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DECLARATION OF CONDOMINIUM
OF
WILLIAMSBURG AT HERITAGE RIDGE, A CONDOMINIUM

SEABRIDGE ASSOCIATES, INC., a Florida corporation, being the owner of the fee simple title to the real property situated, lying and being in Martin County, Florida, as more particularly described in Exhibit "A", which is incorporated herein by reference, does hereby state and declare that the realty described on Exhibit A-1, together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (Florida Statute 718 et.seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE, NAME AND ADDRESS, LEGAL DESCRIPTION, EFFECT:

1.1 Purpose: The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the laws of the State of Florida.

1.2 NAME AND ADDRESS: The name of this condominium is specified in the title of this document. The address shall be the name of the condominium together with: R-5, Heritage Ridge, Stuart, Florida.

1.3 THE LAND: The real property described on Sheet Exhibit A-1 is the condominium property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and right-of-way record, together with those contained or provided for in this instrument and the exhibits attached hereto.

1.4 THE EFFECT: All of the provisions of this Declaration of Condominium and all exhibits attached hereto shall be binding upon all unit owners and are enforceable equitable servitudes running with the

condominium property and existing in perpetuity until this Declaration is revoked and the condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each unit as herein defined.

2. SURVEY AND DESCRIPTION IMPROVEMENTS:

2.1 SURVEY: On Sheets 1 through 12 of Exhibits A, B and C are legal descriptions of the land, graphic description, and plot plans of the improvements constituting the condominium, identifying the units, common elements and limited common elements, and their respective locations and approximate dimensions. Each unit is identified on Exhibit C by a specific number. No unit bears the same number as any other unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the common elements appurtenant to each unit is designated on Exhibit "2".

2.2 RIGHT TO ALTER: Developer reserves the right to alter the interior design, boundaries and arrangements of all units, as long as developer owns the units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by developer without the approval of any other party. Developer shall unilaterally reapportion, if necessary, the shares of ownership in the common elements appurtenant to the units concerned.

3. DEFINITION OF TERMS: The terms used in this Declaration and the exhibits attached hereto, shall have the meanings stated in the Condominium Act (Sec. 718.101, Florida Statutes) and as follows, unless the context otherwise requires.

3.1 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of Florida Statute 718, and which are comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit an undivided share in the common

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elements. The term shall also mean "The Condominium" established by this Declaration.

3.2 "Declaration" or "Declaration of Condominium" means this instrument.

3.3 "Unit" or "Condominium Unit" means a part of the condominium property which is to be subject to private ownership as specified in the Declaration.

3.4 "Common Elements" means those portions of the condominium property not included in the units.

3.5 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units as specified in this Declaration.

3.6 "Association" means the non-profit Florida corporation whose name and seal appears at the end of this Declaration, which is the entity responsible for the operation of the condominium.

3.7 "Board" or "Board of Administration" means the Board of Directors of the association responsible for the administration of the association.

3.8 "By-Laws" means the By-Laws of the afore-described association (Exhibit 4).

3.9 "Condominium Act" means the Condominium Act of the State of Florida (Florida Statute 718, et.seq.) as it exists at the time of filing this Declaration.

3.10 "Common Expenses" means all expenses and assessments properly incurred by the association for the condominium as specified in Florida Statute 718.115, and all other expenses declared common expenses by provisions of this Declaration and its exhibits.

3.11 "Common Surplus" means the excess of all receipts of the association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of the common expenses.

3.12 "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

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3.13 "Assessment" means a share of the funds required for the payment of common expenses which is assessed against the unit owners from time to time.

3.14 "Unit Owner" means the owner of a condominium unit.

3.15 "Institutional Mortgagee" means a state of Federal bank, savings and loan association, insurance company, real estate investment trust, union pension fund, or an agency of the United States Government or like entity being a mortgagee of a unit.

3.16 "Occupant" means the person or persons other than the unit owner in actual possession of a unit.

3.17 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the association, and By-Laws of the association.

3.18 "Developer" means SEABRIDGE ASSOCIATES, INC., a Florida corporation, its successors and assigns which has created this condominium in its capacity as developer.

3.19 "Articles of Incorporation" means the Articles of Incorporation of the association (Exhibit "3").

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized on their usage herein.

3.20 PHASE CONDOMINIUM: This Condominium may be developed in phases pursuant to the provisions of Section 718.403, Florida Statutes. There will be a minimum of twenty (20) units if only one phase is developed, and a maximum of One hundred twenty-eight (128) units in this condominium, if all phases are developed. The first phase of the Condominium will consist of two (2) condominium buildings having a total of twenty (20) apartments, two (2) Units of a minimum and maximum 806 square feet, six (6) Units of a minimum and maximum 1020 square feet, two (2) Units of a minimum and maximum 1048 square feet and two (2) units of a minimum and maximum 1346 square feet. The Developer plans to construct eleven (11) additional condominium buildings in WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, to be added to the Condominium in eleven (11) additional phases as construction of the Condominium

building is completed. Phase II will contain six (6) Apartment Units of a minimum and maximum 1020 square feet, two (2) Apartment Units of a minimum and maximum 1048 square feet, two (2) Apartment Units of a minimum and maximum 1346 square feet and two (2) Apartment Units of a minimum and maximum 806 square feet, Phase III will contain eight (8) Apartments, four of a minimum and maximum 1020 square feet and two of a minimum and maximum 1048 square feet, Phase IV will contain twelve Apartments, two of a maximum 806 square feet, six of a maximum 1020 square feet, two of a maximum 1048 square feet and two of a maximum 1346 square feet, Phase V will contain eight (8) Apartments four of a maximum 1020 square feet and four of a maximum 1048 square feet, Phase VI will contain twelve (12) Apartments, two of a minimum and maximum 806 square feet, six of a minimum and maximum 1020 square feet, two of a minimum and maximum 1048 square feet and two of a minimum and maximum 1346 square feet, Phase VII will contain twelve (12) Apartments, two of a maximum 806 square feet, six of a minimum and maximum 1020 square feet, two of a minimum and maximum 1048 square feet and two of a minimum and maximum 1346 square feet, Phase VIII will contain twelve (12) Apartments, two of a minimum and maximum 806 square feet, six of a minimum and maximum 1020 square feet, two of a minimum and maximum 1048 square feet and two of a maximum 1346 square feet, Phase IX will contain eight (8) Apartments, four of a minimum and maximum 1020 square feet and four of a minimum and maximum 1048 square feet, Phase X will contain eight (8) Apartments, four of a minimum and maximum 1020 square feet and four of a minimum and maximum 1048 square feet, Phase XI will contain eight (8) Apartments, four of a minimum and maximum 1020 square feet and four of a minimum and maximum 1048 square feet and Phase XII will contain eight (8) Apartments, four of a minimum and maximum 1020 square feet and four of a minimum and maximum 1048 square feet. A site plan showing all proposed phases of the Condominium is set forth as Exhibit "C" to this Declaration of Condominium. The location of the proposed condominium buildings in Phase I, II, III, IV, V, VI, VII, VIII, IX, X,

XI and XII are as set forth in Exhibits C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11 and C-12 respectively.

The Developer is not committed to construct any phase beyond the first phase, Phase I. The description of all anticipated phases; the impact which the completion of subsequent phases, if constructed, will have upon the initial phase; and the time period within which each phase shall be completed is set forth hereafter in Paragraphs 3.21 through 3.27.

3.21 THE LAND: The lands owned by Developer in fee simple, which by this instrument are submitted in fee simple to the Condominium form of ownership as Phase I of the Condominium are lands lying in Martin County, Florida, more particularly described in Exhibit A-1 which is attached hereto and made a part hereof. The lands owned by Developer which may be submitted to the Condominium form of ownership as a part of this Condominium as Phases II, III, IV, V, VI, VII, IX, X, XI and XII, are lands lying in Martin County, Florida, more particularly described in Exhibits A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11 and A-12, which are attached hereto and made a part hereof. A survey of the lands submitted to Condominium ownership by this Declaration as Phase I is attached hereto as Exhibit B-1. A survey of the lands which may be added to this Condominium as subsequent phases are set forth in Exhibits B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11 and B-12, attached hereto and made a part hereof.

3.22 APARTMENT PLANS - IMPROVEMENTS: The improvements upon the lands are constructed substantially in accordance with plans and specifications prepared by WESSEL, TOSCH, ERICKSON, INC., Architects. There are three typical floor plans for the apartments. The floor plans are shown in Exhibit H. attached to the Declaration. The height of the buildings does not exceed two (2) stories.

3.23 RECREATIONAL FACILITIES: In Phase I there will be one (1) swimming pool, two (2) tennis courts and one (1) community building. These facilities will be for the use of all Condominium owners. These

will be the only recreational facilities to be owned as part of the common elements by all unit owners in the Condominium.

3.24 VOTE AND OWNERSHIP IN ASSOCIATION: Each apartment owner in the Condominium is a member of the Condominium Association, and one person who is designated as a voting member by an apartment owner or owners shall be entitled to cast one vote at any meeting of the Association as provided in Paragraph IV of the Articles of Incorporation of the Association, attached hereto as Exhibit "F". Membership vote 2.4 of the By-Laws of the Association, attached hereto as Exhibit "F".

3.25 TIME SHARE ESTATES NOT CREATED: Time share estates will not be created with respect to any units in this Condominium.

3.26 EXHIBITS TO DECLARATION: A complete list of the Exhibits to this Declaration of Condominium which are attached hereto and made a part hereof for the purpose of establishing and creating the condominium are as follows:

<u>EXHIBIT</u>	
A	Legal Description of Land in Phases I thru XII
A-1	Legal Description of Lands in Phase I
A-2	Legal Description of Lands in Phase II
A-3	Legal Description of Lands in Phase III
A-4	Legal Description of Lands in Phase IV
A-5	Legal Description of Lands in Phase V
A-6	Legal Description of Lands in Phase VI
A-7	Legal Description of Lands in Phase VII
A-8	Legal Description of Lands in Phase VIII
A-9	Legal Description of Lands in Phase IX
A-10	Legal Description of Lands in Phase X
A-11	Legal Description of Lands in Phase XI
A-12	Legal Description of Lands in Phase XII
B	Survey of Land in Phases I thru XII
B-1	Survey of Lands in Phase I
B-2	Survey of Lands in Phase II
B-3	Survey of Lands in Phase III
B-4	Survey of Lands in Phase IV
B-5	Survey of Lands in Phase V
B-6	Survey of Lands in Phase VI
B-7	Survey of Lands in Phase VII
B-8	Survey of Lands in Phase VIII
B-9	Survey of Lands in Phase IX
B-10	Survey of Lands in Phase X
B-11	Survey of Lands in Phase XI
B-12	Survey of Lands in Phase XII
C	Master Site Plan showing location of Phases I thru XII
C-1	Site Plan showing Proposed Improvements in Phase I
C-2	Site Plan showing Proposed Improvements in Phase II
C-3	Site Plan showing Proposed Improvements in Phase III
C-4	Site Plan showing Proposed Improvements in Phase IV
C-5	Site Plan showing Proposed Improvements in Phase V
C-6	Site Plan showing Proposed Improvements in Phase VI
C-7	Site Plan showing Proposed Improvements in Phase VII

C-8	Site Plan showing Proposed Improvements in Phase VIII
C-9	Site Plan showing Proposed Improvements in Phase IX
C-10	Site Plan showing Proposed Improvements in Phase X
C-11	Site Plan showing Proposed Improvements in Phase XI
C-12	Site Plan showing Proposed Improvements in Phase XII
D	Typical Unit Plan
E	Articles of Incorporation of WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC.
F	BY-LAWS of WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC.
G	Ownership of Common Elements and Common Surplus
H	Building Floor Plans
I	Reserved for Certificate of Surveyor and as built surveys of Apartments

3.27 ADDING SUBSEQUENT PHASES TO CONDOMINIUM: The Developer in its sole discretion, shall determine whether or not any subsequent phases shall be added to this Condominium. If subsequent phases are added, the Developer will not be bound to add the phases in the same sequence as the Roman Numeral designations for each phase as designated on the Site Plan attached hereto as Exhibit C. Upon substantial completion of the construction of the improvements of any subsequent phase or phases to this Condominium, a surveyor shall prepare a survey of the improvements in the phase or phases to be added to this Condominium and will execute a Surveyor's Certificate certifying the facts required by Section 718.104(4)(e), Florida Statutes. The survey of the additional lands included in the subsequent phase or phases, the surveys of the improvements in the subsequent phase or phases, and the Surveyor's Certificate shall be attached as an Amendment or Amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Martin County, Florida, at the expense of the Developer together with any other exhibits relating thereto as the Developer determines, in its sole discretion are necessary. Notwithstanding any other provisions of this Declaration of Condominium to the contrary, pursuant to Section 718.403(6) Florida Statutes, any amendment or amendments adding additional phases to this Condominium shall not be required to be executed by nor consented to be the Condominium Association nor the members thereof, nor the owners or holders of any lien encumbering a condominium parcel previously submitted to condominium ownership.

Nothing contained in this Declaration of Condominium shall be construed as requiring the Developer to construct any additional phases to this Condominium. In the event that the Developer elects to construct subsequent phases, the time period during which the phases can be added and at the end of which the right to add additional phases shall expire shall not exceed 7 years from the date of recording this Declaration of Condominium.

3.28 PROPERTY OWNERS ASSOCIATION: Prior to the recording of this Declaration of Condominium, the original developer of Heritage Ridge North, of which WILLIAMSBURG AT HERITAGE RIDGE, a Condominium is a part under a Planned Unit Development, caused to be formed Heritage Ridge North Property Owners Association, Inc. an entity which each unit owner in this condominium automatically becomes a member of by filing of record a deed in the office of the Clerk of the Circuit Court in and for Martin County, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time his membership with respect to the Unit conveyed shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to this Declaration.

4. THE UNIT AND COMMON ELEMENTS:

4.1 INTEREST IN COMMON ELEMENTS: Each unit owner shall own, as an appurtenance to his unit, an individual interest in the common elements as assigned thereto in Exhibit G. (subject to the provisions in Paragraph 4.2) The percentage of undivided interest of each unit shall not be changed without the unanimous consent of all owners of all the units (except as provided for in Paragraphs 2, 4 and 16 hereof). No owner of any unit shall bring an action for partition or division of his undivided interest in the common elements.

4.2 BOUNDARIES: A unit consists of an individual apartment lying within the following boundaries:

4.2.1 HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES: The upper and lower boundaries of the apartment 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.

4.3.1 PERIMETRICAL BOUNDARIES: The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior walls extended to intersections with each other and with the upper and lower boundaries.

(1) Where there is an aperture in any perimetrical boundary; including, but not limited to windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fixed to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the unit and shall not be deemed a common element;

(2) Where a balcony, terrace, porch, stairway, or other portion of the building or any fixture attached to the building serves only the unit, the perimetrical boundary shall vary with exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary; and

(3) The interior partitions within a unit are part of said unit.

4.3.2 WEIGHT-BEARING STRUCTURES: The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a unit is a common element not a part of the unit.

4.3.3 MAINTENANCE EASEMENT: There shall exist as a common element, an easement through each unit for ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services

to units and the common elements and for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one unit are part of such unit and are not common elements.

4.3.4 AIR CONDITIONING: Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air-conditioning compressor serving a unit and the refrigerant and electrical lines running from such compressors to, and air handler within, the individual units are part of such unit and are not common elements.

4.3.5 AUTOMOBILE PARKING AREAS: Use of the parking spaces shall be as provided in the By-Laws. Parking spaces will be common elements.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS: No unit may be divided or subdivided into a small unit or units other than as shown on Exhibit "1" hereto, nor shall any unit, or portion thereof, be added to or incorporated into any other unit (except as provided in Paragraph 2 hereof).

6. EASEMENTS:

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT: The common elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the unit owners in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all units.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS: In the event that any unit, common element or limited common element shall encroach upon any other unit, common element or limited common element for any reason, other than the purposeful or grossly negligent act of any person, than an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS: Utility easements are reserved and/or may be granted through the condominium property as may be required for

utility service (including construction and maintenance) in order to adequately serve the condominium.

6.4 INGRESS AND EGRESS: A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the common elements; and for vehicular traffic, through and across such portions of the common elements as, from time to time, may be paved and intended for such purposes.

6.5 USE: The use of any easement by a unit owner shall be subject to the provisions of this Declaration and of the document creating the easement.

6.6 ACCESS: Developer covenants to provide, either by way of easements or publicly dedicated rights-of-way, reasonable access for ingress and egress from this condominium to the public way. All easements, so provided, shall be for the benefit of all persons residing on the condominium property.

6.7 SURVEY EXHIBIT - EASEMENTS: The developer shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration. Further, developer shall have the unequivocal right without the joinder of any party to grant such easements, (ingress, egress and maintenance) to such parties as developer deems fit, over the traffic ways, as contained in the parking areas on the condominium property. If such easement is granted, the portion thereof that falls within the confines of the condominium property is designated as shown on Exhibit "1" attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit "1" being granted over parking areas shall be as provided for therein, and if no such provision is made, the association shall be responsible for the maintenance and care thereof. developer, or its designee, shall have the right to enter the condominium property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the developer grant

additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit "1", the same shall automatically be part of the easements provided therein as is originally set forth.

6.8 WATER; GARBAGE AND SEWER SERVICE: In order to provide the unit owners with adequate water, sewage and garbage disposal service, the association or its agent shall contract for these services with the appropriate entities.

6.9 ADDITIONAL EASEMENTS: Developer reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the condominium property, at any time, for any purpose without the joinder of the association or any unit owners whomsoever; provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part or all of the actual building. However, if requested, the association and unit owners shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS:

7.1 LIABILITY AND METHOD OF SHARING: Each unit shall share in the common surplus, and be liable for the common expenses (except those assessable to less than all units) in the same percentage, as the percentage representing the undivided interest of each unit in the common elements, as it may exist at any time. The right to share in the common surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the condominium.

7.2 EXEMPTION OF DEVELOPER: The developer shall be excused from the payment of the share of common expenses in respect to those units owned by developer and offered for sale during such period of time that developer shall have guaranteed, or caused another entity to guarantee, that the assessment for common expenses of the condominium imposed upon the unit owners other than developer, shall not increase over a stated dollar amount, and for which period, developer shall have obligated

itself, or shall have caused another entity to obligate itself, to pay any amount of common expenses not produced by the assessments at the guaranteed level receivable from other unit owners.

In the event developer does make, or cause to make, such guarantee, it shall be excused from the payment of common expenses for the maximum period of time, as provided in Florida Statute 718.116(8) (b).

8. ADMINISTRATION OF THE CONDOMINIUM:

8.1 THE ASSOCIATION: The association shall administer the operation and management of the condominium property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act. A copy of the Articles of Incorporation forming the association is attached to the Declaration as Exhibit "3".

8.2 MEMBERSHIP: Each unit owner shall automatically become a member of the association, upon his acquisition of title to any unit, and said membership shall terminate automatically upon said unit owner being divested of title to such unit, regardless of the means by which ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by virtue thereof, to membership in the association or to any of the rights or privileges of such membership.

8.3 POWERS OF ASSOCIATION: In the administration of the condominium, the association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, common elements and limited common elements as the Board of the association may deem to be in the best interest of the condominium. The association shall have all of the powers and duties set forth in the Condominium Act.

8.4 REPORTS TO MEMBERS: The association or its designees shall maintain such records as required by Florida Statute 718.111.

8.5 REPORTS TO LENDERS: So long as an institutional mortgagee of any unit is the owner or holder of a mortgage, encumbering a unit in the condominium, the association shall furnish said institutional mortgagee with one (1) copy of the Annual Financing Statement and Report of the Association, pertaining to the unit upon which the mortgage is held, provided said institutional mortgagee requests same.

8.6 INSURANCE REPORTING: In any legal action in which the association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the association shall be made available for inspection by unit owners at reasonable times.

8.7 VOTING: Each unit owner, including the developer, shall be entitled to one (1) vote for each unit owned. The vote of each unit owner shall be governed by the provisions of the By-Laws.

8.8 MANAGEMENT AGREEMENT: The association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the condominium property, and may delegate to such contractor or manager, such of the powers and duties of the association, as the association and such person, firm, or corporation shall agree.

8.9 Each person or entity shall automatically become a member of the HERITAGE RIDGE NORTH PROPERTY OWNERS ASSOCIATION, INC. Upon acquisition of fee simple title to any unit by filing of record therefore a deed in the office of the Clerk of the Circuit Court in and for Martin County, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record, his interest, or his interest is transferred and conveyed by operation of

law, at which time his membership with respect to the unit conveyed shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of a unit which is subject to this declaration. No person or entity who holds an interest of any type or nature whatsoever in a unit in WILLIAMSBURG AT HERITAGE RIDGE, a Condominium only as the security for performance of an obligation shall be a member of the Association.

9. USE AND OCCUPANCY:

9.1 RESIDENTIAL USE: Each unit is hereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests, invitees and tenants.

9.2 OWNERSHIP BY ENTITY: In the event that other than a natural person is a unit owner, said entity shall, prior to the purchase of such unit, designate the person who is to be the permanent occupant of such unit. Such entity shall not thereafter have the right to designate other persons as the occupants of such unit, whether in substitution of or, in addition to, the person initially designated, except with the approval of the association given pursuant to the provisions of Paragraph 12 hereof. All provisions of this instrument shall apply to such designated occupants as though they had title to such unit, and the entity owning such unit should be bound thereby. The provisions hereof shall not be applicable to any corporation formed or controlled by developer. In the event more than one (1) family unit shall hold title to a unit, then they shall also designate occupants as aforesaid. It is understood that at no time may the unit be used by more persons than that for which it was designed.

9.3 GENERAL USE RESTRICTION: No person shall use the condominium property, or any parts thereof, in any manner contrary to the condominium documents or Condominium Act.

9.4 ALTERATIONS AND ADDITIONS: No unit owner shall make or permit to be made, any internal material alteration, addition or modification to his unit without the prior written consent of the association. No

unit owner shall cause the balcony or terrace which is abutting, or part of, his unit to be enclosed, or cause any improvements or changes to be made therein without the written consent of the association. No unit owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections, whether inside or outside the unit, or in any manner change the appearance of any portion of the condominium property. No unit owner may cause any material puncture or break in the boundaries of his unit. All units shall maintain fully carpeted floors in said units at all times (except in the kitchen, storage, and bathroom areas).

9.5 LAWFUL USE:

A. No immoral, improper, offensive or unlawful use shall be made of any or all of the condominium property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property, shall be the same as the responsibility for maintenance and repair of the property concerned.

B. No children under twelve (12) years of age will be permitted to visit the condominium property, or to reside in any of the apartments of the condominium, during more than thirty (30) days in any calendar year, which days will not be cumulative. The owner of each apartment having a child under such age visit the condominium property, or reside in his apartment, must, not later than five (5) days after said child's departure, notify the Association in writing as to the child's name and as to the date or dates that he visited the condominium property or resided in such apartment. If said written notification is not given within the time provided, it will be deemed that the child has visited the condominium property, or resided in the apartment, during more than thirty (30) days in the calendar year or years during which he in fact visited the condominium property or resided in the apartment without notice to the Association. For the purposes hereof, the length of each period of visitation or residence will not be of any consequence

in determining such thirty (30) day limitation. Each day during which every period of visitation or residence occurs, regardless of the length thereof, will constitute one (1) of said thirty (30) permitted days of visitation or residence.

