

EXHIBIT 3  
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.

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EXHIBIT 4

THE RIDGEWOOD CLUB, A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium property, the Common Elements, the Condominium units and the Condominium in general shall be deemed in effect until amended by the Board of Administration of the Condominium Association and shall apply to and be binding upon all unit owners. The unit owners shall at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies to which the Condominium Association shall be entitled. The Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Administration may, from time to time, adopt and amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the unit owners. Any waivers, consents or approval given under these Rules and Regulations by the Board of Administration shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Administration. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Manager or member of the Board of Administration of THE RIDGEWOOD CLUB, A CONDOMINIUM in writing or to an individual named by the Board and not orally to the Board of Administration or to the Officers of the Association.

B. Violations will be called to the attention of the violating owner by the Manager of THE RIDGEWOOD CLUB, A CONDOMINIUM if any, or appointed member of the Board and the Manager or Board member will also notify the appropriate committee of the Board of Administration.

C. Disagreements concerning violations will be presented to and be judged by the Board of Administration which will take appropriate action.

2. FACILITIES:

The facilities of the Condominium are for the exclusive use of the Association members, lessees, resident house guests, and guests accompanied by a member. No guest or relative of any member or lessee other than a house guest or relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident member or the family of such owner or lessee. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of unit resident or guest is residing, staying or visiting.

3. NOISE:



In order to insure the owners' own comfort and that of all unit owners, radio, hi-fi, and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, for example, but not limited to, bidding goodnight to departing guests, and slamming car doors between the above hours should be avoided.

The Board may require a unit owner to carpet or place area rugs or other noise reduction devices in the bathroom, living room, dining room and/or bedroom of a unit in order to curtail noise disturbing other unit owners.

PETS:

No bird, reptile or animal shall be kept or harbored in the Condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interest of the Condominium as a whole. Such permission in one instance for one pet shall not be deemed approval in any other instance for another pet and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any of the public portions of the Condominium unless carried or leashed. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. Permission for ownership of pets shall not be unreasonably withheld and in any event seeing eye dogs shall be approved where they are required for the assistance of sightless unit owners or their family members. The form for Pet Permission Agreement is attached hereto as Exhibit 1.

A. No animals owned by members shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds, except in areas specifically designated by the Association.

B. An authorization in writing to keep pets will expire when a member's pet dies or is disposed of.

C. Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.

D. All pets should be carried in the arms of the owner. If this is not physically possible, they should be restrained and kept on a leash.

E. Lessees, resident house guests or visitors may not at any time have a dog or any other pet at the Condominium, except with the consent of the Association.

5. OBSTRUCTIONS:

Sidewalks, entrances, driveways passages, patios, courts, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisements shall be inscribed or exposed on or at any window or other part of the Condominium except such as shall have been approved in writing by the Association nor shall anything be projected out of any window in the Condominium without similar approval. No radio, or television aerial or antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereon.

6. CHILDREN:

Reasonable supervision must be exercised when children are playing on the grounds. There shall be no more than two (2) children per bedroom.

7. POPULATION:

There shall be no more than two (2) persons per bedroom.

8. DESTRUCTION OF PROPERTY:

Neither members, their dependents, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Members shall be responsible for any such damage.

9. EXTERIOR APPEARANCE:

The exterior of the Condominium and all other areas appurtenant to the Condominium including Limited Common Elements shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, shutter, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

10. CLEANLINESS:

All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposal shall be done in accordance with instructions given to the owner by the Association.

11. PATIOS:

No cloth, clothing, rugs, or mops shall be hung or shaken from window, doors or terraces. Members shall remove all loose objects or movable objects from the patios during the hurricane season. No cigars, cigarettes, or other objects shall be thrown from any patio or walkway. Members shall not allow anything to be thrown, or to fall from windows, doors, or patios. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, or patios.

12. INGRESS AND EGRESS:

No member shall allow exterior doors to remain open for any purpose other than for immediate ingress and egress.

13. KEYS FOR EMERGENCY USE:

In case of any emergency originating in or threatening any dwelling, 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 the building superintendent or Managing Agent, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each dwelling, if required by the Association, shall deposit under the control of the Association a key to such dwelling.

PLUMBING:



Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

15. ROOF:

Members are not permitted on the roof for any purpose.

16. SOLICITATION:

There shall be no solicitation by any person anywhere in the Condominium for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Administration.

17. STAFF PERSONNEL:

The Staff, if any, have assigned duties and therefore, cannot provide valet parking, dog walking or sitting, handling groceries or similar personal services. They have been instructed to carry out their duties in an orderly manner. All other requests for service by Staff must be approved by the Manager, or officers. It is asked that the Manager or Board of Administration be notified when a unit is left unoccupied for more than a day or two.

18. PARKING:

No vehicle, boat trailer, house trailer, or camper which exceeds a width of nine (9) feet and length of nineteen (19) feet belonging to any owner or to a member of the family or guest, tenant or employee of an owner shall be parked on the Condominium property except within the Recreation Vehicle Parking area as designated. The owners, their employees, servants, agents, visitors, licensees and each owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the Condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Condominium parking space assigned to a particular dwelling unit. As such, each space may be used only by the owner except when the owner has given written permission (a copy of which must be provided to resident Manager or Administrator) for use by another owner, lessee or resident guest. No person may park a car in any space other than the one assigned to that person without proper permission. A unit owner may not use more than one guest parking space for any additional vehicle owned, operated or maintained by the unit owner. Parking space sizes are adequate. Vehicles must be parked within the painted lines and pulled up close to the bumper. As a security measure, automobile doors should be locked. No motorcycles shall be driven or parked upon the Condominium property.

