves the right to post any and all signs while the Developer retains ownership of any unit or portion of the Condominium property and such right may be exercised without the prior approval of the Board of Administration of the Association. See Article 20 hereinafter.

10.6

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

(b) Developer reserves the right to alter the boundaries between the units so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the Common Elements and Limited Common Elements, so long as the Developer owns the apartments abutting the common elements and limited common elements where the boundaries are being altered; provided no such change shall be made without amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee of the condominium parcel or elements affected, where the said parcels or elements are encumbered by individual mortgages or where they are included in an overall mortgage on the condominium property, and such amendment shall not require the approval of the unit owners of the Association.

9.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer (until it relinquishes its control) or any unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions, or the Association shall have the right to assess the unit owner and the unit for the necessary sum to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this Section, the Developer, until it relinquishes its control, and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

X 9.4 Consent to Unit Owner Management. If professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder, insurer or guarantor at that time or later, any decision to establish or re-establish self-management by the Association shall require the prior consent of owners of units to which at least sixty-seven (67%) percent of the votes of the Association are allocated and the approval of eligible holders holding mortgages in units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

1. 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 resident and for no other purpose. See also Article 10.8 relative to lessees which is incorporated herein by reference.

2. Except as reserved to Developer, no Unit may be divided or sub-divided 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.

3. Nothing shall be hung, displayed or

X

Common Elements or to another unit or units.

(g) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building.

3. Alteration and Improvements.

(a) Except as elsewhere reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit building; or impair any easement, without first obtaining approval in writing of owners of all units in the building in which such work is to be done and approval of the Board of Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

(b) Developer reserves the right to alter the boundaries between the units so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the Common Elements and Limited Common Elements, so long as the Developer owns the apartments abutting the Common Elements and Limited Common Elements where the boundaries are being altered; provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee of apartments affected, where the said apartments are encumbered by individual mortgages or where they are included in an overall mortgage on the Condominium building, and such amendment shall not require the approval of the unit owners or the Association.

9.2 Common Elements.

1. By the Association. The maintenance and operation of the Common Elements including the repair, maintenance, and replacement of any and all landscaping, and other improvements and facilities shall be the responsibility of the Association as a common expense.

2. Alteration and Improvement.

(a) After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than eighty (80%) percent of the members of the Association, if the cost of the same shall be a common expense which exceeds in cumulative expenditure for the calendar year the sum of Two Thousand Dollars (\$2,000.00). Any such alteration or improvement shall not interfere with the rights of any unit owner herein that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the Common Elements, altered or further improved, whether or not the unit owner contributes to the costs of such alteration or improvements.

1. By the Association. The Association shall maintain, repair and replace, at the Association's expense:

(a) All portions of a unit building contributing to the support of the unit building, which portions shall include, but not be limited to, outside walls of the unit building and all fixtures on its exterior, those portions of boundary walls not a part of the unit, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and, all such facilities contained within a unit that services part or parts of the Condominium other than the unit within which contained;

(c) All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association;

(d) All parking spaces, including those which have been assigned as appurtenant to an apartment.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within his unit which, if omitted would affect the Condominium in its entirety or in a part belonging to other owners or would affect the other Condominiums subject to the foregoing plan of development, being expressly responsible for the damages and liability which is failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

(b) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

(c) Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of balconies.

(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(e) Plumbing and electrical repairs within a unit shall be paid for and be a financial obligation of the unit owner, except as set forth in Paragraph A.(1) hereinabove.

(f) Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the

real property recognized by the law and it shall be subject to this Declaration and restrictions, reservations, limitations of record.

5.2 Association Membership. The owners of record of the units shall be members of the Association. There shall be one membership for each unit and if there is more than one record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit except that with respect to membership voting Article 14.7 shall control. Membership shall be acquired pursuant to the Articles of Incorporation and By-Laws of the Association, this Declaration and Article 14.6 and 14.7 of this Declaration.