C. A unit owner shall be allowed to have in the apartment, while in residence, tropical fish, goldfish, one parakeet, one domestic cat or one dog which shall not exceed, when fully grown, twenty-five (25) pounds in weight. No other pets may be kept or housed in the units on a temporary or permanent basis. All pets must be disclosed to the Board of the Condominium Association and said Board shall have the right to determine the weight of a pet if said weight shall be questioned. No tenant shall be permitted to keep a dog or a cat while in residence. The Board of Directors of the Association shall adopt rules and regulations regarding the keeping of dogs on leashes when outside the unit as well as other rules and regulations regarding the areas of the common areas that pets are allowed when outside the unit.

9.6 VENDING MACHINES: The association shall have the exclusive and perpetual right to contract for the installation and operation of coin-operated vending and laundry machines; including, but not limited to, washing machines, dryers, dry-cleaning machines and machines of an allied nature within the condominium property in areas designated for such services.

9.7 NUISANCES: No nuisance, or any use or practice that is the source of unreasonable annoyance to other unit owners, or which interferes with the peaceful possession and proper use of the condominium property by the unit owners is permitted. No unit owner or occupant shall permit or suffer anything to be done or kept upon the condominium property or his unit which will increase the rate of insurance on the condominium.

9.8 APPLICABILITY TO DEVELOPER: No unit owner or the association, or their use of the condominium, shall interfere with the developer's completion and sale of the condominium units. Anything contained herein to the contrary, notwithstanding, the developer may make such use of any

unsold unit and the common elements as may facilitate the sale or leasing of any unit.

9.9 RULES AND REGULATIONS: All unit owners and other persons shall use the condominium property in accordance with the rules and regulations promulgated by the association and the provisions of this Declaration and the By-Laws of the association, as applicable.

10. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY:

10.1 MAINTENANCE BY ASSOCIATION: The association, at its expense, shall be responsible for and shall maintain, repair and replace all of the common and limited common elements.

10.2 MAINTENANCE BY UNIT OWNERS: The unit owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his unit; including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot-water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of this unit. The unit owner shall maintain and repair the air-conditioning compressor, refrigerant and electrical line appurtenant to his unit.

10.3 LIABILITY OF UNIT OWNER: Should a unit owner undertake unauthorized additions and modifications to his unit, or refuse to make repairs as required, or should a unit owner cause any damage to the common elements, the association may make such repairs or replacements and have the right to levy a special assessment fee for the cost thereof, against the said unit owner. In the event a unit owner threatens to or violates the provisions hereof, the association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS: Whenever any maintenance, repair and replacement of any items for which the unit owner is responsible is made necessary by any loss covered by insurance maintained by the

association, the proceeds of the insurance received by the association, or the insurance trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The unit owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 RIGHT OF ENTRY BY ASSOCIATION: Whenever it is necessary to enter any unit for the purpose of inspection, including inspection to ascertain a unit owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the common elements or unit, the unit owner shall permit an authorized agent of the association to enter such unit, or to go upon the common elements; provided, however, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited, to fire or hurricane, entry may be made without notice or permission. The unit owners acknowledge that the association has retained a master pass key to all the units in the condominium. Each unit owner does hereby appoint the association as his agent for the purposes herein provided, and agrees that the association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

11. TAX OR SPECIAL ASSESSMENT ASSESSED AGAINST THE CONDOMINIUM PROPERTY: If any taxing authority levies or assesses any tax or special assessment against the condominium property, as a whole, and not the individual units, the same shall be paid as a common expense by the association and assessed to the unit owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each unit.

All personal property taxes levied or assessed against personal property owners by the association shall be paid by the association and shall be a common expense.

11.1 MEMBERSHIP VOTE AND OWNERSHIP BY PHASES:

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Phase I has twenty (20) units, each having one (1) vote and each owning a 1/20 interest in the common property. If Phase II is developed there will be a total of 32 units, each having 1 vote and each owning a 1/32 interest in the common property. If Phase III is developed there will be a total of 40 units, each having 1 vote and each owning a 1/40 interest in the common property. If Phase IV is developed there will be a total of 52 units, each having 1 vote and each owning a 1/52 interest in the common property. If Phase V is developed there will be a total of 60 units, each having 1 vote and each owning a 1/60 interest in the common property. If Phase VI is developed there will be a total of 72 units, each having 1 vote and each owning a 1/72 interest in the common property. If Phase VII is developed there will be a total of 84 units, each having 1 vote and each having a 1/84 interest in the common property. If Phase VIII is developed there will be a total of 96 units, each having 1 vote and each having a 1/96 interest in the common property. If Phase IX is developed there will be a total of 104 units, each having 1 vote and each having a 1/104 interest in the common property. If Phase X is developed there will be a total of 112 units, each having 1 vote and each having a 1/112 interest in the common property. If Phase XI is developed there will be a total of 120 units, each having 1 vote and each having a 1/120 interest in the common property. If Phase XII is developed there will be a total of 128 units, each having 1 vote and each having a 1/128 interest in the common property.

12. MAINTENANCE OF COMMUNITY INTERESTS: In order to maintain a community of congenial residents who are financially and socially responsible, and thus protect the value of the condominium property, the transfer and mortgaging of units by other than the developer shall be subject to the following provisions:

12.1 TRANSFERS SUBJECT TO APPROVAL:

(a) Sale: No unit owner may dispose of a unit or any interest in a unit, by sale or otherwise, without approval of the grantee by the association;

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(b) Lease: No unit owner may dispose of a unit or any interest in a unit by lease without approval of the lessee by the association. No lease may be made for less than a two (2) month consecutive period nor shall any transient accommodations be provided;

(c) Gift: If any person shall acquire his title or right to occupy by gift, the continuance of his ownership or occupancy of the unit shall be subject to the approval of the association;

(d) Devise or Inheritance: If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of the unit shall be subject to the approval of the association; and

(e) Other Transfers: If any unit owner shall acquire his title or the right to occupy by any manner not considered in the foregoing sub-sections, the continuance of his ownership or occupancy right of the unit shall be subject to the approval of the association.

12.2 APPROVAL BY ASSOCIATION: The approval by the association that is required for the transfer of all or part of ownership of units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION:

(1) Sale: A unit owner intending to make a "bona fide" sale of his unit, shall give to the association, notice of such intention together with such information concerning the intended purchaser as the association may require. Such notice, at the unit owner's option, may include a demand by the unit owner that the association furnish a purchaser for the unit, if the proposed purchaser is not approved. The notice shall be accompanied by an executed copy of the proposed contract of sale and purchase;

(2) Lease: A unit owner intending to make a "bona fide" lease of his entire unit shall give to the association, notice of such intention together with the name, address and such other information concerning the intended lessee, as the association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.

(3) Gift; Devise or Inheritance; Other Transfers: A unit owner who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the association notice thereof, together with such information concerning the unit owner as the association may require and a copy of the instrument evidencing the owner's title;

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

(5) Bona Fide Offer: A "bona fide" offer as used herein shall mean an offer in writing, binding of the offeror, disclosing the name and address of the real property in interest, and containing all of the terms and conditions of such proposed lease or sale, and accompanied by an earnest money deposit in current legal funds.

b. CERTIFICATE OF APPROVAL:

(1) Transfer Fee: The granting of any Certificate of Approval shall be based upon the condition that the transferee pay to the entity conducting the investigation, a fee determined in accordance with the By-Laws. The recording of the approval shall be deemed proof that the fee was paid. If not paid, it shall be treated as a delinquent common expense;

(2) Sale or Lease: If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such notice and information concerning the proposed purchaser or lessee (including responses to character and financial inquiries) that the association may request, the association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed in accordance with the By-Laws of the association, the form of which is attached thereto as Exhibit "A", which may

be recorded at the expense of the party recording the deed in the Public Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in accordance with the By-Laws of the association and delivered to the lessor. The liability of the unit owner under the terms of this Declaration shall continue notwithstanding the fact that this unit may have been leased;

(3) Gift; Devise or Inheritance; Other Transfers: If the unit owner giving notice has acquired his title or occupancy by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of the notice and information required to be furnished concerning such owner, the association must either approve or disapprove the continuance of the unit owner's ownership or occupancy of the unit. If approved, the approval shall be stated in a certificate executed by the association in accordance with the By-Laws of the association, the form of which is attached thereto as Exhibit "A", and which shall be recorded in the Public Records of Martin County, Florida, as hereinabove provided; and

(4) Approval of Corporate Owner or Purchaser: If the proposed purchaser of a unit is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring all persons who shall be occupants of the unit, to be approved by the association and that the principal of the corporation or entity shall guarantee the performance by the entity of the provisions of this instrument, including the Lease Agreement (if applicable), and execute either a copy thereof or a certificate to that effect.

12.3 DISAPPROVAL BY ASSOCIATION: If the association shall disapprove of a transfer of ownership or the leasing of a unit, the matter shall be disposed of in the following manner:

a. NO REQUEST FOR SUBSTITUTE: If the proposed transaction is not approved and the unit owner has made no demand for providing a substitute purchaser or lessee, the association shall deliver a Certificate of Disapproval executed in accordance with the By-Laws of the association and the transaction shall not be consummated.

b. SALE OR LEASE - REQUEST FOR SUBSTITUTE: If the proposed transaction is not approved, and the request for substitute has been made, the association shall deliver, or mail by registered mail, to the unit owner, a bona fide agreement to purchase or rent the unit by a purchaser or lessee approved by the association, who will purchase or lease and to whom the unit owner must sell or lease the unit upon the following terms:

(1) The price to be paid and the terms of payment shall be that stated in the disapproved offer to sell or lease;

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease; and

(3) If the association shall fail to provide a purchaser or lessee upon the demand of the unit owner in the manner provided, or if a purchaser or lessee furnished by the association shall default in his agreement to purchase or lease, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

c. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS: If the unit owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the association shall deliver or mail by registered mail to the unit owner, an agreement to purchase the unit by a purchaser approved by the association, who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the chairman of the local Board of Realtors. Upon determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the unit;

(2) The purchase price shall be paid in cash;

(3) The sale shall be closed within thirty (30) days following the determination of the sales price;

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Martin County, Florida;

(5) If the association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the association shall default in his agreement to purchase, the provisions of Paragraph 12.3

(b) (3) shall apply; and

(6) If an individual has acquired a right to occupy the unit and if the continuance thereof is disapproved, the unit shall be vacated by the occupant and the association may purchase as set forth above.

12.4 MORTGAGE: No unit owner may mortgage his unit, or any interest therein, without the approval of the association, except to an institutional mortgagee, developer, or to a vendor to secure a portion or all of the purchase price.

12.5 EXCEPTIONS; PROVISO: The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by, an institutional mortgagee, that acquired its title as the result of a deed from the mortgagor in lieu of foreclosure or through foreclosure proceedings, except this Section 12.5 shall apply.

a. Proviso: After an institutional mortgagee acquires title to a unit as hereinabove provided, such institutional mortgagee shall be subject to all of the provisions of this instrument.

b. Proviso: Should any purchaser acquire title to a unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the association of such fact, and shall be governed by Paragraph 12.3(c), and all of the provisions of this instrument.

12.6 CONDOMINIUM DOCUMENTS: It shall be the responsibility of the transferor of a condominium unit to transfer to transferee all the

condominium documents originally provided to said transferor. Notwithstanding this Paragraph 12.6, the transferee shall be bound by the terms of those instruments even though the transferor has failed to comply herewith.

12.7 UNAUTHORIZED TRANSACTIONS: Any sale, mortgage or lease not authorized, pursuant to the provisions of this Declaration, shall be void unless subsequently approved by the association.

12.8 PROVISIO: No Certificate of Approval shall be issued by the association, as provided in Paragraph 12 and the By-Laws, until all sums due by the unit owner pursuant to this Declaration are current and paid.

12.9 INAPPLICABILITY TO DEVELOPER: None of the provisions of this Paragraph 12 shall apply to any unit owned, initially or re-acquired, by developer and said firms may sell or lease any such units as it deems fit.

12.10 INTER-FAMILY TRANSFERS: None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses, or immediate families where the grantee is not to take immediate possession (i.e., life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession of the unit.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL: The association, its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person, pursuant to this Paragraph 12, or for the method or manner of conducting the investigation. The association, its agents or employees shall never be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS: The insurance which shall be purchased and maintained for the benefit of the condominium, shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE: All insurance purchased pursuant to this Paragraph 13, shall be purchased by the association for the benefit of the association, the unit owners and their respective mortgagees, as

their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. If possible, the policies shall provide that the insurer waives its right of subrogation as to any claims against unit owners and the association, their respective servants, agents and guests. Each unit owner and the association hereby agrees to waive any claim against each other and against other unit owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its right of subrogation as aforesaid. Said policies and endorsements may be deposited with the insurance trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms and conditions hereof.

13.2 COST AND PAYMENT OF PREMIUMS: The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual unit owners, is declared to be a common expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 UNIT OWNERS' RESPONSIBILITY: Each unit owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution, where possible.

13.4 COVERAGE: The following coverage shall be obtained by the association:

a. The building(s), as defined in Florida Statute 718.111(9) and all other insurable improvements upon the land, including all of the units, common elements, limited common elements, and all personal property owned by the association, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the association, in consultation with the insurance company providing the coverage. Said

coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available;

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the association in limits of not less than \$100,000 for bodily injury or death to any person; not less than \$300,000 for bodily injury or death resulting from any one accident or occurrence, and not less than \$50,000 for property damage. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the unit owners as a group to an individual unit owner and one unit owner to another;

c. Workmen's compensation policies shall be obtained to meet the requirements of law; and

d. Such other insurance as the Board of the association may determine to be necessary from time to time.

13.5 INSURANCE TRUSTEE: All insurance policies purchased in accordance with Paragraph 13.4 (a), shall provide that all proceeds payable to the association, as a result of any insured loss, except those specifically herein excluded, shall be paid to any institution doing business in Martin County, Florida, and having trust powers. Such bank shall be designated as trustee, from time to time, by the association (said trustee, acting as such, is herein referred to as the "insurance trustee"), and which appointment is subject only to the approval of the institutional mortgagee holding the greatest dollar amount of mortgages against units in the condominium. The insurance trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to

collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the association, the unit owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage to common elements shall be held in the same proportion as the share in the common elements, which is appurtenant to each of the units; and

b. Proceeds received on account of damage to the units shall be held in the following manner in undivided shares:

(1) Partial Destruction When the Building is to be Destroyed: For the benefit of the unit owners of the damaged units in proportion to the cost of restoring the same suffered by each damaged unit. Upon the request of the insurance trustee, the association shall certify to the insurance trustee, the appropriate proportion and each unit owner shall be bound thereby and the insurance trustee may rely upon said certification; and

(2) Total Destruction When the Building is Destroyed or When the Building is not to be Destroyed: For all unit owners of a destroyed building; the share of each being in the same proportion as the unit owner's undivided share in the common elements which is appurtenant to his unit. In the event a mortgagee endorsement has been issued hereunder, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear. In the event that there is more than one (1) building in the condominium, then the proceeds shall be held for the benefit of the unit owners in the destroyed building, as if it were the only building in the condominium.

c. As long as the construction lender in the project has a mortgage on a building, the proceeds of the hazard insurance shall, in the event of casualty, be paid as provided in the construction mortgage.

13.6 DISTRIBUTION OF PROCEEDS: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the unit owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the insurance trustee) in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof.

Any proceeds remaining after defraying said costs, shall be distributed to the association;

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the unit owners and their mortgagees as their interest may appear; and

c. In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate provided by the association as to the names of the unit owners and mortgagees and their respective shares of the distribution. Upon request of the insurance trustee, the association shall forthwith deliver said certificate.

13.7 ASSOCIATION AS AGENT: The association is irrevocably appointed agent for each unit owner, for each owner of a mortgage upon a unit, and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the association and to execute and deliver releases upon the payment of claims.

13.8 DETERMINATION TO RECONSTRUCT: If any part of the condominium property shall be damaged by casualty, the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. Common Element: If the damage is to only common elements, the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided, that the condominium shall be terminated;

b. Damage to Units: If the damage is to units and if units to which more than seventy (70%) percent of the common elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the condominium will be terminated without agreement as elsewhere provided, if, within sixty (60) days after the casualty, unit owners owning seventy (70%) percent or more of the common elements agree in writing to such termination; and

c. Certificate: The insurance trustee may rely upon a certificate of the association executed by its president or vice-president and secretary or assistant secretary, to determine whether or not the damage property is to be reconstructed or repaired.

13.9 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 after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the association.

13.10 NATURE OF RECONSTRUCTION: Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original buildings(s), or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes, if necessary.

13.11 ESTIMATES: In all instances hereunder, immediately after a casualty causing damage to the property for which the association has the responsibility of maintenance and repair, the association shall obtain a reliable, detailed estimate of the cost to replace the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any institutional mortgagee involved.

13.12 ASSESSMENTS: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units, shall be in proportion to the cost of reconstruction of their respective units. Such assessments on account of damage to common elements shall be in proportion to the unit owner's shares in the common elements.

13.13 DISPOSITION OF PROCEEDS: The proceeds of insurance and any special assessments, if any, collected on account of a casualty and

deposited with the insurance trustee by the association, shall constitute a construction fund, which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the unit owner: to such contractors, suppliers, and personnel for work done, materials supplied or services rendered for such reconstruction. Payments shall be in such amounts and at such times as the unit owners may direct, or if there is a mortgagee endorsement, to such payee as the unit owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the unit owner to make such reconstruction;

b. If the amount of the estimated cost of reconstruction is less than \$25,000 and is the responsibility of the association; the construction fund shall be disbursed directly to the association in payment of such costs and upon the association's order; provided, however, that upon the request of a mortgagee, which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the association and such mortgagee may properly direct; and

c. If the amount of the estimated cost of reconstruction is more than \$25,000 and is the responsibility of the association, then the reconstruction funds shall be paid from the account of the association, from time to time, as the work progresses. Said trustee shall make payments upon the written request of the association, accompanied by an appropriate certificate signed by both an officer of the association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the association or is justly due, and certifying that the sum requested does not exceed the value of the services and materials described in the certificate;

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known

which may become the basis of vendor's, mechanic's or materialman's liens; and

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the insurance trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the common elements and then to the units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the association; and

e. Payment for any reconstruction made under Paragraphs (b) and (c) of this paragraph shall be made by the insurance trustee and the association, only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the common elements.

13.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE

PROCEEDS: In the event a mortgagee endorsement has been issued relative to any unit, the share of the unit owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgage shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgage shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds, except distributions of such proceeds made to the unit owner and mortgagee where the responsibility for reconstruction is that of the unit owner. All mortgagees are to waive the rights to said proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All

covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the unit owner from his duty to reconstruct damage to his unit as heretofore provided.

13.15 AUTHORITY OF ASSOCIATION: In all instances herein, except when a vote of the membership of the association, or of a particular building, is specifically required, all decisions, duties and obligations of the association under this Paragraph 13 may be made by the Board. The association and its members shall jointly and severally be bound thereby.

13.6 REPAIR OF LAND: In the event, pursuant to the provisions of Paragraph 13.8(b), the condominium is not terminated, but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the prorata expense of the unit owners who own units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

13.17 CONVEYANCE TO ASSOCIATION: In the event, pursuant to the provisions of Paragraph 13.8(b), hereof, the condominium is not terminated, but a building is not to be restored, the payment of any insurance funds to the unit owners and/or their mortgagees of said building on account of casualty to said building, shall be contingent upon such unit owner's conveying by quit-claim deed, executed in recordable form, all units in said building to the association, and further contingent upon the mortgagees thereof executing satisfactions of mortgages, in recordable form for all mortgages encumbering units in said building. The share of common expenses of said units conveyed to the association shall be a common expense to be shared by the remaining unit owners of the condominium. Since said remaining unit owners will not own one hundred (100%) percent of the common elements, due to the fact that the association will own the units of said building which were not restored, and in order to collect said common expenses attributable to the units owned by the association, there shall be added to the Budget, an amount

entitled "Common Expenses of Association's Units", which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the association, the amount to be collected from the remaining unit owners according to their percentage of common expenses equals expenses and assessments.

14. ASSESSMENTS:

14.1 GENERAL AUTHORITY: The association, through its Board, shall have the power to make, levy and collect regular and special assessments for common expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the directors of the association to be common expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY: All common expenses levied against unit owners and units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the common elements, unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the limited common elements. Should the association be the owner of any unit(s), the assessment, which would otherwise be due and payable to the association or others by the owner of such unit(s), shall be a common expense as the same relates to the collection of such sums from the unit owners to pay the association's obligations. Developer's liability shall be as specified in Paragraph 7 of this Declaration.

14.3 PAYMENT: The assessments of the association levied against the unit owner and his unit, shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the association.

14.4 EMERGENCIES: If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the condominium, or in the event of emergencies, the Board of Directors shall

have the authority to levy such additional assessment or assessments as it shall deem necessary.

a. Reserve Fund: The Board of Directors of the association in assessing for common expenses, shall include therein, a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance as required by Florida Statutes; and

b. Operating Reserve Fund: The Board of Directors of the association in assessing for common expenses may include therein, a sum to be collected and maintained as a general operating reserve, which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time, existing as a result of delinquent payment of assessments by unit owners, or as a result of emergencies.

14.5 SEPARATE PROPERTY: All monies collected by the association shall, unless the same is collected for the benefit of others, be the separate property of the association. Such monies may be applied by the association to the payment of any expense of operating and managing the condominium property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the association. All assessments received by the association shall be held for the benefit of the unit owners. No unit owner shall have the right to assign, hypothecate, pledge, or in any manner transfer his interests therein, except as an appurtenance to his unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a unit owner. When the owner of a unit shall cease to be a member of the association by the divestment of his ownership of such unit, the association shall not be required to account to such owner for any share of the funds or assets of the association.

14.6 DEFAULT: The payment of any assessment or installment thereof due to the association, shall be in default if such payment is not paid to the association when due. If in default in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof

and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00, which is acknowledged not to be a penalty, shall be then due and payable. In the event that any unit owner is in default in payment of any assessments or installations thereof owed to the association, said unit owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

14.7 NO WAIVER: No unit owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the common elements or by abandonment of the unit for which the assessments are made or in any other manner.

14.8 LIEN: The association is hereby granted a lien upon each condominium unit, which lien shall secure the payment of all monies from each unit owner for which he is liable to the association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to the association may be foreclosed as provided in the Condominium Act (Florida Statute 718, et., seq.). The lien granted to the association shall further secure such advances for taxes and payments on account of institutional mortgages, liens or encumbrances which may be advanced by the association, in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the association having the highest priority and dignity shall be the lien of the association.

14.9 PROVISIO: In the event that any institutional mortgagee shall acquire title to any unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the association, pertaining to the condominium

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unit or chargeable to the former unit owner of the unit, which became due prior to acquisition of title, as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all unit owners of any nature, including, without limitation, a purchaser at a judicial sale or institutional mortgagee, shall be liable for all assessments, both for common expenses or otherwise, coming due while he is the unit owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS: Any unit owner, mortgagee or lienor may require the appropriate certificate as set forth in Florida Statute 718.116 (7).

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID: In any voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature incurred prior to the time of such voluntary conveyance. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage, including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of such unit until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred by the association and owing by the former unit owner, have been paid in full.