19. COMMON FACILITIES:

Members are requested to cooperate with the Building Manager or Administrator in the use of common facilities where more than one organized activity is scheduled for the same time.

20. HURRICANE PREPARATIONS:

Each member who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

A. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnishing the Manager or designated member of the Board of Administration with the name of such firm or individual. The designated firm or individual shall contact the Manager or designated member of the Board of Administration for permission to install or to remove hurricane shutters.

21. GUESTS/VISITORS:

Owners shall notify the Resident Manager or an Administrator in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit in his absence. Owners should have such guests check in at the office upon arrival in order that service can be extended to them in the way of telephone calls coming into the office, incoming mail or any emergency which might arise. Guests will be given copies of the Rules and Regulations and the owners will be responsible for the guests' compliance with such rules.

22. LEASING OR RESALE:

Reference must be made to The "Declaration of Condominium" for THE RIDGEWOOD CLUB, A CONDOMINIUM, which is filed of record in Brevard County, State of Florida, and which specifies how leasing or sale of condominium units shall be handled, and reference must be made to the Declaration in the event of any transfer.

A. 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.

B. 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.

C. 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.

D. 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.

E. Notice to Association.

(a) Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give the Association notice by certified mail to the Board of Administration or by personal delivery to the Secretary or President of the Association, 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 executed copy of the proposed contract to sell.

(b) 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 in the same manner as set forth in (F)(a) hereinabove, of the acquisition of his title, together 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.

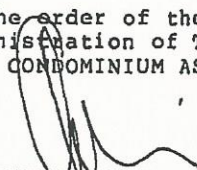
23. A unit owner shall maintain in good condition and repair his apartment and all interior surfaces within or surrounding his apartment (such as the surface of the walls, ceilings, floors) whether or not a part of the unit or the Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to this apartment.

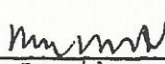
24. A unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates of his unit or the Common Elements, shall not commit, or permit to be committed, any nuisance, immoral or illegal act in his unit or on the Common Elements, or Limited Common Elements, which interfere with the rights, comfort or convenience of other unit owners.

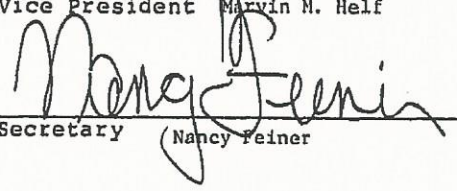
25. A unit owner shall conform to and abide by the By-Laws and uniform Rules and Regulations in regard to the use of the unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Administration of the Association and to see that all persons using owner's property by, through or under him do likewise.

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Resident Manager or Member of the Board of Administration or person appointed by the Board of Administration, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Administration. The Rules and Regulations have been adopted by the Board of Administration of THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC.

By the order of the board of  
Administration of THE RIDGEWOOD  
CLUB CONDOMINIUM ASSOCIATION, INC.

  
\_\_\_\_\_  
President Stuart B. Feiner

  
\_\_\_\_\_  
Vice President Marvin M. Helf

  
\_\_\_\_\_  
Secretary (Nancy Feiner)

PET PERMISSION AGREEMENT

TO: THE RIDGEWOOD CLUB CONDOMINIUM ASSOCIATION, INC.

DATED: \_\_\_\_\_

Gentlemen:

As purchaser(s) of a Condominium apartment in THE RIDGEWOOD CLUB, A CONDOMINIUM, Purchaser requests permission to bring upon the Condominium property and to keep within the purchased Condominium apartment, a pet which Purchaser owned prior to making such purchase and which is described as follows:

General Species (dog, cat, etc.): \_\_\_\_\_  
Specific or sub-species: \_\_\_\_\_  
(Breed, type, etc.): \_\_\_\_\_  
Pet's name \_\_\_\_\_ Sex: \_\_\_\_\_  
Other Identifying Details \_\_\_\_\_  
(Color, size, markings, etc.) \_\_\_\_\_

A COLOR PHOTOGRAPH OF THE PET MUST BE ATTACHED TO THIS APPLICATION.

In requesting this permission (and, if granted in accepting it), Purchaser does fully understand it is subject to all of the following provisions, which provisions Purchaser fully understands and by which Purchaser agrees to be fully bound.

1. The pet described is the only pet for which such permission is requested (or may be granted) and if at any time and through any circumstances Purchaser no longer owns said pet, it will under no condition be replaced by another pet without the signing of an additional pet agreement.

2. If granted this permission, Purchaser will consistently and diligently discipline and supervise said pet in such a manner as to prevent its becoming, in any way whatever, objectionable to or a nuisance or offensive to others.

3. Said pet shall never be allowed to freely roam any Condominium premises outside said purchase apartment, nor be upon any Condominium property unless leashed and in the company of an individual willing and able to fully control it; and, in its exercise and relief, it shall be at all times under prudent control, considerate of the interests and sensibilities of fellow Condominium members, their guests and all others.

4. Purchaser accepts full personal responsibility for any damage or for task of maintenance occasioned by the actions or the presence of said pet. Purchaser shall comply with all Rules and Regulations promulgated by the Condominium Association.

5. This permission, if granted, is purely conditional and may at any time and without jeopardy be cancelled, either by the Seller, or the Board of Administration (or their successors or assigns) of the Condominium Association under whose jurisdiction said Condominium unit may now or in the future fall. Upon Purchaser's receipt of notice of cancellation of the Pet Permission Agreement, Purchaser shall promptly and permanently and without recourse, remove said pet from the purchased Condominium unit, and from the Condominium premises, and it shall henceforth be neither returned or replaced.

PURCHASER:

PERMISSION GRANTED:

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Date: \_\_\_\_\_

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