5.3 Unit Owner's Rights. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the Common Elements, in accordance with the purposes for which they are intended, but not such use as shall hinder or encroach upon the lawful rights of owners and other units. There shall be a joint use of the Common Elements and a joint mutual easement for that purpose is hereby created.

6. Restraint upon Separation and Partition of Common Elements. The fee title of each Condominium parcel shall include both the Condominium unit and an undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the Condominium unit. The share in the Common Elements appurtenant to a unit cannot be conveyed or encumbered except together with a unit. Any attempt to separate and/or action to partition the fee title to a Condominium from the undivided interest in the Common Elements appurtenant to each unit shall be null and void.

7. Percentage of Ownership of Common Elements. Each of the unit owners of the Condominium shall own an equal undivided interest in the Common Elements, equal to the following percentage: In Exhibit 4 attached herein, which shows both Phase One and Two of the Condominiums which percentages are derived by placing the total square footage of all units in the Condominium in the denominator, with each unit's interest therein in the numerator.

8. Common Expenses and Common Surplus.

8.1 The common expenses to be borne by each unit owner shall be his proportionate share of the total expense and costs of the Association. Each unit owner shall be responsible for a portion of the common ~~expense~~ and costs. Such share shall be in the same percentage as the undivided share in the common elements appurtenant to his unit as set forth in Paragraph 7 of the Declaration hereinabove.

8.2 Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses. Such share shall be in the same percentage as the undivided share in the common elements appurtenant to his unit as set forth in Paragraph 7 of the Declaration hereinabove, or Exhibit 4 as attached hereto.

9. Maintenance, Alterations and Improvements. Responsibility for the maintenance of the Condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units.

acquired by the same owner and combined into a single dwelling place, the typical unit plans may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units remain the same. Should any unit be combined, combined units shall exist as separate units as described in the Declaration for the purposes of the Declaration, Articles of Incorporation, By-Laws, and Assessments.

3.2 Plot Plan. A plot plan and survey of the lands comprising the Condominium locating the improvements constructed thereon, is attached hereto as Exhibit "2".

3.3 Unit Plans. All units are of the same or similar basic size and dimension. Attached hereto as Exhibit "3" is a unit plan for the buildings located at 610 N. Wickham Road, Melbourne, Florida, 33935.

4. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1. Upper Boundary : The horizontal plane of the undecorated, finished ceiling.

2. Lower Boundary : The horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries : The perimetrical boundaries of the unit shall be the vertical plane of the undecorated, finished interior of the walls bounding the unit extended to intersections of each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined. The boundaries of the unit shall not include all of those spaces and improvement lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceiling of each unit and further shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further shall exclude all pipes, ducts, wires, conduit, and other facilities running through any interior wall or partition for the utility services to other units and/or for common elements.

4.4 Patios. A unit shall include, as indicated on Exhibits 2 and 3, a patio. The boundaries of the patio shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the patio is appurtenant.

4.5 Easements. Easements are expressly provided for and reserved in favor of the owners, occupants of the condominium building and their guests and invitees and utilities provided as set forth in Article 13 hereof and as reserved in the recorded documents, if any.

5. Ownership.

5.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple, or in any other estate in

land in this condominium, whether or not contiguous, and all improvements intended for the use in connection with the Condominium.

2.11 Declaration, or Declaration of Condominium, means the instrument or instruments by which this Condominium is created, and said instruments or instrument as they may be from time to time amended.

2.12 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain unit and/or units to the exclusion of other units.

2.13 Member. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in this Declaration, the Articles and By-Laws, whether or not that person participates in the Association as a member.

2.14 Operation, or operation of the Condominium means and includes the administration and management of the Condominium property.

2.15 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate trust or mortgagee which shall be acceptable to the Association.

2.16 Eligible Mortgage Holder. A holder of a first mortgage encumbering a Condominium unit who has requested with respect to the property encumbered by such mortgage holder notice of condemnation or casualty loss; delinquency in payments of assessment and charges; lapse, cancellation or modification of insurance policy or bond; amendment of documents or termination of the project.