14.12 NO ELECTION OF REMEDIES: The institution of a suit at law for collection of any delinquent assessment, may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection, shall not be deemed an election precluding the institution of suit at law for collection of the same. All unit owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

14.13 LIENS - MECHANICS: The creation and enforcement of mechanic's and other liens against the units and condominium property, except those created by this Declaration, shall be governed by the provisions of (Florida Statute 718.121 - Liens), the Condominium Act.

15. TERMINATION: The condominium may be terminated in the following manner:

15.1 DESTRUCTION: If it is determined in the manner provided in Paragraph 13, that the condominium property, as a whole, shall not be reconstructed, the condominium will be terminated.

15.2 AGREEMENT: As provided in Florida Statute 718.117 of the Condominium Act, the condominium may be terminated at any time by the approval in writing of all unit owners and all record owners of mortgages on units.

If the proposed termination is submitted to a meeting of the association, and if the approval of the unit owners owning not less than seventy-five (75%) percent of the common elements and their institutional mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving unit owners (through the association), shall have an option to buy all of the units of the disapproving unit owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those unit owners approving the termination shall be irrevocable until the expiration of the option. Any unit owner voting against termination, or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the secretary of the association. The option shall be upon the following terms:

a. Exercise of Option: The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the association, to each of the owners of the units voting against termination. The agreement shall be subject to the purchase of all units owned by owners not approving the termination;

b. Price: The sale price for each unit shall be the fair market value as determined between the seller and the association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any unit, the price shall be determined by an appraiser appointed by the chairman of the local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction;

c. Payment: The purchase price shall be paid in cash;

d. Form: The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Martin County, Florida; and

e. Closing: The sale of all units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last unit to be purchased.

15.3 CERTIFICATE: The termination of the condominium shall be evidenced by a certificate of the association, executed by its president and secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

15.4 SHARES OF OWNERS AFTER TERMINATION: After termination of the condominium, the unit owners shall own the condominium property and all assets of the association, as tenants in common, in undivided shares, that shall be equal to the sum of the undivided shares in the common elements appurtenant to the units, prior to termination, so that the sum total of the ownership shall equal one hundred (100%) percent.

15.5 OCCUPANCY RIGHTS AFTER TERMINATION: In the event of termination of the condominium by agreement, pursuant to Paragraph 15.2 hereof, each approving unit owner shall have the perpetual exclusive right to occupy the air space which formerly constituted said unit owner's condominium unit prior to termination, unless otherwise agreed upon in writing evidenced by a certificate executed by said unit owner and recorded in the Public Records.

15.6 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION: All exclusive rights of use of common elements shall be extinguished by virtue of the termination of the condominium.

15.7 AMENDMENT: This Paragraph 15 concerning termination cannot be amended without written consent of all unit owners, all record owners of mortgages upon the units and if any units are subject to the Lease Agreement, then the consent of the association shall be required.

15.8 EQUITABLE RIGHTS: Unit owners shall have such rights as provided in Florida Statute 718.118.

16. AMENDMENTS: Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

16.1 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 to be considered.

16.2 PROPOSAL OF AMENDMENT: Except as otherwise required by Florida Statute 718.403, an amendment may be proposed by either the unanimous vote of the Board of Directors of the association, or by fifteen (15%) percent of the members of the association. Directors and members not present in person or by proxy at the meeting considering the amendment, may express their approval in writing, provided such approval is delivered to the secretary within ten (10) days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

- a.
- b. Until the first election of a majority of the directors by the membership, as provided for in ARTICLE VII of the Articles of Incorporation, only by all of the directors.

16.3 PROVISOR: Except as otherwise provided in this document:

- a. No amendment shall alter a unit owner's percentage in the common elements, alter his proportionate share in the common expense or common surplus, change a unit owner's voting rights, or alter the basis

for apportionment of assessment which may be levied by the association against a unit owner without the written consent of the unit owner;

b. No amendment shall be passed which shall impair or prejudice the right and priorities of any institutional mortgagee without the written consent of the institutional mortgagee affected;

c. Until the last unit in the condominium is sold by the developer, no amendment to this Declaration shall be made or shall be effective without the written approval of the developer; and

d. Prior to the recording in the Public Records of a deed from the developer, the developer without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment in the Public Records.

16.4 EXECUTION AND RECORDING: Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

17. REMEDIES:

17.1 RELIEF: Each unit owner and the association shall be governed by and shall comply with the provisions of this Declaration. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of liens or any combination thereof, for any other action available pursuant to the Condominium Act or law. Suit may be sought by the association, developer, or, if appropriate, by one or more unit owners and the prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees on appeal. Each unit owner acknowledges that the failure to comply with any of the provisions of this Declaration, shall or may constitute an injury to the association, developer, or other unit owners, and that such injury may be irreparable. Upon request, an institutional mortgagee is entitled to written

notification from the association of any default by its mortgagor of any obligation under this Declaration or the By-Laws.

17.2 COSTS AND ATTORNEYS' FEES: In any proceeding arising because of an alleged default, act, failure to act, or violation by the unit owner or association, including the enforcement of any lien granted pursuant to this Declaration or its exhibits, the developer shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the developer for any reason whatsoever; including, but not limited to, (1) actions for declaratory judgment; (2) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits; and (3) that any provision of the same is unconscionable, unfair (or the like) or violates any state or Federal law or regulation, and if the developer is the prevailing party, then, in that event, the developer is entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs, including those not normally allowable in actions at law, such as, but not limited to copies of depositions, whether or not used at trial, travel expenses for witnesses traveling from without Martin County for the purpose of testifying at trial or deposition, expert witnesses, fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony, witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

17.3. NO WAIVER: The failure of the developer to enforce any right, provision, covenant or condition created or granted by this Declaration, shall not constitute a waiver of the rights of said party to enforce such right, provision, covenant or condition in the future.

17.4 RIGHTS CUMULATIVE: All rights, remedies and privileges granted to the association, the developer or unit owner pursuant to any

of the provisions of this Declaration, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party, thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each unit owner agrees in any proceeding brought pursuant to the provisions hereof, not to plead or defend the same on the theory of "election of remedies".

17.5 VENUE; WAIVER OF TRIAL BY JURY: Every unit owner or occupant and all persons claiming any interest in a unit, agrees that in any suit or proceeding brought pursuant to this Declaration, such suit shall be brought in the Circuit Court of the Nineteenth Judicial Circuit, in and for Martin County, Florida, or the United States District Court, Southern District of Florida, as the same is not constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the developer, do further waive the right to trial by jury and consent to a trial by the court without a jury.

17.6 APPOINTMENT OF AGENT; PROVISIO: Should suit be instituted, the unit owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida, as their agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Martin County, Florida. The provisions hereof shall not be applicable to the developer.

18. MISCELLANEOUS RIGHTS OF DEVELOPER:

18.1 CONFLICT OF INTEREST: No representative of the developer serving on the Board of Directors of the association shall be required to disqualify himself from any vote upon any management contract, lease, or other matter between the developer and the association where the developer may have a pecuniary or other interest. Developer, as a member of the association, shall not be required to disqualify itself in any vote which may come before the membership of the association upon any management contract, lease, or other matter where developer may have

a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon, whether or not such vote was necessary for the adoption, ratification or execution of same.

18.2 RIGHT TO USE FACILITIES: Notwithstanding any provisions of this Declaration to the contrary, the developer shall have the right to use and occupy any unsold unit, the common elements and any of the limited common elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose. Until the developer has conveyed the last unit in the condominium, the developer shall not be subject to the use of other restrictions contained in any of the provisions of this Declaration or exhibits attached hereto.

19. NOTICES: Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, at their place of residence in the condominium. Notices to the association shall be delivered or mailed to the secretary of the association, or in case of the secretary's absence, then to the president of the association.

Notices to the developer shall be made to developer at:
1160 S.W. Martin Downs Boulevard, Palm City, Florida.

20. CONSTRUCTION: All of the provisions of this Declaration shall be construed in accordance with the laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

21. GENDER: Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neutral gender.

22. CAPTIONS: The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs, or considered in connection with the construction of any of the provisions of this Declaration.

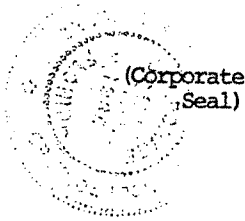
23. SEVERABILITY: If any term or provision of this Declaration, or the application thereof to any person or circumstances, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Director has executed this Declaration on the 21st day of May, A. D., 1985.

Signed, Sealed and Delivered in the presence of:

SEABRIDGE ASSOCIATES, INC.

By: Donald J. Ricci, Vice-President



(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DONALD J. RICCI, Vice-President of SEABRIDGE ASSOCIATES, INC., to me known to be the person described in and who executed the foregoing instrument in behalf of the corporation and acknowledged before me the execution of same.

WITNESS My hand and official seal in the County and State last aforesaid, this 21st day of May, 1985.

Mary Corvino
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 4, 1988
Bonded thru National Surety Corp.

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JOINDER OF MORTGAGEE

CYPRESS SAVINGS ASSOCIATION, a Florida corporation, herein called the "Mortgagee", the owner and holder of a mortgage recorded August 1, 1984 in Official Records Book 610, Page 1008, Public Records of Martin County, Florida, upon lands located in a parcel of land lying in Section R-5, Heritage Ridge, Stuart, Florida, within Martin County, more particularly described as follows:

SEE EXHIBIT "Z" ATTACHED

CYPRESS SAVINGS ASSOCIATION

BY: Warren W. Murawski
Warren W. Murawski
Executive Vice President

ATTEST:

P.L. Goud

P.L. Goud
Division Vice President

STATE OF FLORIDA)

COUNTY OF ~~MARTIN~~)
BROWARD

The foregoing Joinder of Mortgagee was acknowledged before me by Warren W. Murawski and P.L. Goud of CYPRESS SAVINGS ASSOCIATION, in their capacity as Executive Vice President and Division Vice President of Cypress Savings Association, a Florida corporation, on behalf of said company, this 17 day of May, 1984. 85

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 15, 1985
BONDED THRU FIDELITY & DEPOSIT CO. OF MARYLAND

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COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD AT THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 394.43 FEET; THENCE RUN NORTH $66^{\circ}06'59''$ EAST A DISTANCE OF 656.76 FEET; THENCE RUN NORTH $66^{\circ}05'59''$ EAST A DISTANCE OF 211.62 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 825.54 FEET; THENCE RUN SOUTH $80^{\circ}37'06''$ EAST A DISTANCE OF 211.21 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 198.78 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$, AND CHORD BEARING OF SOUTH $55^{\circ}22'06''$ EAST A DISTANCE OF 175.21 FEET; THENCE RUN SOUTH $59^{\circ}42'54''$ WEST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD AT THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 394.43 FEET; THENCE RUN NORTH $66^{\circ}06'59''$ EAST A DISTANCE OF 656.76 FEET; THENCE RUN NORTH $66^{\circ}05'59''$ EAST A DISTANCE OF 211.62 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 825.54 FEET; THENCE RUN SOUTH $80^{\circ}37'06''$ EAST A DISTANCE OF 211.21 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 198.78 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$, AND CHORD BEARING OF SOUTH $55^{\circ}22'06''$ EAST A DISTANCE OF 175.21 FEET; THENCE RUN SOUTH $59^{\circ}42'54''$ WEST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

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BETHAM ASSOCIATES

Engineers • Planners • Surveyors
921 Northeast Commercial Street
Jensen Beach, Florida 33457
(805) 334-1800 • 465-6380

DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 1

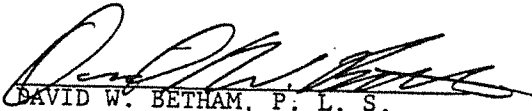
COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 35.78 FEET;

EXHIBIT "A-1"

-51-

THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE OF 95.00 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 174.71 FEET; THENCE RUN NORTH $43^{\circ}00'00''$ EAST A DISTANCE OF 34.46 FEET; THENCE RUN NORTH $47^{\circ}00'00''$ WEST A DISTANCE OF 126.00 FEET; THENCE RUN SOUTH $43^{\circ}00'00''$ WEST A DISTANCE OF 64.00 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 172.48 FEET; THENCE RUN NORTH $55^{\circ}40'00''$ EAST A DISTANCE OF 56.85 FEET; THENCE RUN NORTH $34^{\circ}20'00''$ WEST A DISTANCE OF 130.00 FEET; THENCE RUN SOUTH $55^{\circ}40'00''$ WEST A DISTANCE OF 44.88 FEET; THENCE RUN NORTH $04^{\circ}30'00''$ EAST A DISTANCE OF 62.68 FEET; THENCE RUN NORTH $85^{\circ}30'00''$ WEST A DISTANCE OF 129.00 FEET; THENCE RUN SOUTH $04^{\circ}30'00''$ WEST A DISTANCE OF 78.00 FEET; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 247.62 FEET; THENCE RUN NORTH $66^{\circ}06'59''$ EAST A DISTANCE OF 561.20 FEET; THENCE RUN NORTH $66^{\circ}05'59''$ EAST A DISTANCE OF 123.56 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 231.28 FEET; THENCE RUN SOUTH $63^{\circ}57'46''$ WEST A DISTANCE OF 104.50 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 81.00 FEET; THENCE RUN SOUTH $63^{\circ}57'46''$ WEST A DISTANCE OF 32.50 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 125.00 FEET; THENCE RUN SOUTH $68^{\circ}54'11''$ EAST A DISTANCE OF 227.85 FEET; THENCE RUN NORTH $63^{\circ}57'46''$ EAST A DISTANCE OF 70.00 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 224.54 FEET; THENCE RUN SOUTH $80^{\circ}37'06''$ EAST A DISTANCE OF 211.21 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 198.78 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$, AND CHORD BEARING OF SOUTH $55^{\circ}22'06''$ EAST A DISTANCE OF 175.21 FEET; THENCE RUN SOUTH $59^{\circ}42'54''$ WEST A DISTANCE

OF 80.00 FEET TO THE POINT OF BEGINNING.


DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

SEPTEMBER 5, 1984

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DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 2

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-2"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 35.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 186.87 FEET; THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE OF 68.10 FEET; THENCE RUN NORTH $43^{\circ}00'00''$ EAST A DISTANCE OF 29.52 FEET; THENCE RUN SOUTH $71^{\circ}19'52''$ EAST A DISTANCE OF 174.71 FEET; THENCE RUN SOUTH $18^{\circ}40'08''$ WEST A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.


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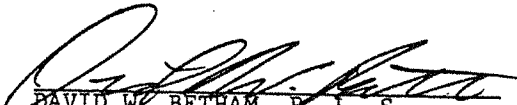
DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 3

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-3"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 222.65 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST A
DISTANCE OF 114.81 FEET; THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE
OF 120.00 FEET; THENCE RUN NORTH $43^{\circ}00'00''$ EAST A DISTANCE OF 64.00
FEET; THENCE RUN SOUTH $47^{\circ}00'00''$ EAST A DISTANCE OF 126.00 FEET;
THENCE RUN SOUTH $43^{\circ}00'00''$ WEST A DISTANCE OF 63.99 FEET; THENCE RUN
SOUTH $18^{\circ}40'08''$ WEST A DISTANCE OF 68.10 FEET TO THE POINT OF
BEGINNING.


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LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 4

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-4"

-58-

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE
RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 394.43 FEET; THENCE RUN
NORTH $66^{\circ}06'59''$ EAST A DISTANCE OF 656.76 FEET; THENCE RUN NORTH
 $66^{\circ}05'59''$ EAST A DISTANCE OF 211.62 FEET; THENCE RUN SOUTH
 $26^{\circ}02'14''$ EAST A DISTANCE OF 429.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE TO RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 172.00
FEET; THENCE RUN SOUTH $63^{\circ}57'46''$ WEST A DISTANCE OF 70.00 FEET;
THENCE RUN NORTH $68^{\circ}54'11''$ WEST A DISTANCE OF 177.85 FEET; THENCE RUN
NORTH $21^{\circ}05'49''$ WEST A DISTANCE OF 61.22 FEET; THENCE RUN NORTH
 $63^{\circ}57'46''$ EAST A DISTANCE OF 146.11 FEET TO THE POINT OF BEGINNING.


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SEPTEMBER 5, 1984

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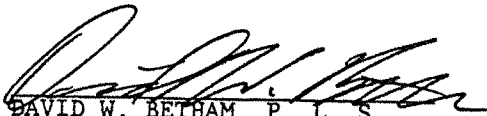
DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 5

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET;

EXHIBIT A-5"

THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 394.43 FEET; THENCE
RUN NORTH $66^{\circ}06'59''$ EAST A DISTANCE OF 656.76 FEET; THENCE RUN
NORTH $66^{\circ}05'59''$ EAST A DISTANCE OF 211.62 FEET; THENCE RUN SOUTH
 $26^{\circ}02'14''$ EAST A DISTANCE OF 309.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE TO RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 120.00
FEET; THENCE RUN SOUTH $63^{\circ}57'46''$ WEST A DISTANCE OF 146.11 FEET;
THENCE RUN SOUTH $21^{\circ}05'49''$ WEST A DISTANCE OF 61.22 FEET; THENCE
RUN NORTH $68^{\circ}54'11''$ WEST A DISTANCE OF 50.00 FEET; THENCE RUN NORTH
 $26^{\circ}02'14''$ WEST A DISTANCE OF 125.00 FEET; THENCE RUN NORTH $63^{\circ}57'46''$
EAST A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.


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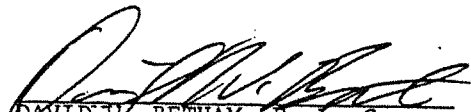
DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 6

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-6"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE
RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 394.43 FEET; THENCE RUN NORTH
 $66^{\circ}06'59''$ EAST A DISTANCE OF 656.76 FEET; THENCE RUN NORTH $66^{\circ}05'59''$
EAST A DISTANCE OF 211.62 FEET; THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A
DISTANCE OF 228.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE
TO RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 81.00 FEET; THENCE RUN
SOUTH $63^{\circ}57'46''$ WEST A DISTANCE OF 192.50 FEET; THENCE RUN NORTH
 $26^{\circ}02'14''$ WEST A DISTANCE OF 81.00 FEET; THENCE RUN NORTH $63^{\circ}57'46''$
EAST A DISTANCE OF 192.50 FEET TO THE POINT OF BEGINNING.


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SEPTEMBER 5, 1984

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LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 7

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-7"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE RUN
NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 394.43 FEET; THENCE RUN NORTH
 $66^{\circ}06'59''$ EAST A DISTANCE OF 656.76 FEET; THENCE RUN NORTH $66^{\circ}05'59''$
EAST A DISTANCE OF 123.56 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE TO RUN SOUTH $66^{\circ}05'59''$ EAST A DISTANCE OF 88.06 FEET;
THENCE RUN SOUTH $26^{\circ}02'14''$ EAST A DISTANCE OF 228.00 FEET; THENCE
RUN SOUTH $63^{\circ}57'46''$ WEST A DISTANCE OF 88.00 FEET; THENCE RUN NORTH
 $26^{\circ}02'14''$ WEST A DISTANCE OF 231.28 FEET TO THE POINT OF BEGINNING.


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LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 8

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-8"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 337.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 181.90 FEET; THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE OF 107.50 FEET; THENCE RUN NORTH $55^{\circ}40'00''$ EAST A DISTANCE OF 15.65 FEET; THENCE RUN SOUTH $71^{\circ}19'52''$ EAST A DISTANCE OF 172.48 FEET; THENCE RUN SOUTH $18^{\circ}40'08''$ WEST A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.


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SEPTEMBER 5, 1984

BETHAM ASSOCIATES

Engineers • Planners • Surveyors
921 Northeast Commercial Street
Jensen Beach, Florida 33457
(305) 334-1800 • 465-6380

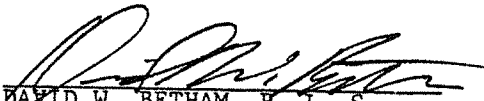
DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 9

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-9"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 519.36 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST
A DISTANCE OF 97.91 FEET; THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE
OF 193.58 FEET; THENCE RUN NORTH $55^{\circ}40'00''$ EAST A DISTANCE OF 62.67
FEET; THENCE RUN SOUTH $34^{\circ}20'00''$ EAST A DISTANCE OF 130.00 FEET;
THENCE RUN SOUTH $55^{\circ}40'00''$ WEST A DISTANCE OF 72.50 FEET; THENCE
RUN SOUTH $18^{\circ}40'08''$ WEST A DISTANCE OF 107.50 FEET TO THE POINT OF
BEGINNING.


DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

SEPTEMBER 5, 1984

BETHAM ASSOCIATES

Engineers • Planners • Surveyors

921 Northeast Commercial Street

Jensen Beach, Florida 33457

(305) 334-1800 • 465-6380

DAVID W. BETHAM • P.L.S.

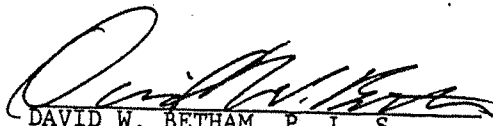
LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 10

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-10"

BOOK 637 PAGE 71

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 617.27 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST A
DISTANCE OF 70.58 FEET; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE
OF 94.43 FEET; THENCE RUN NORTH $59^{\circ}52'54''$ EAST A DISTANCE OF 95.00
FEET; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 42.00 FEET;
THENCE RUN NORTH $04^{\circ}30'00''$ EAST A DISTANCE OF 78.00 FEET; THENCE
RUN SOUTH $85^{\circ}30'00''$ EAST A DISTANCE OF 129.00 FEET; THENCE RUN SOUTH
 $04^{\circ}30'00''$ WEST A DISTANCE OF 62.68 FEET; THENCE RUN SOUTH $55^{\circ}40'00''$
WEST A DISTANCE OF 17.79 FEET; THENCE RUN SOUTH $18^{\circ}40'08''$ WEST A
DISTANCE OF 193.58 FEET TO THE POINT OF BEGINNING.



DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

SEPTEMBER 5, 1984

BETHAM ASSOCIATES

Engineers • Planners • Surveyors
921 Northeast Commercial Street
Jensen Beach, Florida 33457
(305) 334-1800 • 465-6380

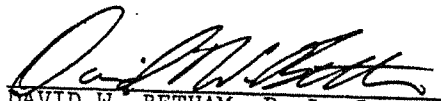
DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 11

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET;

EXHIBIT "A-11"

THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE
RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 94.43 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE TO RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE
OF 127.00 FEET; THENCE RUN NORTH $59^{\circ}52'54''$ EAST A DISTANCE OF 95.00
FEET; THENCE RUN SOUTH $30^{\circ}07'06''$ EAST A DISTANCE OF 127.00 FEET;
THENCE RUN SOUTH $59^{\circ}52'54''$ WEST A DISTANCE OF 95.00 FEET TO THE
POINT OF BEGINNING.


DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

SEPTEMBER 5, 1984

BETHAM ASSOCIATES

Engineers • Planners • Surveyors

921 Northeast Commercial Street

Jensen Beach, Florida 33457

(305) 334-1800 • 465-6380


DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 12

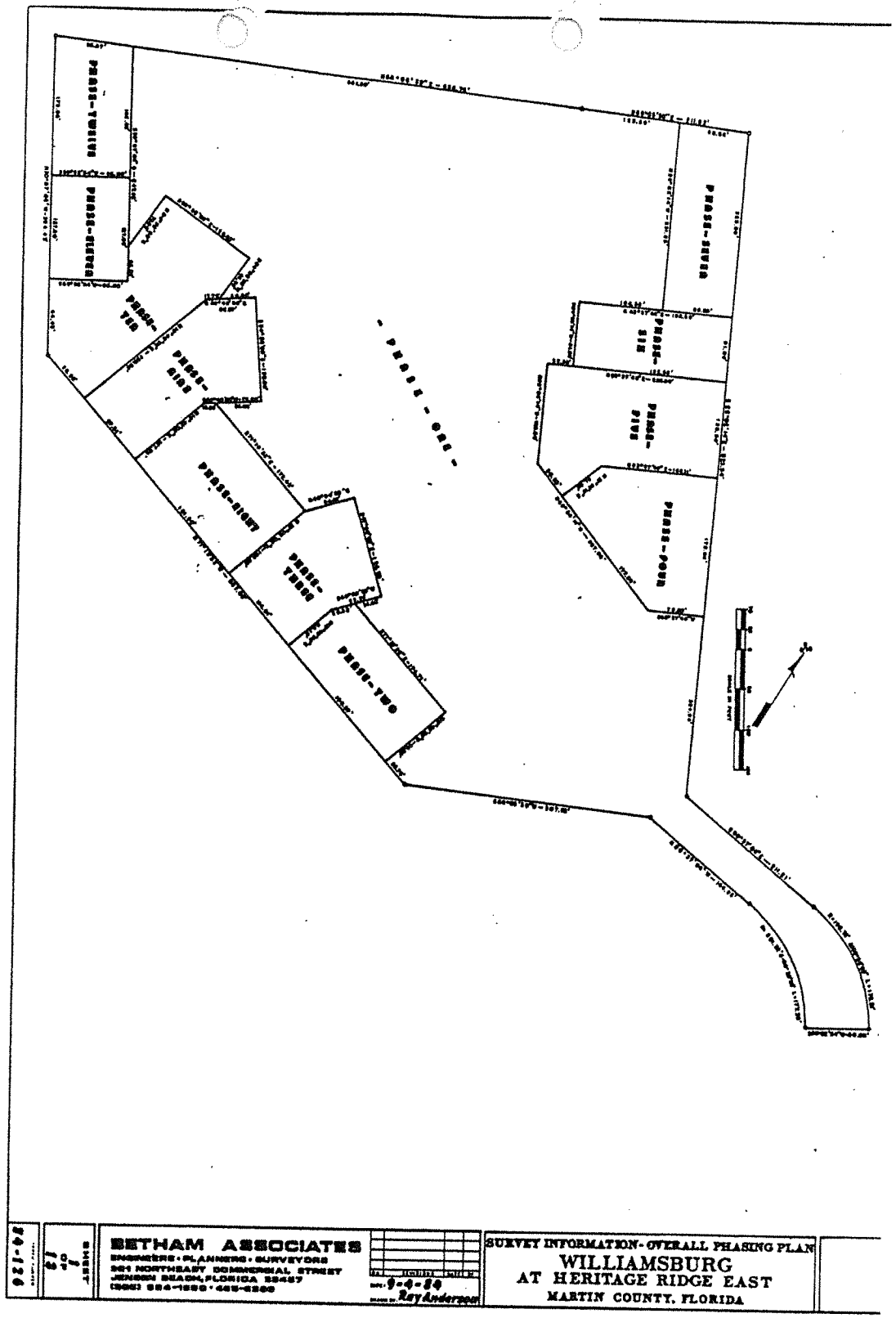
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EXHIBIT "A-12"

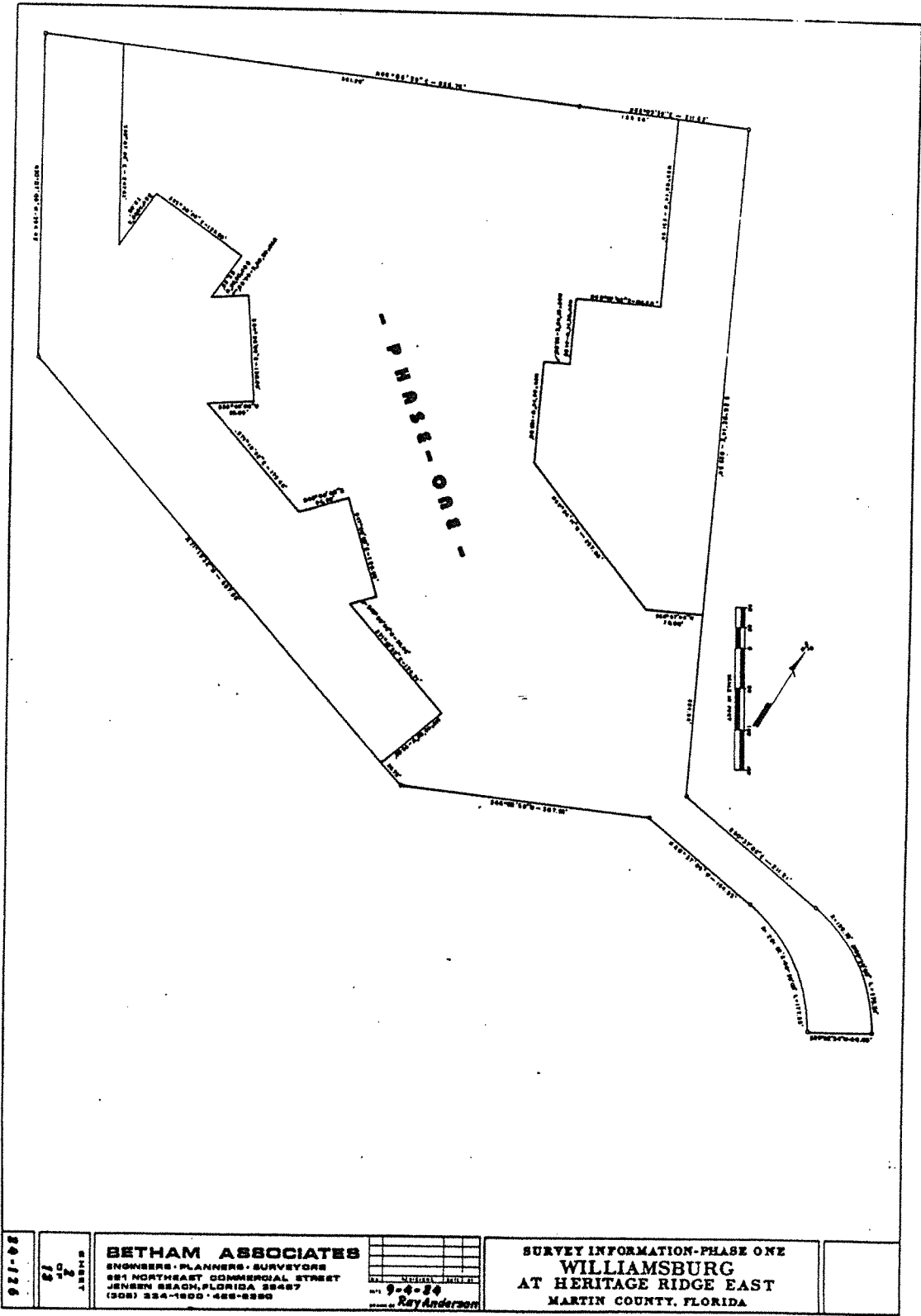
THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 687.85 FEET; THENCE
RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 221.43 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE TO RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE
OF 173.00 FEET; THENCE RUN NORTH $66^{\circ}06'59''$ EAST A DISTANCE OF 95.57
FEET; THENCE RUN SOUTH $30^{\circ}07'06''$ EAST A DISTANCE OF 162.62 FEET;
THENCE RUN SOUTH $59^{\circ}52'54''$ WEST A DISTANCE OF 95.00 FEET TO THE
POINT OF BEGINNING.


DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

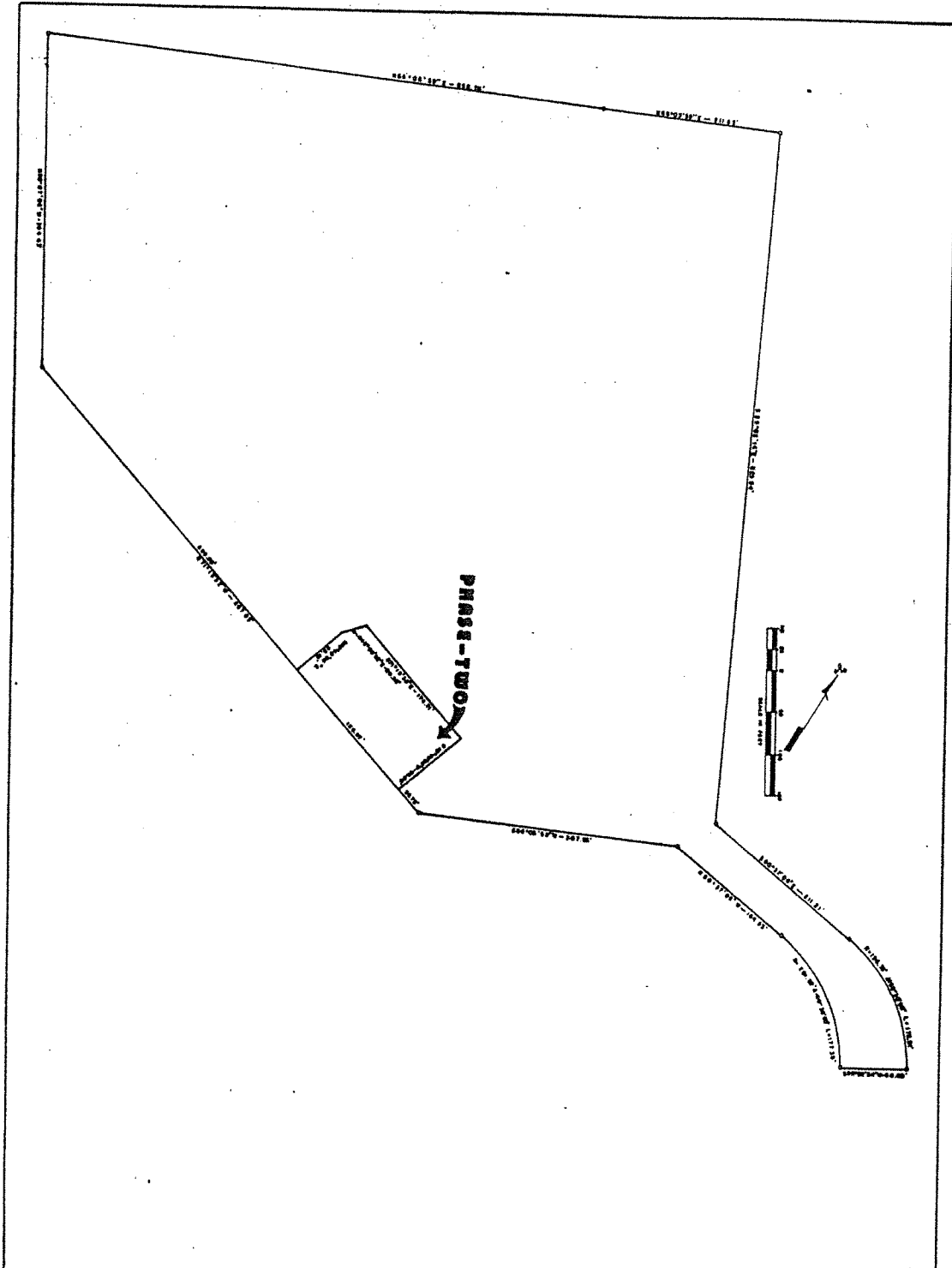
SEPTEMBER 5, 1984



84-128	SHEET 7 OF 13	BETHAM ASSOCIATES ENGINEERS • PLANNERS • SURVEYORS 501 NORTHEAST COMMERCIAL STREET JENSEN BEACH, FLORIDA 33457 (407) 555-1555 • 422-8200	DATE: _____ BY: _____ CHECKED BY: _____ SCALE: 1" = 40'-0"	SURVEY INFORMATION - OVERALL PHASING PLAN WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA
			DRAWN BY: _____ CHECKED BY: _____ DATE: 8-4-88 BY: Ray Anderson	

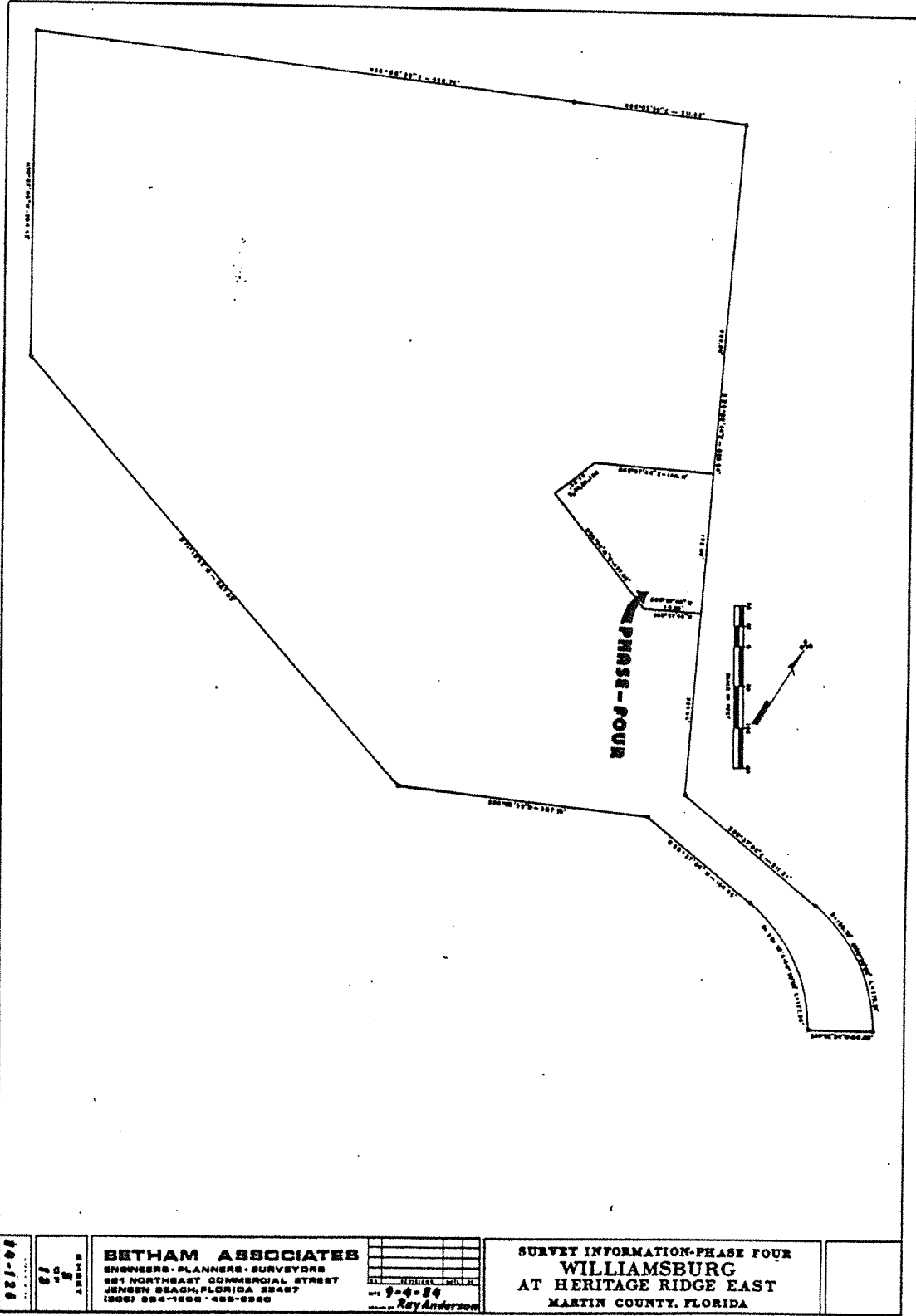


20-126 12	SHEET 1 12	BETHAM ASSOCIATES ENGINEERS · PLANNERS · SURVEYORS 221 NORTHEAST COMMERCIAL STREET JENSEN BEACH, FLORIDA 33487 (202) 334-1800 · 422-2222	9-4-84 <i>Ray Anderson</i>	SURVEY INFORMATION-PHASE ONE WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA	
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24-126 SHEET NO. 2 OF 2	BETHAM ASSOCIATES ENGINEERS · PLANNERS · SURVEYORS 325 NORTHEAST COMMERCIAL STREET JENSEN BEACH, FLORIDA 33467 (208) 234-1800 · 488-6260	<table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>									SURVEY INFORMATION-PHASE TWO WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA
DATE: 9-9-88 BY: Ray Anderson											

O R BOOK 637 PAGE 79



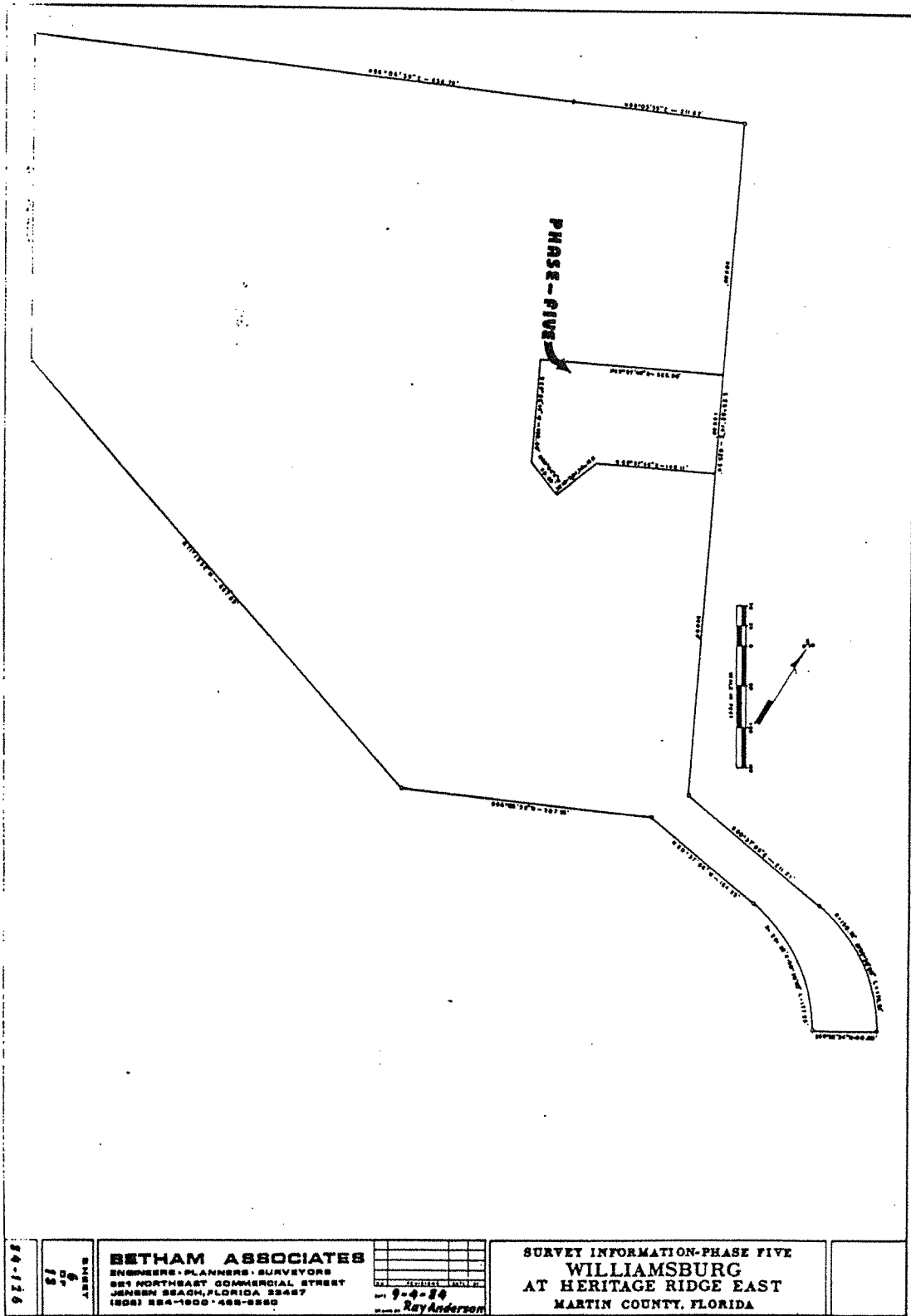
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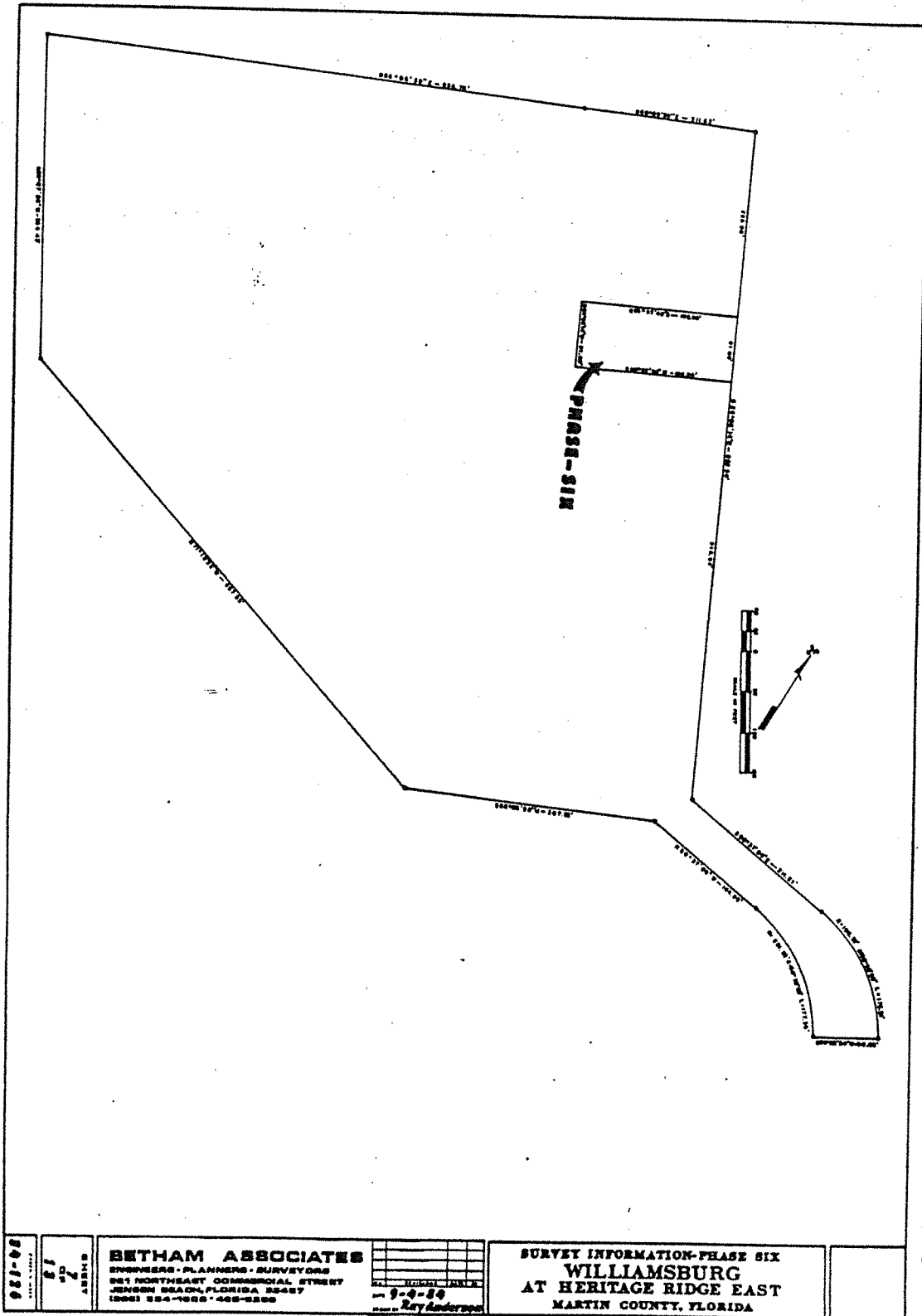
BETHAM ASSOCIATES
 ENGINEERS • PLANNERS • SURVEYORS
 821 NORTHEAST COMMERCIAL STREET
 JENSEN BEACH, FLORIDA 32447
 (386) 334-1800 • 488-8280