2.17 Developer means WICKHAM DEVELOPMENT CORPORATION, the developer.

2.18 Unit means a part of the Condominium property which is subject to private ownership.

2.19 Unit Owner means the owner of the unit.

2.20 Utility Service, as used in the Condominium Act and as construed with reference to this Condominium and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, garbage, trash, sewage disposal, solar energy, telephone and cable television.

3. Condominium Description

3.1 Improvements.

1. Annexed hereto and made a part hereof as Exhibit 2 is the plot plan survey, site plan and graphic descriptions of all units, including their identification numbers, locations and dimensions and the Common Elements and Limited Common Elements. Together with this Declaration, said Exhibit is in sufficient detail to identify each of said units and the Common Elements and Limited Common Elements, their relative locations and approximate dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

2. Where more than one typical unit has been

2.2 Assessments means a share of the funds required for the payment of the Condominium expenses which from time to time are assessed against the individual owner, and may be regular or special assessment.

2.3 Board of Administration means the Board of Directors or other representatives solely responsible for administration of the Association.

2.4 By-Laws means the By-Laws for the government of the condominium as they exist from time to time.

2.5 Common elements means the portions of the condominium property not included in the units or Limited Common Elements and, in addition thereto, all other items as stated in this Declaration, and may include but not be limited to tangible personal property required for the maintenance and operation of the Condominium.

2.6 Common Expenses means the expenses for which the unit owners are liable, which shall include but not be limited to the following:

1. Expenses of administration and management of the Condominium property, including insurance and fidelity bonds.
2. Expenses of maintenance, operation, repair or replacement of Common Elements.
3. Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws.
4. Any valid charge against the Condominium as a whole.
5. Any expenses of, charges to or assessments by the Association as provided for in this Declaration, the Articles of Incorporation and/or the By-Laws.
6. Expenses of maintenance, operation, repair, administration and management of THE RIDGEWOOD CLUB, A CONDOMINIUM and THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC.
7. Costs and expenses of capital improvements and betterments and/or additions to the Common Elements, including reserves for deferred maintenance and replacement.

2.7 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 common expenses.

2.8 Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the Common Elements.

2.9 Condominium parcel means a unit together with the undivided share in the Common Elements and Limited Common Elements which are appurtenant to the unit.

2.10 Condominium property means and includes the

DECLARATION OF CONDOMINIUM

FOR

THE RIDGEWOOD CLUB, A CONDOMINIUM

MADE this _____ day of _____, 1984, by WICKHAM DEVELOPMENT CORPORATION, a Florida Corporation as fee simple owner of real property and seller of the improvements thereon, hereafter called the "Developer" for itself, its successors, grantors, assignees or their transferees,

WHEREAS, said Developer makes the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, and future improvements to be constructed upon such lands, if any, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter referred to as "Condominium Act".

1.1 The name by which this condominium is to be identified as THE RIDGEWOOD CLUB, a condominium.

1.2 The address of this "Condominium and identification of each unit therein is: 610 N. Wickham Road, Melbourne, Florida, 32935.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership are those certain lands lying in the City of Melbourne, Brevard County, Florida, as described in Exhibit "1" attached hereto, and made a part hereof by reference, which shall hereinafter be referred to as "the land". Said lands shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.4 Covenants. All provisions of the Declaration shall be construed to be perpetual 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, successors, administrators and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each unit as herein defined.

2. Definitions. The terms used in this Declaration and its exhibits, the Articles of Incorporation, the By-Laws and the Rules and Regulations of THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 Association means THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and its successors.

EXHIBIT 4
TO
DECLARATION OF CONDOMINIUM
AND PROSPECTUS OF
THE RIDGEWOOD CLUB, A CONDOMINIUM
PERCENTAGE OF OWNERSHIP

Phase 1.

Owners of units in Phase 1 will each have a 1/48th share of the total number of units in Phase 1.

(Total units 48)

Phase 2.

Owners of Units in Phase 2 will each have a 1/96th share of the total number of units in the Condominium.

(Total units are 96 in Phases 1 and 2)

All units in Phases 1 and 2 are of equal size.