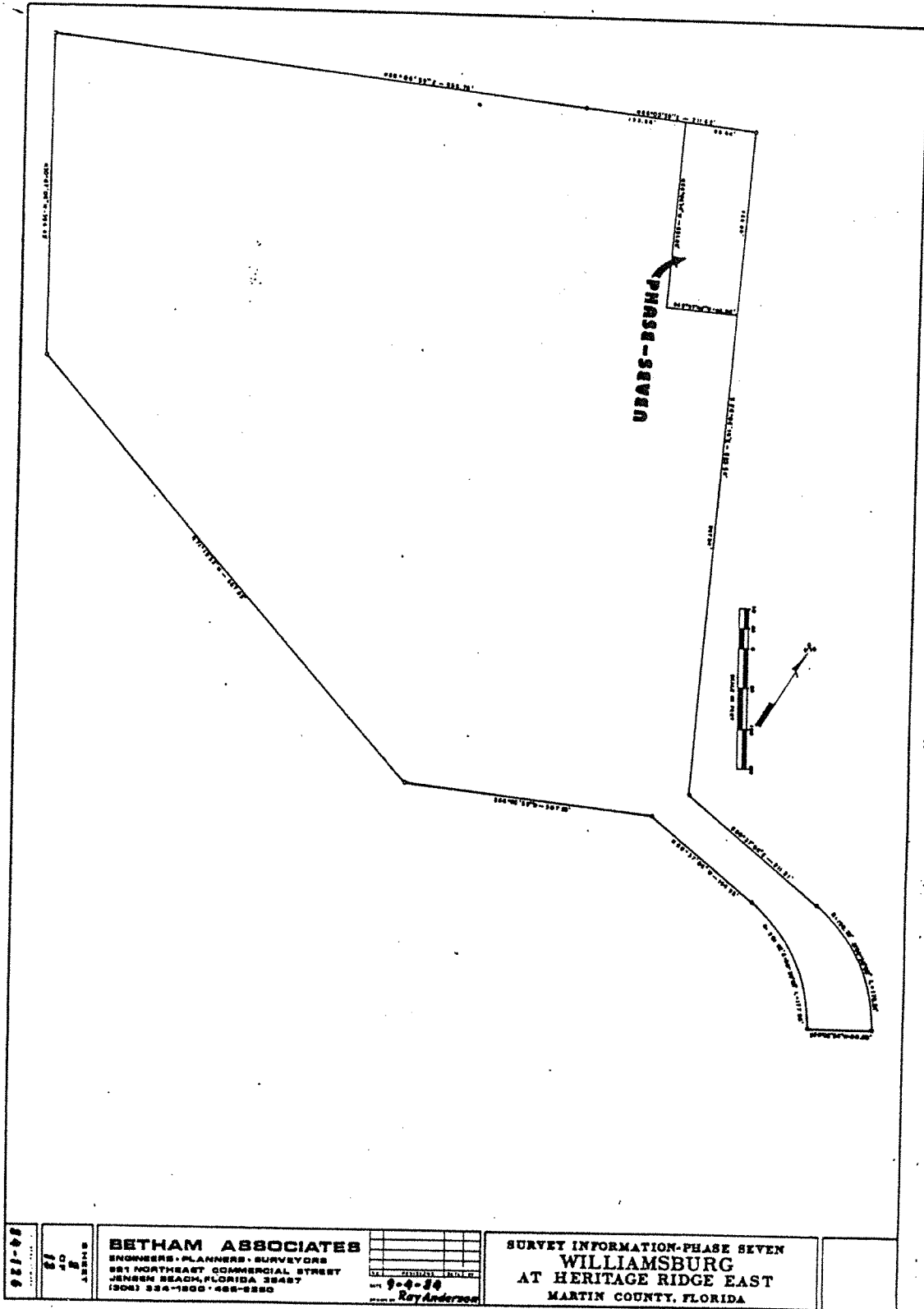
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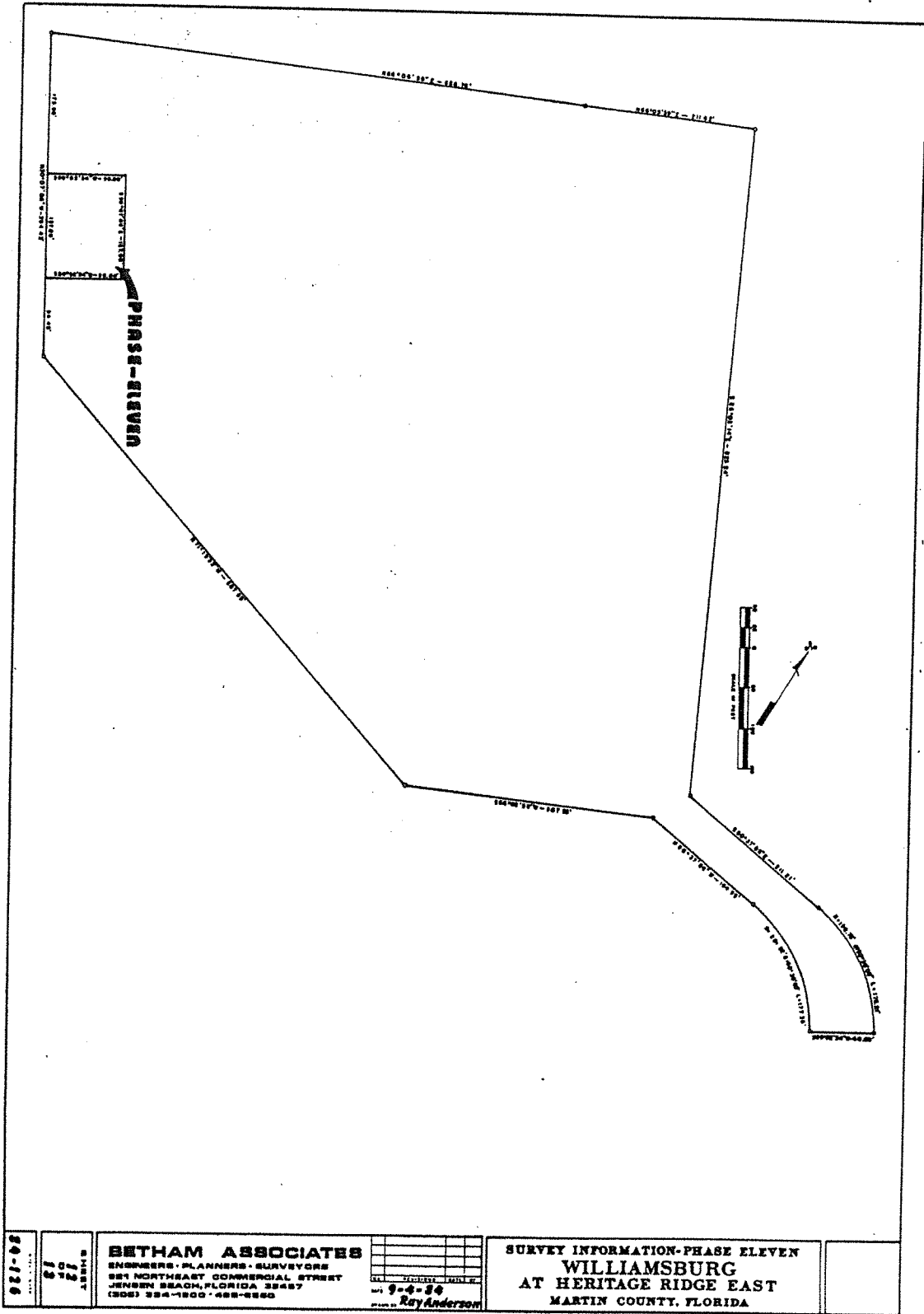
9-4-88
 Ray Anderson

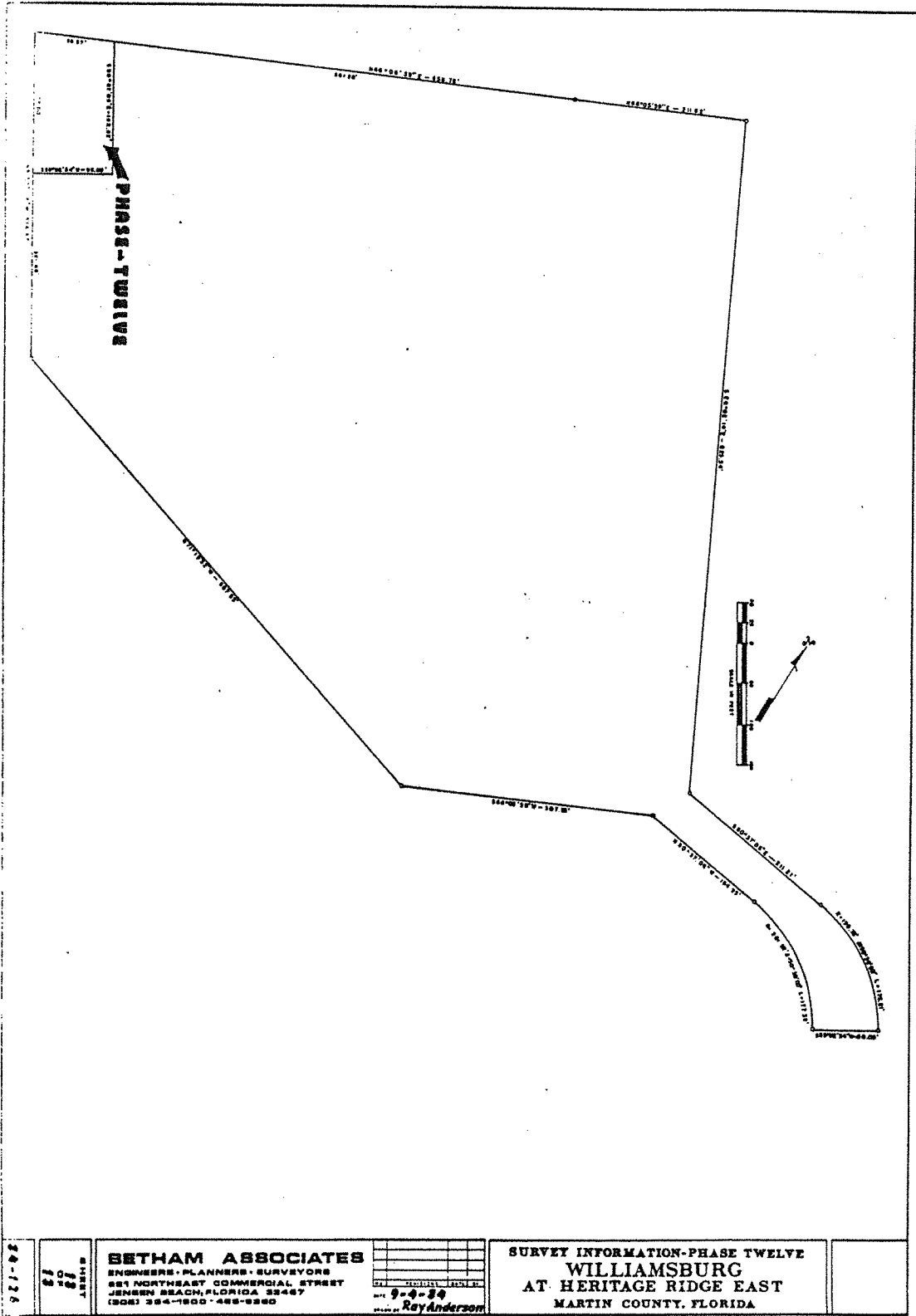
SURVEY INFORMATION-PHASE FOUR
WILLIAMSBURG
 AT HERITAGE RIDGE EAST
 MARTIN COUNTY, FLORIDA



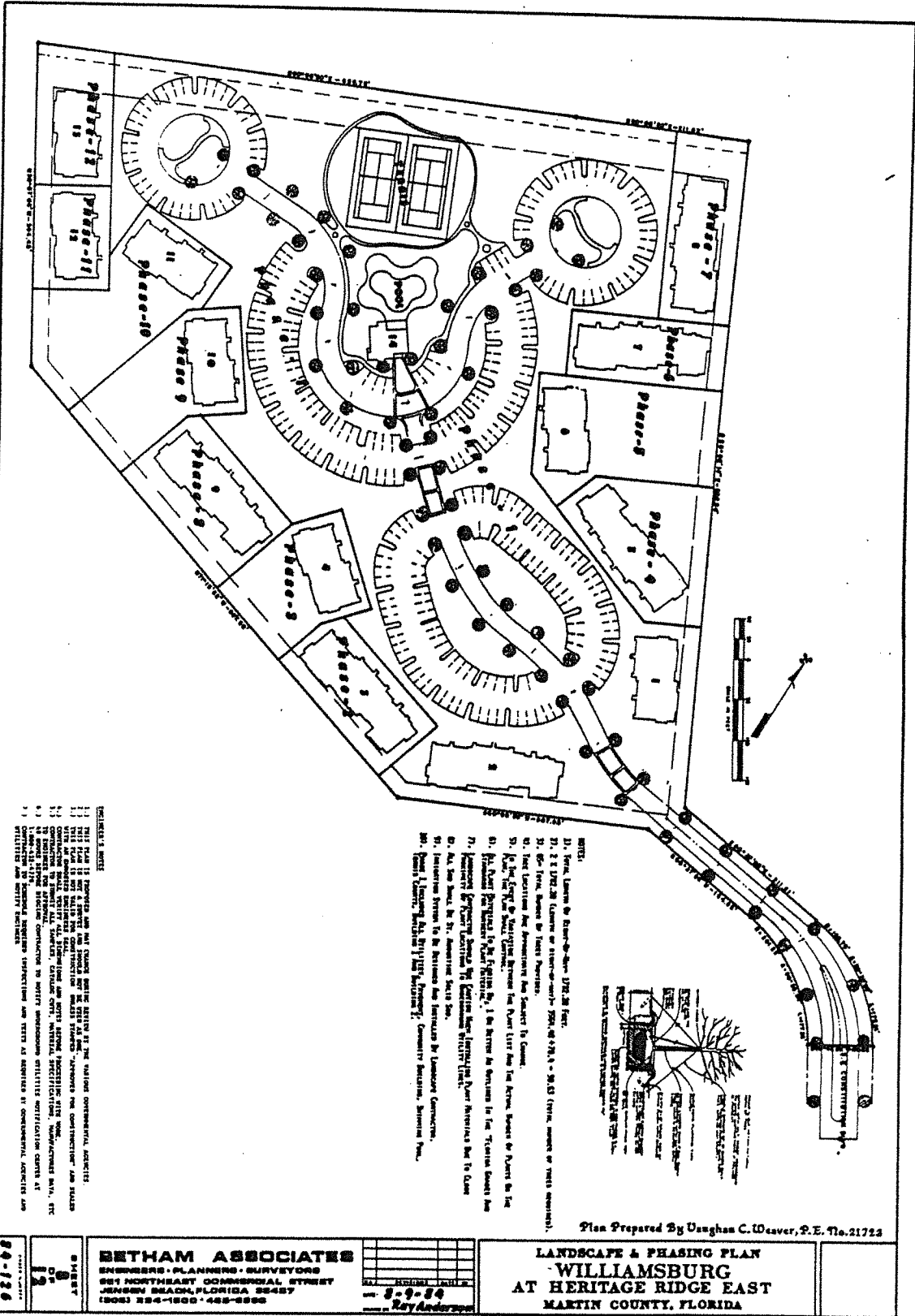








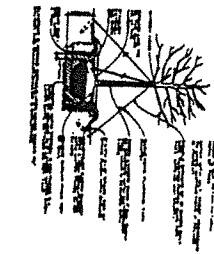
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24-1176	12 OF 12	12 OF 12	12 OF 12	12 OF 12										



CONTRACTOR'S NOTES

1. THIS PLAN IS PREPARED AND NOT CHANGING BEING REVIEWED BY THE VARIOUS GOVERNMENTAL AGENCIES.
2. THIS PLAN IS NOT VALID FOR CONSTRUCTION UNLESS IT IS APPROVED BY THE VARIOUS GOVERNMENTAL AGENCIES.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
8. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
9. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.
10. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTES BEFORE PROCEEDING WITH WORK.

- NOTES**
1. 1/4" = 1' SCALE
 2. 1/4" = 1' SCALE
 3. 1/4" = 1' SCALE
 4. 1/4" = 1' SCALE
 5. 1/4" = 1' SCALE
 6. 1/4" = 1' SCALE
 7. 1/4" = 1' SCALE
 8. 1/4" = 1' SCALE
 9. 1/4" = 1' SCALE
 10. 1/4" = 1' SCALE



Plan Prepared By Vaughan C. Weaver, P.E. No. 21723

BETHAM ASSOCIATES ENGINEERS • PLANNERS • SURVEYORS 8811 NORTHWEST COMMERCIAL STREET GAINESVILLE, FLORIDA 32609 (800) 254-1800 • 352-8800	SHEET 19 OF 24	DATE 8-9-84 BY Ray Anderson	LANDSCAPE & PHASING PLAN WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA
			BOOK 637 PAGE 90

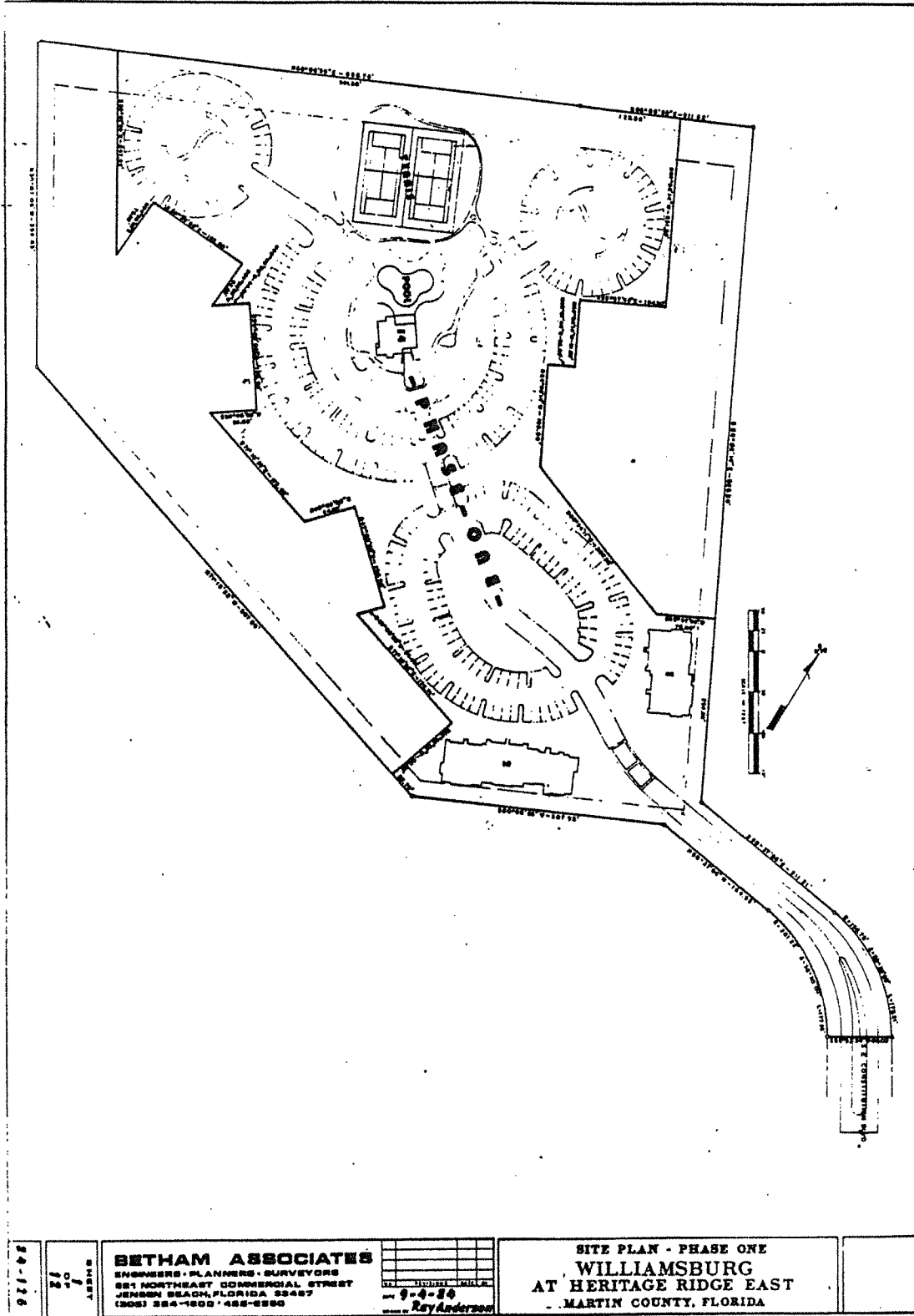
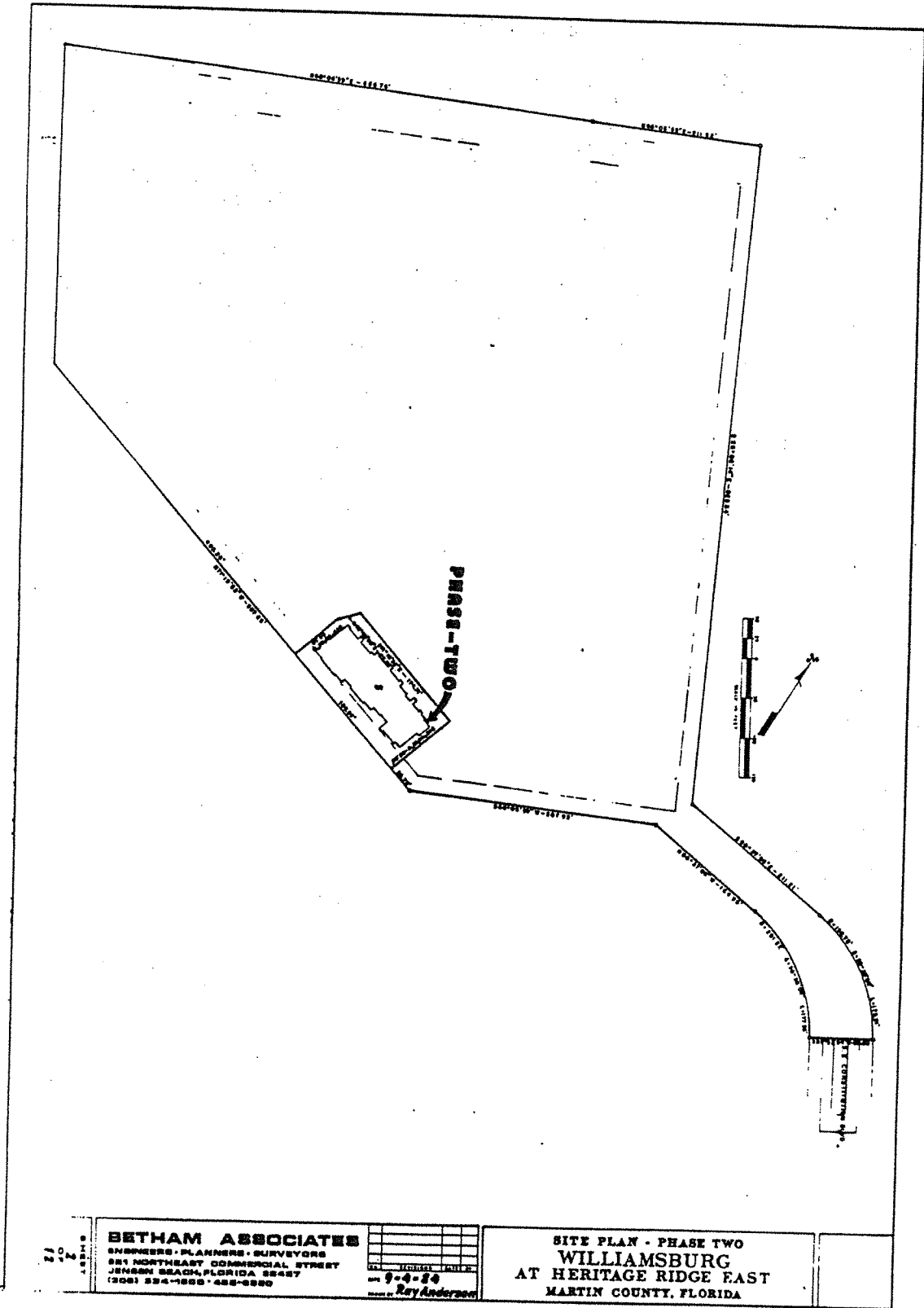


EXHIBIT "C-1"

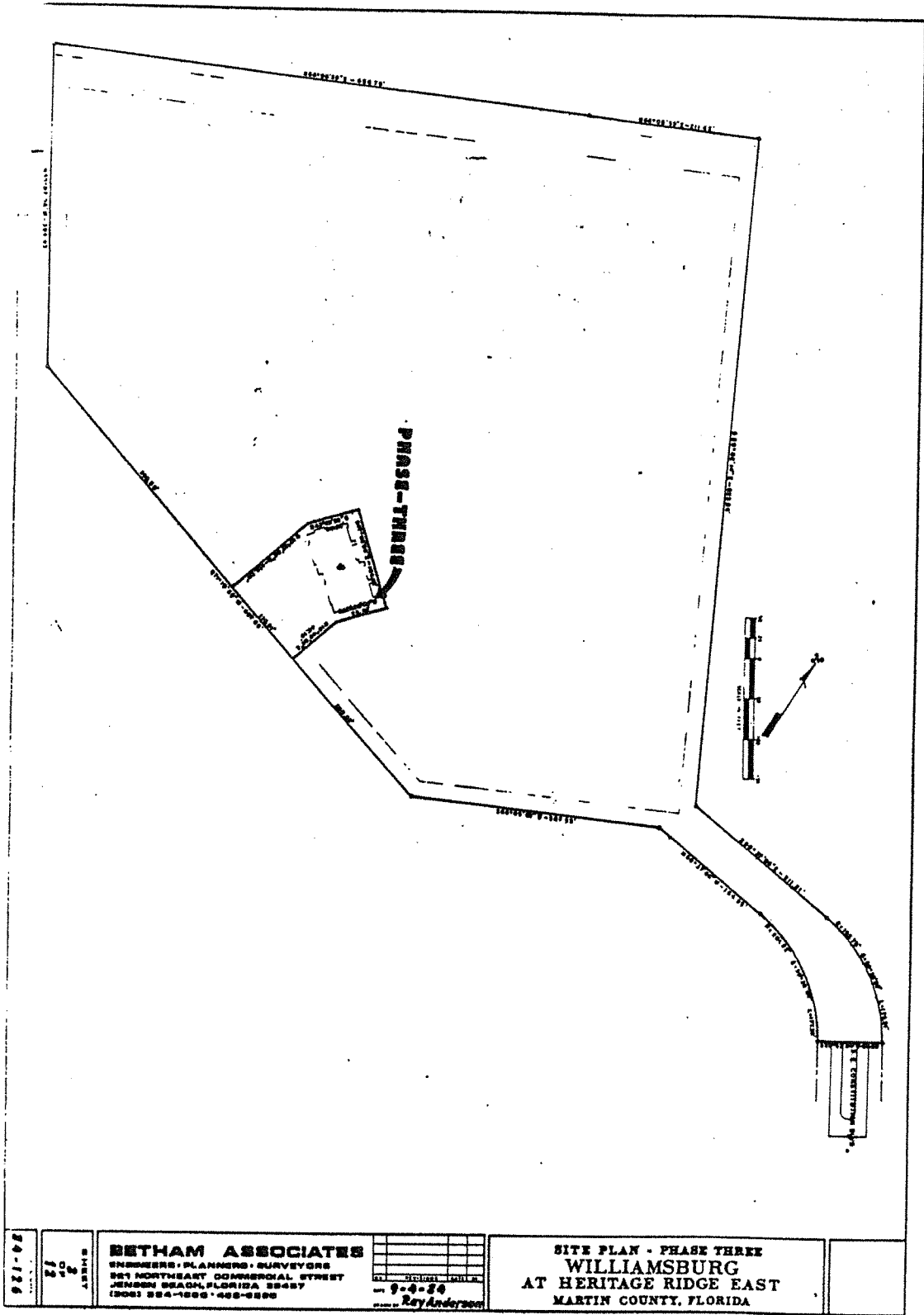


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 881 NORTHEAST COMMERCIAL STREET
 JENSEN BEACH, FLORIDA 33407
 (206) 334-1888 • 405-8888

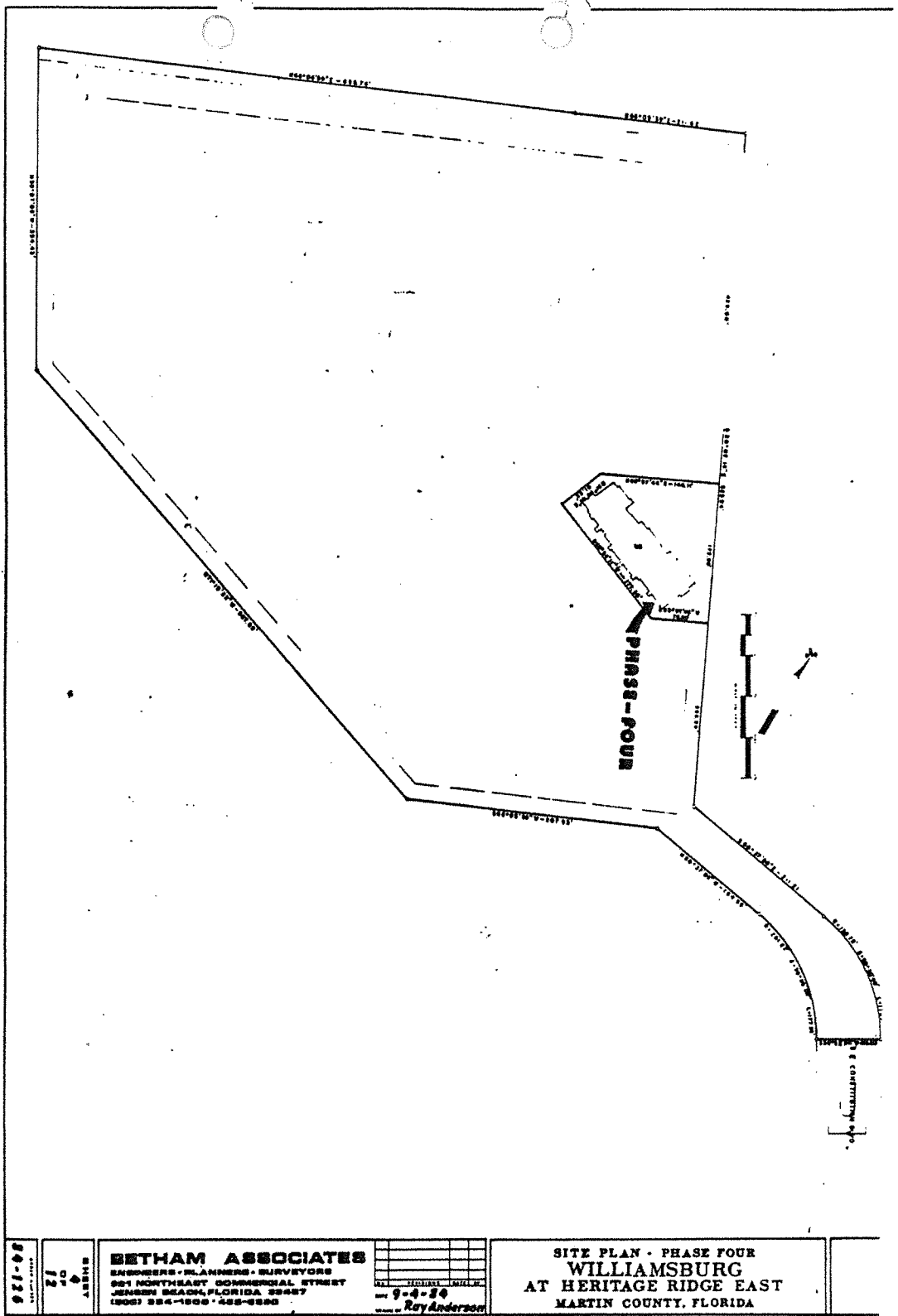
DATE	10/1/88
BY	Ray Anderson
CHECKED	
APPROVED	

SITE PLAN - PHASE TWO
WILLIAMSBURG
 AT HERITAGE RIDGE EAST
 MARTIN COUNTY, FLORIDA

EXHIBIT "C-2"
 -91-



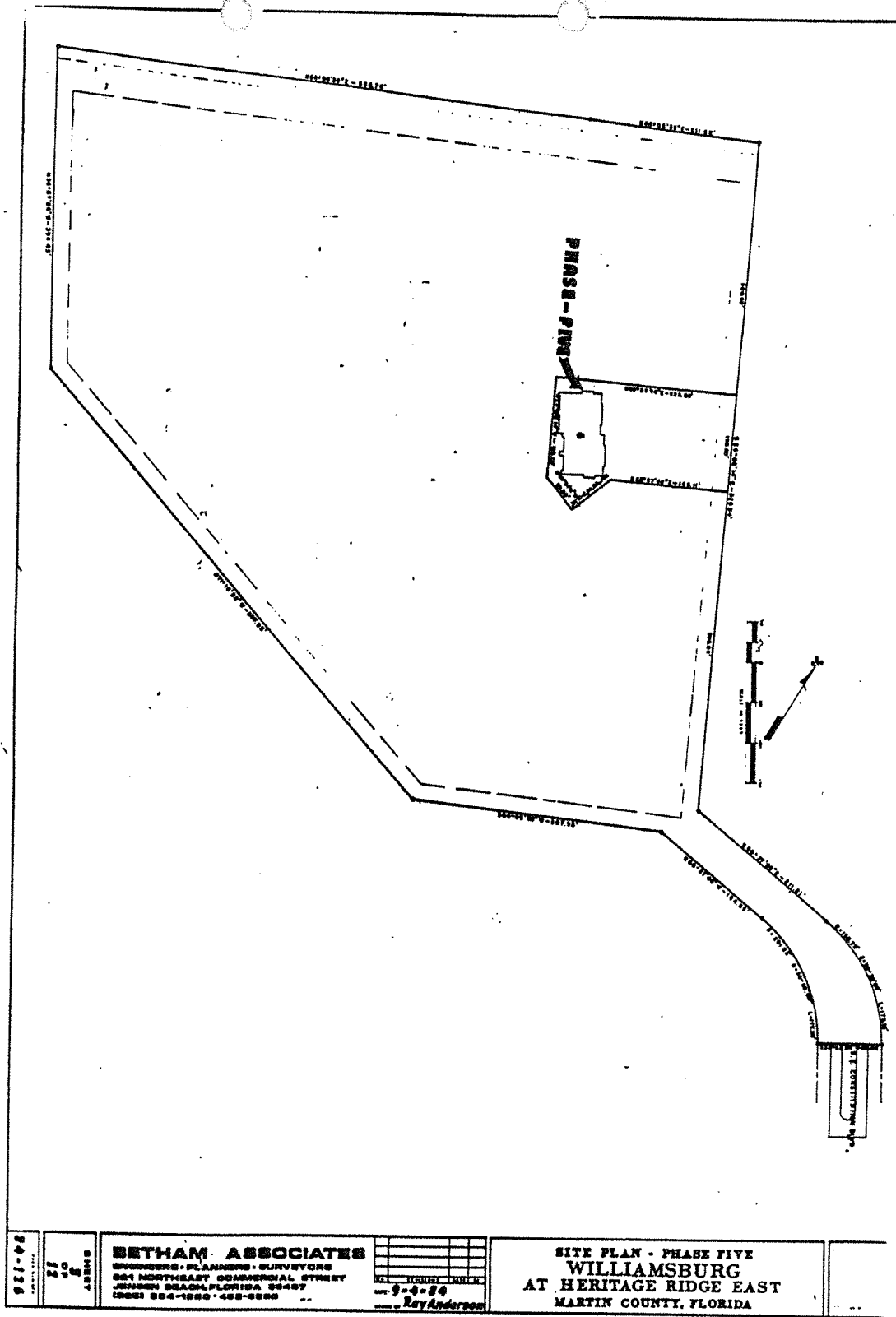
70-128	70 128 128 70	BETHAM ASSOCIATES ENGINEERS • PLANNERS • SURVEYORS 521 NORTHEAST COMMERCIAL STREET JENSEN BEACH, FLORIDA 33457 (202) 224-1222 • 402-2222	9-4-84 Roy Anderson	SITE PLAN - PHASE THREE WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA
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BETHAM ASSOCIATES
 ENGINEERS • PLANNERS • SURVEYORS
 801 NORTHEAST COMMERCIAL STREET
 JENSEN BEACH, FLORIDA 33457
 (800) 224-1800 • 408-8220
 DATE: 9-4-84
 DRAWN BY: Ray Anderson

SITE PLAN - PHASE FOUR
 WILLIAMSBURG
 AT HERITAGE RIDGE EAST
 MARTIN COUNTY, FLORIDA



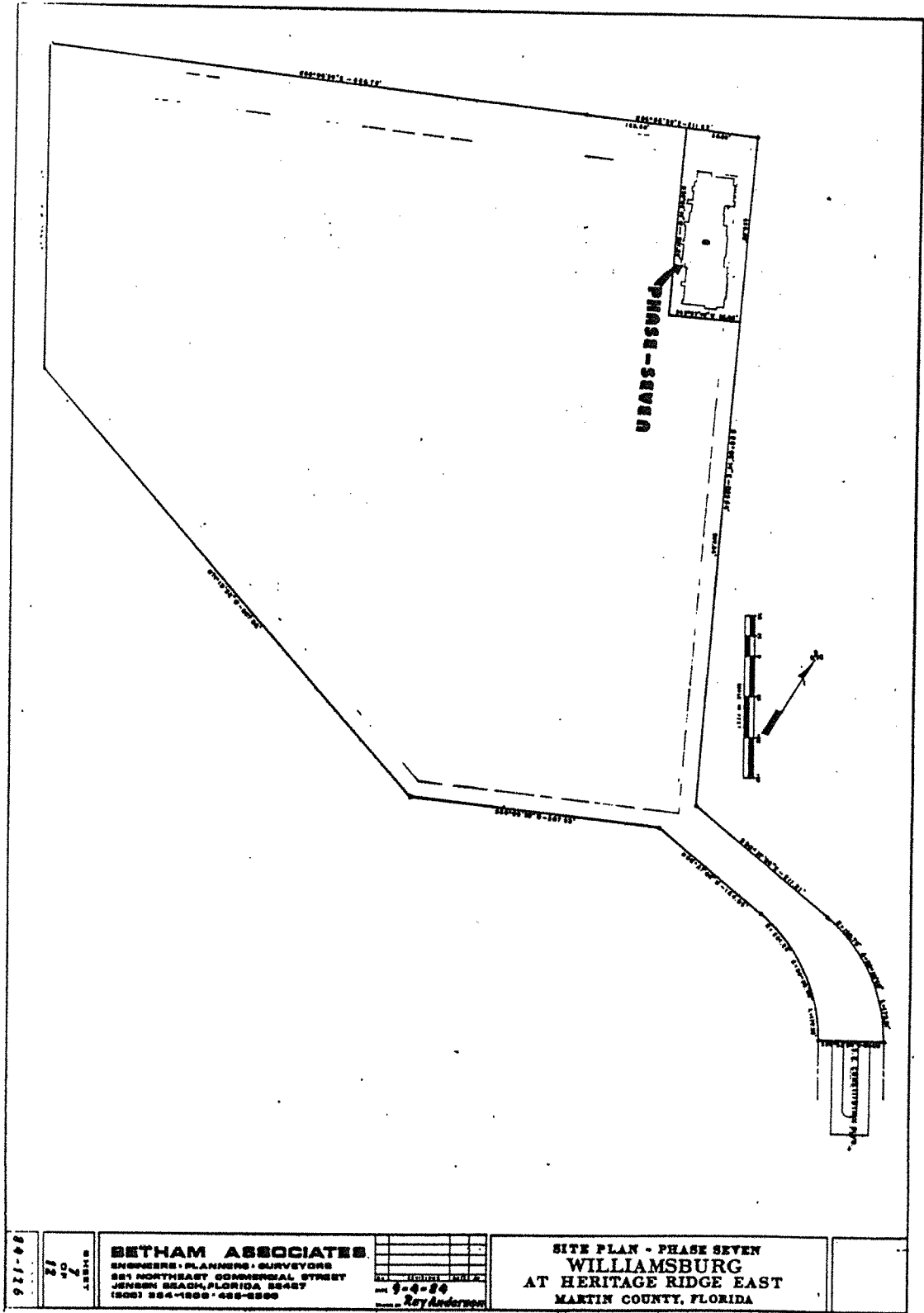
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BETHAM ASSOCIATES
ENGINEERS - PLANNERS - SURVEYORS
801 NORTHEAST COMMERCIAL STREET
JUNON BEACH, FLORIDA 32407
(904) 254-1000 • 482-5880

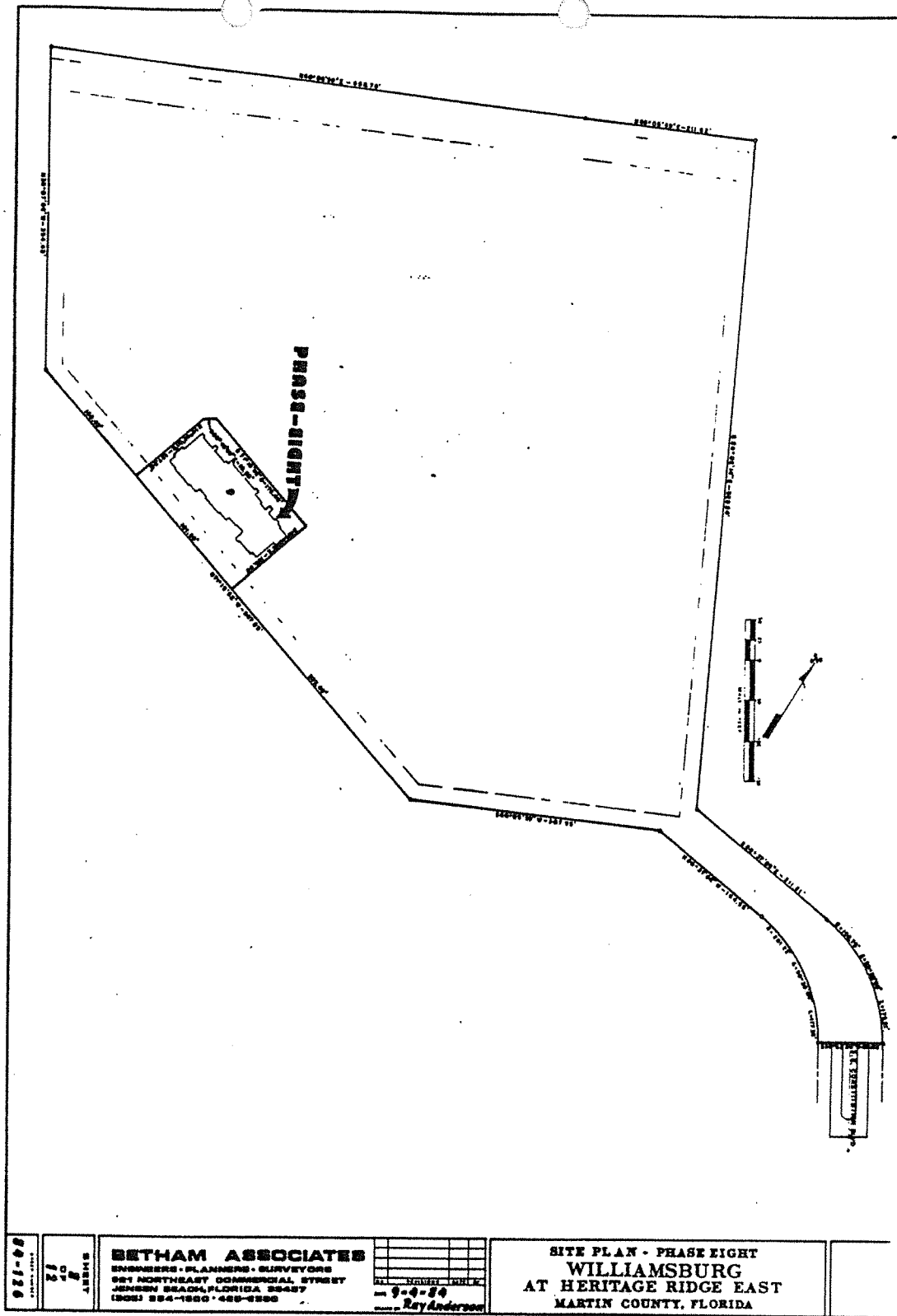
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10-1-88	REVISED
10-1-88	REVISED
10-1-88	REVISED

Ray Anderson

SITE PLAN - PHASE FIVE
WILLIAMSBURG
AT HERITAGE RIDGE EAST
MARTIN COUNTY, FLORIDA



SHEET 7 12	BETHAM ASSOCIATES ENGINEERS • PLANNERS • SURVEYORS 825 NORTHEAST COMMERCIAL STREET JENSEN BEACH, FLORIDA 33457 (800) 224-1800 • 408-2200	ALL RIGHTS RESERVED 9-4-84 Ray Anderson	SITE PLAN - PHASE SEVEN WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA
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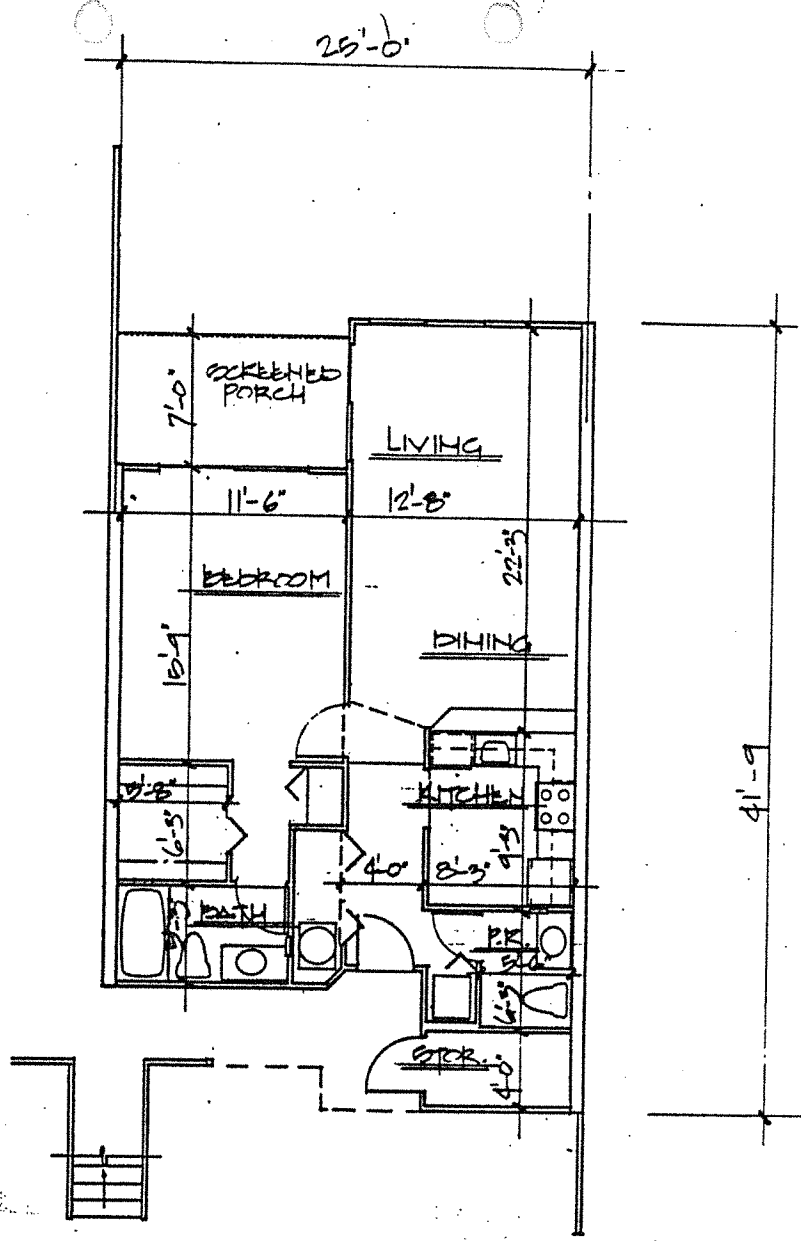
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BETHAM ASSOCIATES
 ENGINEERS • PLANNERS • SURVEYORS
 601 NORTHEAST COMMERCIAL STREET
 JENSEN BEACH, FLORIDA 33407
 (407) 254-1500 • 407-2500

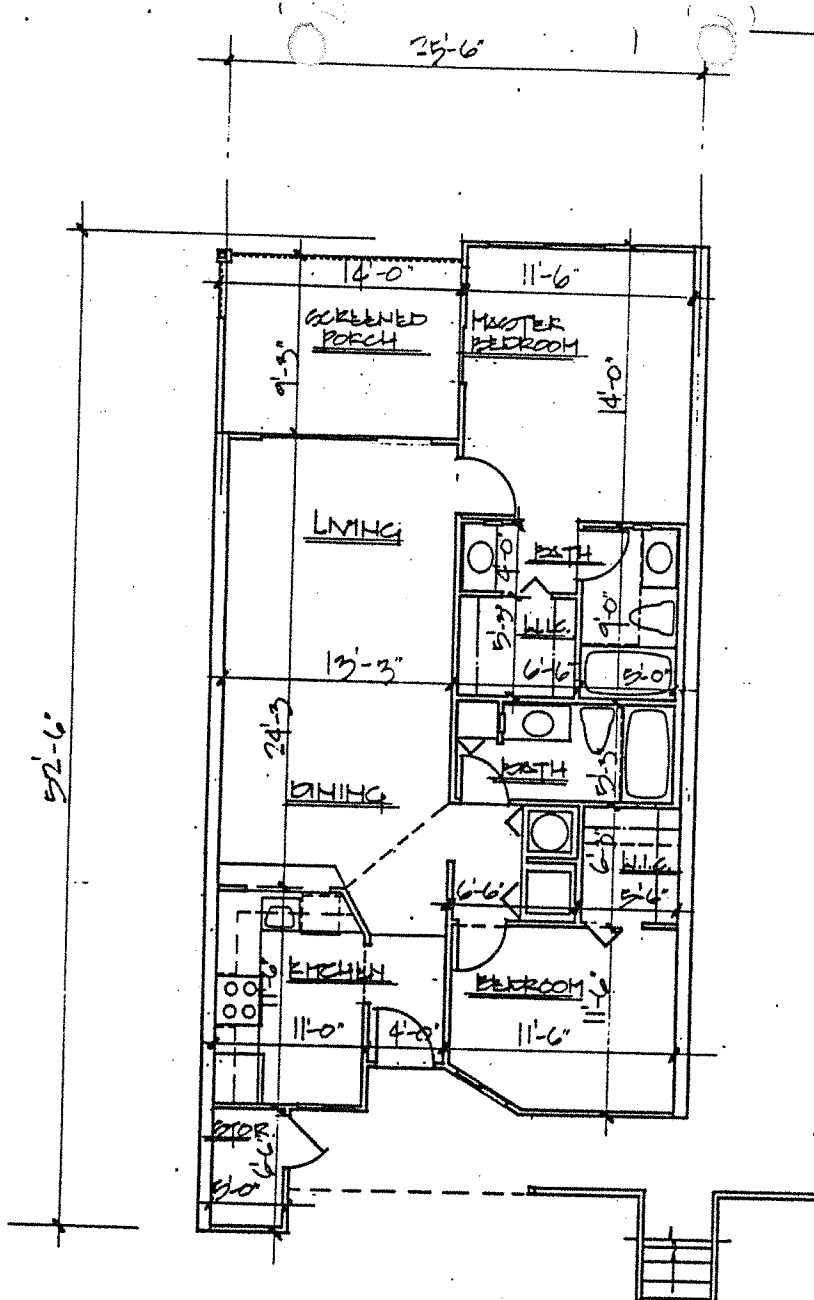
DATE	BY	REVISION

Ray Anderson

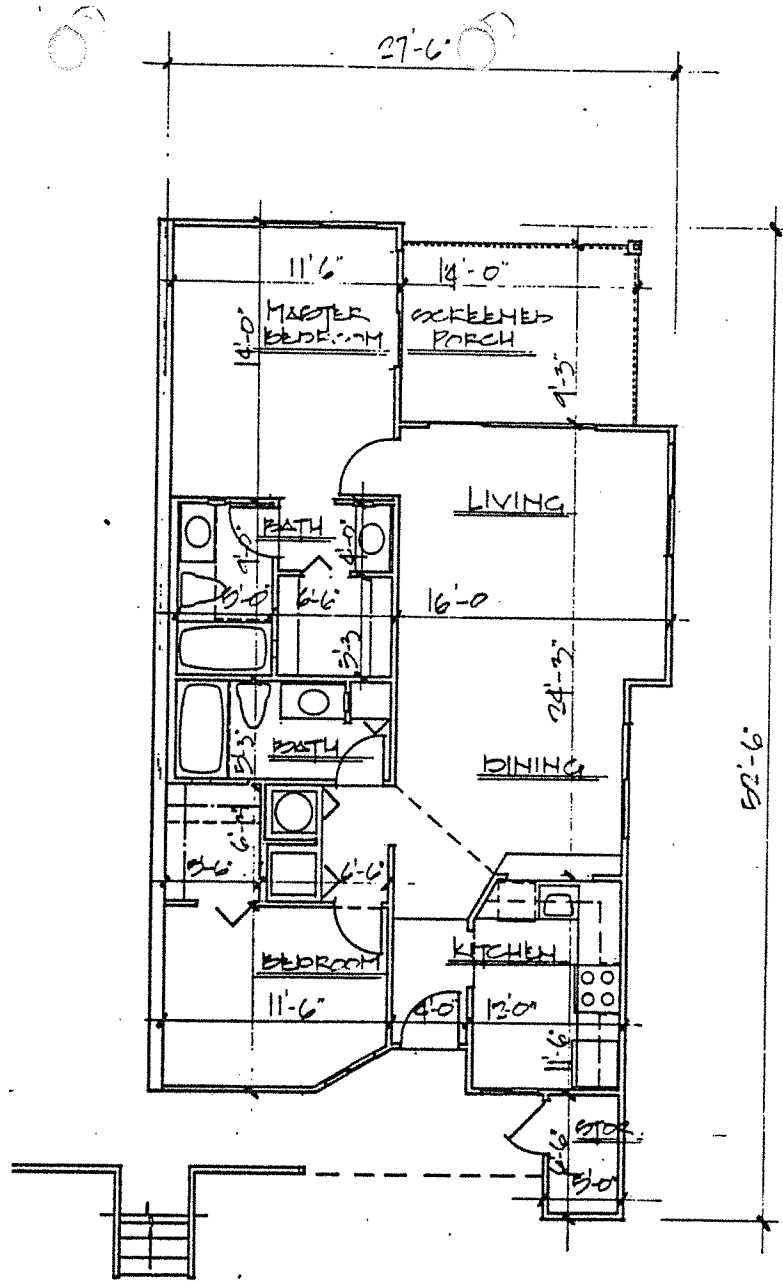
SITE PLAN - PHASE EIGHT
WILLIAMSBURG
AT HERITAGE RIDGE EAST
MARTIN COUNTY, FLORIDA



WILLIAMSBURG - UNIT 'A'



WILLIAMSBURG UNIT 'B'



WILLIAMSBURG UNIT 'B' (END)

OR 637 PLAN 106
BODY

FILED
1984 NOV 14 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida, for the formation of corporations not for profit, We, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers herein-after mentioned, and to that end, We, do by these Articles of Incorporation, set forth:

I.

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association".

II.

The purpose for which the Association is organized is to provide an entity, pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, (hereinafter referred to as the "Condominium"), at Stuart, Martin County, Florida.

III.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit, except where the same are in conflict with the Declaration of Condominium and Exhibits, attached thereto.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, as specified in the Declaration of Condominium and Florida Statute 718.11, including, but not limited to:

(a) To make and establish rules and regulations governing the use of the Condominium property;

(b) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in

the Declaration of Condominium and Exhibits, attached thereto, and to use the proceeds of assessments and charges in the exercise of its powers and duties;

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium property;

(d) To contract for the management of the Condominium and to delegate in such contract, all or any part of the powers and duties of the Association;

(e) To enforce the provisions of said Declaration of Condominium and Exhibits, attached thereto, and the rules and regulations governing the use of said Condominium;

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association;

(g) As provided in the Declaration of Condominium, to acquire and enter into agreements whereby the Association acquires leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members;

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium units;

(i) To purchase insurance upon the Condominium property and insurances for the protection of the Association and its members as unit owners;

(j) To reconstruct and repair improvements after casualty and to construct additional improvements of the Condominium property; and

(k) To employ personnel to perform the services required for proper operation of the Condominium.

The provisions of the Declaration of Condominium and Exhibits, attached thereto, which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors and members shall be deemed provisions hereof.

IV.

The qualifications of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

1. The owners of all units in the Condominium and the subscribers to this Certificate of Incorporation, shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the subscribers shall terminate upon the Developer being divested of all units in the Condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all units owned by such member in the Condominium. Membership is non-transferable, except as an appurtenance to a unit.

3. On all matters on which the membership shall be entitled to vote, each member shall have one (1) vote for each unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each unit, in such manner, as is provided for in the Declaration, or in the By-Laws adopted by the Association.

4. Until such time as the Condominium property which this Association is intended to operate, is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located on the Condominium property, Parcel D, Heritage Ridge East, PUD.

The registered office of the Association shall be located at 525 S. Camden Avenue, Stuart, Florida, and the registered agent at such address shall be RICHARD J. DUNGEY, Esquire.

VII.

The affairs of the Association will be managed by a Board of Directors, initially consisting of three (3) directors, who need not be members of the Association.

At such time as the members are entitled to elect all directors as set forth in Florida Statutes 718.301, and subject to the provisions of the By-Laws, the Board of Directors shall consist of a number of directors equal to the number of buildings in this Condominium.

Directors of the Association shall be elected at the annual meeting in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The directors named in these Articles shall serve, pursuant to the By-Laws and the Condominium Act, and any vacancies in their number occurring shall be filled as the By-Laws provide.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

DONALD J. RICCI	7190 S.E. Federal Highway Stuart, Florida 33494
R.A. JEMISON	7190 S.E. Federal Highway Stuart, Florida 33494
LEE KIMMEL	7190 S.E. Federal Highway Stuart, Florida 33494

VIII.

Subject to the provisions of the By-Laws, the officers of the Association shall be elected by the Board of Directors at their first meeting following the members' annual meeting. Officers shall serve at the pleasure of the Board. The names of the officers who shall serve until their successors are elected, are as follows:

President	DONALD J. RICCI
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Vice-President R. A. JEMISON
Secretary and Treasurer LEE KIMMEL

IX.

The subscribers to these Articles of Incorporation are the persons whose names and addresses are set forth in Article VII above.

X.

The original By-Laws of the Association shall be adopted by a majority vote of the directors of the Association. The By-Laws may be altered or rescinded by the Board of Directors and the members of the Association, subject to the provisions thereof.

XI.

These Articles of Incorporation may be amended in the following manner:

1. PROPOSAL. Amendments to these Articles may be proposed by the Board, acting upon vote of the majority of the directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

2. CALL FOR MEETING. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon, call a Special Joint Meeting of the Board and the membership, for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment. It shall be the duty of the Secretary to give to each member, written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required.

3. VOTE NECESSARY; FILING. In order for such amendment to become effective, the same must be approved by an affirmative vote of sixty-six (66%) percent of the entire membership of the Board and by an affirmative vote of the members having seventy-five (75%) percent of the votes in the Association. Such amendment shall be filed within ten (10)

days from said approval with the Office of the Secretary of the State of Florida.

4. AMENDMENT. A copy of each amendment shall be accepted and certified by the Secretary of the State of Florida, and recorded on the public records of Martin County, Florida.

Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted or become effective, which makes any changes in the qualifications for membership nor in the voting rights or property rights of members without approval in writing by all members and the joinder of all record owners of Mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

XII.

The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a unit. The funds and assets of the Association shall belong solely to the Association, and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium and Exhibits, attached thereto.

XIII.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contract shall be invalidated, in whole or in part by the Association, any subsequent officer, director and/or member(s) on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with or the subject matter of the contract or profited thereby, regardless of the fact that the vote of the directors, officers or member(s) with an interest, was necessary to obligate the Association.

At any meeting of the directors of the Association, which shall authorize or ratify any such contract or transaction, any

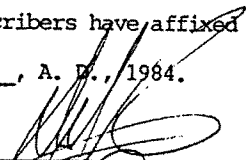
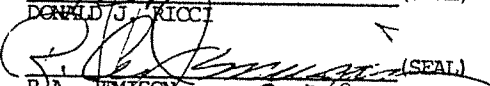
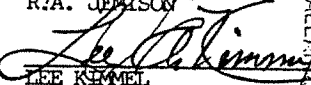
interested director or directors may vote or act thereat, with like force and effect, as if he had no such interest (provided that in such case, the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the director or a majority thereof). A general notice that a director or officer is interest in any corporation or other concern of any kind above referred to, shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it, under or by reason of such contract or transaction, nor shall any such director, officer, member or entity, in which said member is involved, be accountable for any gains or profits realized thereby.

All of the provisions of the Declaration and Exhibits, attached thereto, shall be deemed ratified and fully disclosed hereunder.

XIV.

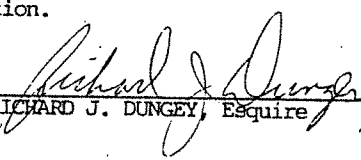
The Association does and shall indemnify its officers and directors, as provided in the By-Laws.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 5th day of November, A. D., 1984.


 _____ (SEAL)
 DONALD J. RICCI

 _____ (SEAL)
 R.J.A. JAMISON

 _____ (SEAL)
 LEE KIMMEL

SECRETARY OF STATE
 ALBANY, FLORIDA
 1984 NOV 14 PM 12:09
 FILED

I HEREBY ACCEPT the designation as Registered Agent as set forth in these Articles of Incorporation.



 RICHARD J. DUNGEY, Esquire

STATE OF FLORIDA)
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, personally appeared DONALD J. RICCI, R.A. JEMISON and LEE KIMMEL, who, after being duly sworn, acknowledged before me, that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County and State last aforesaid, this 5th day of November, A. D., 1984.

Barbara W. Carlsright
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 25, 1986
Revised First Year Rate - November, 1984

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS

OF

WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC.
(A Corporation not for profit under
the laws of the State of Florida)

ARTICLE 1: GENERAL PROVISIONS:

1.1 IDENTITY-PURPOSE: These are the By-Laws of that certain condominium association, a Florida corporation not for profit, whose name appears in the title of this document. This association has been organized for the purpose of administering the affairs of the condominium established pursuant to the Declaration thereof.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS: The provisions of these By-Laws are applicable to said condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said association and the Declaration of Condominium, which will be recorded in the Public Records of Martin County, Florida, at the time said property is submitted to condominium ownership.

1.3 APPLICABILITY: All unit owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the condominium property, or any part thereof, are subject to these By-Laws.

1.4 OFFICE: The office of the association shall be at the condominium property or such other place designated by the Board of Directors of the association.

1.5 SEAL: The seal of the association shall bear the name of the association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.6 DEFINITIONS: All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2: MEMBERSHIP; VOTING; QUORUM; PROXIES:

2.1 QUALIFICATION OF MEMBERS, ETC.: The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation, and in these By-Laws.

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BOOK 637 PAGE 116
EXHIBIT "F" TO THE DECLARATION

2.2 QUORUM: Persons having fifty (50%) percent, plus one (1) of the total votes of the association, as the same is constituted from time to time, shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT: The vote of the owners of a unit owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a certificate, designating the "voting member". Such certificate will be signed by all of the owners of such unit, or the proper corporate officer, filed with the secretary of the association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed, the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY: Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the secretary before the appointed time of the meeting. Where a unit is owned by more than one (1) person, or a corporation or other entity, the proxy must be signed by the "voting member".

2.5 VOTING: In any meeting, each unit owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one (1) vote. Each unit shall be entitled to one (1) vote and the vote of such unit shall not be divisible.

2.6 MAJORITY: Except where otherwise required by the provisions of the condominium documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present, shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

ARTICLE 3: ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO:

3.1 ANNUAL MEETING: The annual members' meeting shall be held at least once each calendar year, at the office of the association in Martin County, Florida, or such other place designated by the Board, at the time designated on the notice thereof, for the purpose of electing directors and officers, and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING: Special meetings shall be held when called by the president or vice-president, or by a majority of the Board of Directors or by ten (10%) percent of the unit owners. Special meetings must be called by such officers upon receipt of a written request from members of the association having a majority of the votes in the association.

3.3 NOTICE OF MEETING; WAIVER: Notice of all members' meetings, regular or special, shall be given by the president, vice-president or secretary of the association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member, not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address, as it appears on the records of the association. Proof of such mailing shall be the post office certificate of mailing. Notice shall also be conspicuously posted on the condominium property.

3.4 NOTICE TO OTHERS: The developer shall be entitled to notice of all association meetings, entitled to attend the association meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 BUDGETARY MEETINGS: Notice of budgetary meetings shall be governed by the provisions of Florida Statute 718.112.

3.6 ADJOURNED MEETINGS: If any meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.7 CONSENT: Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if seventy-five (75%) percent of the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN: At meetings of membership, the president shall preside, or in the absence of the president, the Board of Directors shall select a chairperson.

3.9 ORDER OF BUSINESS: The order of business at the annual members' meetings, and, as far as practical at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of officers;
- e. Reports of committees;
- f. Appointment by chairperson of inspectors of election;
- g. Election of directors; subject however, to all provisions of these By-Laws, the Articles of Incorporation and the Declaration;
- h. Unfinished business;
- i. New business; and
- j. Adjournment.

ARTICLE 4: BOARD OF DIRECTORS:

4.1 MANAGEMENT OF ASSOCIATION: The affairs of the association shall be managed by a Board of Directors (hereinafter referred to as the "Board"), consisting of initially three (3) persons and thereafter governed by the provisions of Paragraph 4.3 hereof.

4.2 FIRST BOARD: The first Board shall consist of three (3) persons, none of whom need be members of the association. The first Board shall consist of persons designated by the developer and they shall serve until their successors are elected pursuant to Florida Statute 718.301 and the provisions of this instrument.

a. Until such time as the members of the association shall be entitled to elect all of the directors, the developer shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such action shall be given to the association; and

b. The first Board of Directors of the association shall consist of the following persons:

DONALD J. RICCI
R. A. JEMISON
LEE KIMMEL

The members of the first Board shall serve until such time as the unit owners other than developer own fifteen (15%) percent or more of the units that will ultimately be operated by the association, at which time, unit owners other than developer shall elect one (1) director. The developer shall designate what director is to be replaced at the time of election of a director by the unit owners.

4.3 ELECTION OF DIRECTORS: Subject to the provisions of subparagraph 4.3(d), and further, subject to the right of the membership to re-elect the initial three (3) person Board of Directors of their successors, the election of directors, other than the first Board, after there are no longer any developer elected representatives on the Board, shall be conducted in accordance with Florida Statute 718.301 in the following manner:

a. A nominating committee of three (3) members shall be appointed by the then existing Board, not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate at

least three (3) persons as directors. Nominations may also be made from the floor;

b. The election shall be by secret ballot and each director shall be elected by a plurality of the votes cast;

c. Except as to vacancies created by removal of directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by the remaining directors; and

d. For all purposes, it is agreed that the officers and directors who are developer appointed officers and directors, become unit owner elected officers and directors at the earlier of (i) the unit owners being offered the opportunity to elect directors as herein provided, and either refuse to or neglect to elect new directors, or (ii) have an election and re-elect all or a part of the first Board to serve in such capacity.

Thereafter, the Board shall be considered as having been elected and controlled by the association.

4.4 ORGANIZATIONAL MEETING: The organizational meeting of a newly elected Board shall be held within ten (10) days of its election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided, a quorum shall be present.

4.5 REGULAR MEETINGS: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of the time and purpose of regular meetings shall be given to each director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all unit owners. Meetings shall be held at a location convenient to the unit owners.

4.6 SPECIAL MEETINGS: Special meetings of the Board may be called by the chairperson or president. Not less than three (3) day's notice of a meeting shall be given to each director, personally or by mail,

telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.7 WAIVER: Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.8 NOTICE: The developer shall be entitled to notice of all Board of Directors' meetings, shall be entitled to attend the Board meetings, and may designate such persons as it desires to attend such meetings on their behalf.

4.9 QUORUM: A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. If any directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration), the directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

4.10 PRESIDING OFFICER: The presiding officer at directors' meetings shall be the chairperson. In the absence of the presiding officer, the directors present, shall designate one of their number to preside. The chairperson of the Board shall be elected at the Board's organizational meeting and shall serve for one (1) year.

4.11 RESIGNATION: A director may resign by giving written notice thereof to the chairperson. A director shall be deemed to have resigned upon his termination of membership in the association (excepting first

Board), or upon his default for thirty (30) days of any of the provision or covenants of the Declaration and exhibits attached thereto.

4.12 POWERS AND DUTIES: All of the powers and duties of the association may be exercised by the Board in the Board's sole discretion; provided, however, that in case of any action by the Board (after the first Board), which would have a substantial and material effect (for ex., cancellation of management agreements, institution of material litigation, etc.) on the unit owners, the same shall require majority approval of the unit owners. Such powers shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the association. To collect and make payments pursuant to agreements entered into by the association;

b. To adopt the budget of the association upon majority vote of the directors; provided, however, that the adoption of the budget at a special meeting, called pursuant to such statute, by the unit owners, if required, shall only require a simple majority vote. It is understood, however, that the failure of the Board or unit owners to adopt a budget shall not impair or affect the unit owners' obligations to pay their share of obligations of the association or themselves, nor shall it affect the rights of third parties who are entitled to funds specified in the Declaration;

g. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the condominium, as may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in the Declaration;

h. To contract for the management of the condominium property, said agreement not to exceed three (3) years and to provide termination by either party, without cause and without any fee, on a ninety (90) day's notice or less, and to delegate to such contractor, such

powers and duties of the association as the directors seem fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the condominium property;

i. To enforce, by legal means, the provisions of the Declaration and any exhibits attached thereto and the rules and regulations promulgated governing the use of the condominium property; abridge the rights, privileges and immunities of the developer as set forth in the Declaration, the Articles, and these By-Laws, without the consent of those affected.

4.17 COMMITTEES: The Board may delegate portions of its responsibilities to committees established for that purpose.

4.18 ESTABLISHMENT OF FEES IN CONNECTION WITH TRANSFERS SUBJECT TO APPROVAL OF THE BOARD: The Board shall establish a fee to be charged by the association, or its designee, to reimburse the association, or its designee, for the expenses in connection with actions permitted to be taken pursuant to the provisions of Paragraph 12 of the Declaration, as allowed by the Condominium Act. Such fee, if not paid, shall be an expense attributable to that unit.

4.19 MANNER OF COLLECTION OF COMMON EXPENSES: The provisions of Paragraph 14 of the Declaration of Condominium, setting forth the manner of collection of common expenses and other charges are incorporated herein by reference.

ARTICLE 5: OFFICERS:

5.1 GENERALLY: The officers of the association shall be a president, a vice-president, a treasurer, a secretary, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the directors at any meeting. Any person may hold two (2) or more offices, except that the president shall not also be the secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required, to manage the affairs of the association.

5.2 PRESIDENT: The president shall be the chief executive officer of the association. He shall have all of the powers and duties which are usually vested in the office of president of an association; including, but not limited to, the power to appoint committees from among the members, from time to time, as he may in his discretion, determine appropriate to assist in the conduct of the affairs of the association. The president shall be elected from the membership of the Board.

5.3 VICE-PRESIDENT: The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors or president.

5.4 SECRETARY: The secretary shall keep the minutes of all proceedings of the directors and the members, attend to the giving and serving of all notices to the members and directors, have custody of the seal of the association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the association, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or president.

5.5 TREASURER: The treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the association. He shall keep the assessment rolls and accounts of the members and the books of the association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

5.6 FIRST OFFICERS: The first officers of the association who shall serve until election of their successors, shall be those persons so named in the Articles.

ARTICLE 6: FISCAL MANAGEMENT; ASSESSMENTS; LIENS: The provisions for fiscal management of the association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION: The Board of Directors shall, as required by Florida Statute 718, fix and determine the sums necessary to pay all the common and limited common expenses of the condominium, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are common expenses of this condominium. The same shall be assessed against the unit owners as provided in the Declaration and all the exhibits attached thereto. Assessments for the first year (or pro-rata portion thereof) of the operation of the condominium property, shall be as set forth in a projected budget established by the developer; subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the condominium.

6.2 PROPOSED BUDGET: A copy of the proposed annual budget shall be mailed to unit owners, not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of common expenses shall, to the extent possible in a reasonable business context, be detailed and show the amount budgeted by accounts and expense classification; including, if applicable, but not limited to those expenses listed in Florida Statute 718.504(20).

6.3 DEPOSITORY; WITHDRAWALS: The depository of the association shall be such bank or banks as shall be designated, from time to time, by the directors, and in which the monies of the association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. Should the association employ a management firm or managing agent, and in the course of such employment, should said management firm or managing agent be charged with any responsibilities concerning control of any of the funds of the association; then, and in such event, any agreement with such management firm or managing agent pertaining to the deposit and withdrawal of monies, shall supersede the provisions hereof

during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.3 and 6.4 hereof.

6.4 RECORDS: The association shall maintain those records and make available written summaries thereof, as required by Florida Statute 718.111(7); subject, however, to the provisions of the Declaration.

6.5 FIDELITY BONDS; PROVISIO: Fidelity bonds shall be obtained for all officers or directors of the association, who control or disburse the association's funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the association.

6.6 FISCAL YEAR: The fiscal year of the association shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to adopt a different fiscal year, in accordance with the provisions and regulations, from time to time, as prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable.

6.7 PAYMENTS OF ASSESSMENTS: Except as specified to the contrary, funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentage provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. Failure to pay any assessment within ten (10) days from the date due, shall entitle the association to levy a \$25.00 late charge against the defaulting unit owner. The unit owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain. Failure to pay any assessment within ten (10) days from the due date shall constitute a default.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS: If a unit owner shall default in the payment of any assessment, the Board may accelerate the monthly assessments for, in its discretion, up to twelve (12) months. Upon notice thereof to the unit owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

6.9 ACQUISITION OF UNITS: At any foreclosure sale of a unit, the Board may acquire in the name of the association or its designee, the unit being foreclosed. The term "foreclosure" as used in this section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power to acquire a unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the association to do so, the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN: In the event of a default by a unit owner in the payment of any assessments, the association shall have all rights and remedies provided by law; including, but not limited to, those provided by the Condominium Act, and the liability of the unit owner shall include liability for reasonable attorneys' fees and for court costs incurred by the association incident to the collection of such assessment or enforcement of its lien, including attorneys' fees and court costs on any appeal. If the association elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium unit, pendente lite, to be fixed by the Board, and the association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

ARTICLE 7: COMPLIANCE:

7.1 VIOLATION BY MEMBER; REMEDIES: In the event of a violation (other than the non-payment of an assessment) by the unit owner of any

of the provisions of the condominium documents or rules and regulations adopted pursuant to any of the same, the Board shall notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon a finding by the court that the violation complained of, has occurred, the offending unit owner shall reimburse the association for all costs and losses, including reasonable attorneys' fees and costs, incurred in maintaining such action and any appeal therefrom. Failure on the part of the association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner and sent to the Board, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the association; and the cost thereof shall be charged to the unit owner as a specific item and shall be a lien against said unit with the same force and effect as if the charge was a part of the common expenses attributable to said unit. In the event of a default making the notice period impractical, the Board may take such action; including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments as it deems advisable.

7.2 LIABILITY OF UNIT OWNERS: All unit owners 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, agents or lessees, 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 insurance rates occasioned by use, misuse, occupancy or abandonment

of any unit or its appurtenances. Nothing herein contained; however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said unit owner as a specific item, and shall be a lien against said unit with the same force and effect as if the charge was a part of the common expenses attributable to said unit.

7.3 GENERAL LIABILITY: Liability of unit owners shall be governed, in addition, to the provisions hereof by Florida Statute 718.119.

7.4 NO WAIVER: The failure of the association or of a unit owner to enforce any right, provisions, covenant or condition which may be granted by any of the provisions of the Declaration, shall not constitute a waiver of the right of the association or unit owner to enforce such right, provision, covenant or condition in the future.

7.5 SURVIVING LIABILITY: Termination of membership in the association shall not relieve any unit owner from any liability, financial or otherwise, incurred by said party while a member, and shall in no way impair any rights that the association has, or may have had, against the terminating member.

7.6 EXCESS LIABILITY: The association shall give notice to the unit owners of excess liability as provided in Florida Statute 718.119 (3).

ARTICLE 8: LIMITATION OF LIABILITY: Notwithstanding the duty of the association to maintain and repair the condominium property, it shall not be liable for injury or damage caused by a latent condition in the property or for injury or damage caused by the elements or by other persons.

ARTICLE 9: PARLIAMENTARY RULES: Robert's Rules of Order (latest edition), shall govern the conduct of association proceedings when in conflict with the Declaration, the Articles, By-Laws, or with the Statutes of the State of Florida.

ARTICLE 10: AMENDMENTS TO BY-LAWS: Amendments to these By-Laws, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL: Amendments to these By-Laws may be proposed by the Board, acting upon vote of the majority of the directors or by members of the association having a majority of the votes in the association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING: Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the president of the association, or chairperson of the Board, who shall thereupon call a special joint meeting of the Board and the membership for a date, not sooner than fourteen (14) days or later than sixty (60) days from receipt of the proposed amendment or amendments. It shall be the duty of the secretary to give to each member, written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth. Notice shall also be posted at a conspicuous location on the condominium property.

10.3 VOTE NECESSARY; RECORDING: In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six (66%) percent of the entire membership of the Board, and by an affirmative vote of the members having seventy (70%) percent of the votes in the association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the president or a vice-president and secretary of the association, and a copy thereof shall be recorded in the Public Records of Martin County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the directors and association.

10.4 PROVISIO: Notwithstanding the foregoing provisions of this ARTICLE 10, no amendment to these By-Laws which affects the developer may be adopted or become effective without the prior written consent of the affected developer.

ARTICLE 11: BY-LAWS PERTAINING TO USE AND DECORUM:

11.1 DEFINITION: "Use" and "Decorum" as used herein shall refer to matters pertaining to dress, decorum, noise, use of units, use of common elements and limited common elements, as are set forth in ARTICLE 12 hereof.

11.2 SCOPE; REMEDY FOR VIOLATION: These By-Laws are reasonably calculated to promote the welfare of the unit owners. The violation of such By-Laws may bar any unit owner or his family and invitees from the use of the common elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the condominium documents.

11.3 RULES AND REGULATIONS: The association may, from time to time, promulgate additional rules and regulations concerning the use of the condominium property. Said rules and regulations shall have effect upon posting in a conspicuous place on the condominium property, and shall have the dignity of By-Laws, but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE 12: INITIAL RULES AND REGULATIONS: The By-Laws relating to use and decorum hereinafter enumerated, shall be deemed in effect until amended and shall apply to, and be binding upon, all unit owners. The unit owners shall, at all times, obey the same and use their best efforts to see that the By-Laws and rules and regulations are faithfully observed by their families, guest, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

a. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls and all other common elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature shall be stored therein. Children

shall not play or loiter in halls, stairways, elevators, or other common elements;

b. The personal property of all unit owners shall be stored within their condominium units or the specific limited common elements assigned to them for storage purposes; provided, however, that no unit owner may store any personal property on, or make any use of his unit, which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other unit owners;

c. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, or on the staircase landings; nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, doors or balconies, or exposed to or on any part of the common elements or porches within any unit. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material;

d. No unit owner shall allow anything whatsoever to fall from the windows, balconies or doors of the premises, nor shall he sweep or throw from the premises, any dirt or other substances into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the ground;

e. Refuse and garbage shall be deposited only in the area provided therefore;

f. Employees of the association shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director, at any time, for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the association;

g. Servants and domestic help of the unit owners may not gather or lounge in the public areas of the buildings or grounds;

h. The parking facilities shall be used in accordance with the regulations adopted by the Board. No vehicle which cannot operate on its own power shall remain on the condominium premises for more than

twelve (12) hours, and no repair, except emergency repair, of vehicles shall be made on the condominium property. No commercial vehicle owned or driven by a condominium owner shall be parked on the condominium property. No boat trailer, camper or like vehicle shall be left or stored on the condominium property. Bicycles shall be parked in the areas, if any, provided for that purpose;

i. No unit owner shall make or permit any disturbing noises in the building by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his unit, in such manner, as to disturb or annoy other occupants of the condominium;

j. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the condominium unit that is visible from outside the unit or condominium property;

k. No awning, enclosure, canopy, shutter, or like item, shall be attached to, or placed upon, the porch within any unit, outside walls or roof of the building except as provided in the Declaration;

l. The association shall retain a pass key to all units. No unit owner or occupant shall alter any lock or install a new lock with the written consent of the Board. Where such consent is given, the unit owner shall provide the association with an additional key for use of the association, pursuant to its right of access to the unit;

m. No cooking shall be permitted on any porch or terrace or common element, nor shall any goods or beverage be consumed outside of a unit, except in areas designated for that purpose by the Board;

n. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except those required for normal household use;

o. No alterations, modifications, or changes shall be made to any common elements except by the association. This shall include

exterior color changes and similar items. All drapes or other window treatments visible from the exterior of the unit, shall be approved by an architectural review committee appointed by the Board;

p. No unit may be used for any commercial or business purpose. No unit owner may actively engage in any solicitations for commercial purposes within WILLIAMSBURG AT HERITAGE RIDGE, a Condominium. No solicitor of a commercial nature shall be allowed on the condominium property without the prior written consent of the Board;

q. No radio or television installation or modification or other wiring shall be accomplished by a unit owner. No antenna may be placed on the exterior of the condominium property;

r. Complaints concerning the use of the condominium property and/or service to the same, shall be made in writing, signed by the complaining party and delivered to the Board; who, if necessary, will forward the same to the appropriate party; and

s. Until further notice, all payments of assessments, monthly or otherwise, shall be made at the office of the association. Checks should be made payable to the WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC. Payments shall be made on the first day of each month, without notice, and if more than ten (10) days late, they shall be subject to late charges as provided in the Declaration and By-Laws.

12.2 APPLICABILITY: The provisions of sub-paragraphs (b), (f), (h), (j), (l), (p), (q) and (r) hereof shall not be applicable to the developer.

ARTICLE 13: INDEMNIFICATION: The association shall and does hereby indemnify and hold harmless every director and officer, their heirs, executors and administrators, against all loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the association, including reasonable attorneys' fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross

negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE 14: UNIT OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES:

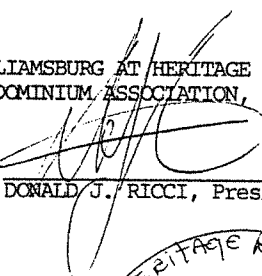
14.1 LIENS AND TAXES: All liens against a condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days of the date the lien attaches. All taxes and special assessments upon a condominium shall be paid at least thirty (30) days before becoming delinquent or as provided in the condominium documents, whichever is sooner.

14.2 NOTICE TO ASSOCIATION: A unit owner shall give notice to the association and management firm of every lien upon his unit, other than for permitted mortgages, within five (5) days after the attaching of a lien.


ARTICLE 15: CONFLICT: In the event of any conflict between the By-Laws contained herein, or from time to time, amended or adopted, and the Declaration of Condominium, the Declaration shall prevail.

The foregoing were adopted as the By-Laws of the WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit established under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 21st day of May, A. D., 1985.

WILLIAMSBURG AT HERITAGE RIDGE
CONDOMINIUM ASSOCIATION, INC.

By: 
DONALD J. RICCI, President

ATTEST:

By: 
LEE A. KIMMEL, Secretary

(Corporate
Seal)

O R BOOK 637 PAGE 136

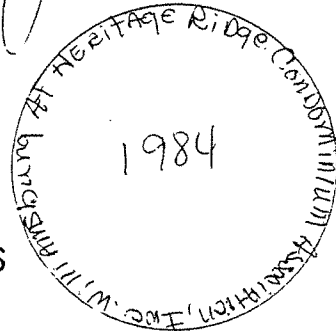


EXHIBIT "A"
TO THE BY-LAWS

CERTIFICATE OF APPROVAL
OF
WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC.

THIS is to certify that _____
has been approved by the above Condominium Association as the _____
purchaser or _____ Transferee (check the appropriate space) of the
following described real property in _____ County, Florida:

Condominium Parcel No. _____, of WILLIAMSBURG AT HERITAGE
RIDGE, a Condominium, according to the Declaration thereof,
as recorded in Official Records Book _____, pages
_____ through _____, inclusive, of the Public Records
of _____ County, Florida.

Such approval, given pursuant to the provisions of the aforesaid
Declaration of Condominium, constitutes a waiver of the association's
right of first refusal as specified in the Declaration and is condition-
ed upon the deed of conveyance containing in unqualified language, the
following:

1. "Subject To: Declarations of Condominium heretofore described
and all the terms and conditions thereof (and lawful amendments thereto,
if any), to which the grantees herein (transferees) agree to be bound".
2. "Subject To: Declarations of Restrictive Covenants affecting
the unit".

Should such language be not contained in such deed, then this
approval shall be automatically and retroactively null and void. A
photocopy of the recorded deed shall be furnished to the condominium
association within twenty (20) days from the date of closing.

In the event a previously unapproved party is assuming possession of
the premises, then this certificate shall be recorded without an
instrument of conveyance and shall be deemed, pursuant to said party's
application for approval, binding as if it had been recorded with an
instrument of conveyance.

In the event that any of the aforementioned Items 1 and 2 are not in
effect as of the date of the application and such fact is evidenced by a
certificate to that effect recorded in the Public Records of Martin

County, Florida, then the requirements of this approval shall be modified accordingly.

DATED this ____ day of _____, A. D., 1984.

WILLIAMSBURG AT HERITAGE RIDGE
CONDOMINIUM ASSOCIATION, INC.

By: _____
DONALD J. RICCI, President

ATTEST:

By: _____
_____, Secretary

(Corporate
Seal)

STATE OF FLORIDA)
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, personally appeared DONALD J. RICCI and _____, to me well known to be the persons described in and who executed the foregoing instruments, as president and secretary, respectively, of WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC., and they severally acknowledged before me that they executed such instrument as such officers of said association, and that said instrument is the free act and deed of said association, and was executed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, A. D., 1984.

Notary Public, State of Florida

My Commission Expires:

MAY 21 1984
P 2:44
L. R. B. [Signature]

THIS DOCUMENT IS BEING RECORDED AS ADDITIONAL EXHIBIT TO THE DECLARATION OF CONDOMINIUM OF WILLIAMSBURG AT HERITAGE RIDGE, A CONDOMINIUM, WHICH WAS RECORDED IN OFFICIAL RECORDS BOOK 637, PAGES 1 THROUGH 138, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND ARE TO BE CONSIDERED A PART OF SAID DECLARATION.

EXHIBIT "G"

TO THE DECLARATION OF CONDOMINIUM

557598

OF

WILLIAMSBURG AT HERITAGE RIDGE, a Condominium

The percentage of ownership of the common elements and the share of common expenses for each unit are as follows:

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
<u>PHASE I</u>			
A-101	1/20	A-201	1/32
A-102	1/20	A-202	1/32
A-103	1/20	A-203	1/32
A-104	1/20	A-204	1/32
A-201	1/20	B-101	1/32
A-202	1/20	B-102	1/32
A-203	1/20	B-103	1/32
A-204	1/20	B-104	1/32
B-101	1/20	B-105	1/32
B-102	1/20	B-106	1/32
B-103	1/20	B-201	1/32
B-104	1/20	B-202	1/32
B-105	1/20	B-203	1/32
B-106	1/20	B-204	1/32
B-201	1/20	B-205	1/32
B-202	1/20	B-206	1/32
B-203	1/20	C-101	1/32
B-204	1/20	C-102	1/32
B-205	1/20	C-103	1/32
B-206	1/20	C-104	1/32
IF PHASE II IS NOT DEVELOPED, THE APARTMENTS IN PHASE I WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION SET FORTH ABOVE		C-105	1/32
		C-106	1/32
		C-201	1/32
<u>PHASE I & II</u>		C-202	1/32
A-101	1/32	C-203	1/32
A-102	1/32	C-204	1/32
A-103	1/32	C-205	1/32
A-104	1/32	C-206	1/32

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
IF PHASE III IS NOT DEVELOPED THE APARTMENTS IN PHASE I AND II WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION SET FORTH ABOVE		C-206	1/40
		D-101	1/40
		D-102	1/40
<u>PHASE I, PHASE II & PHASE III</u>		D-103	1/40
A-101	1/40	D-104	1/40
A-102	1/40	D-201	1/40
A-103	1/40	D-202	1/40
A-104	1/40	D-203	1/40
A-201	1/40	D-204	1/40
A-202	1/40	IF PHASE IV IS NOT DEVELOPED THE APARTMENTS IN PHASE I, II AND III WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION SET FORTH ABOVE	
A-203	1/40		
A-204	1/40		
B-101	1/40	<u>PHASE I, PHASE II, PHASE III & PHASE IV</u>	
B-102	1/40	A-101	1/52
B-103	1/40	A-102	1/52
B-104	1/40	A-103	1/52
B-105	1/40	A-104	1/52
B-106	1/40	A-201	1/52
B-201	1/40	A-202	1/52
B-202	1/40	A-203	1/52
B-203	1/40	A-204	1/52
B-204	1/40	B-101	1/52
B-205	1/40	B-102	1/52
B-206	1/40	B-103	1/52
C-101	1/40	B-104	1/52
C-102	1/40	B-105	1/52
C-103	1/40	B-106	1/52
C-104	1/40	B-201	1/52
C-105	1/40	B-202	1/52
C-106	1/40	B-203	1/52
C-201	1/40	B-204	1/52
C-202	1/40	B-205	1/52
C-203	1/40	B-206	1/52
C-204	1/40	C-101	1/52
C-205	1/40	C-102	1/52

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
		<u>PHASES I, II, III, IV, V, VI, & VII</u>	
E-101	1/68	A-101	1/84
E-102	1/68	A-102	1/84
E-103	1/68	A-103	1/84
E-104	1/68	A-104	1/84
E-105	1/68	A-201	1/84
E-106	1/68	A-202	1/84
E-201	1/68	A-203	1/84
E-202	1/68	A-204	1/84
E-203	1/68	B-101	1/84
E-204	1/68	B-102	1/84
E-205	1/68	B-103	1/84
E-206	1/68	B-104	1/84
F-101	1/68	B-105	1/84
F-102	1/68	B-106	1/84
F-103	1/68	B-201	1/84
F-104	1/68	B-202	1/84
F-201	1/68	B-203	1/84
F-202	1/68	B-204	1/84
F-203	1/68	B-205	1/84
F-204	1/68	B-206	1/84
G-101	1/68	C-101	1/84
G-102	1/68	C-102	1/84
G-103	1/68	C-103	1/84
G-104	1/68	C-104	1/84
G-105	1/68	C-105	1/84
G-106	1/68	C-106	1/84
G-201	1/68	C-201	1/84
G-202	1/68	C-202	1/84
G-203	1/68	C-203	1/84
G-204	1/68	C-204	1/84
G-205	1/68	C-205	1/84
G-206	1/68	C-206	1/84
IF PHASE VII IS NOT DEVELOPED, THE APARTMENTS IN PHASE I, II, III, IV, V AND VI WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE		D-101	1/84
		D-102	1/84
		D-103	1/84

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
D-104	1/84	G-205	1/84
D-201	1/84	G-206	1/84
D-202	1/84	H-101	1/84
D-203	1/84	H-102	1/84
D-204	1/84	H-103	1/84
E-101	1/84	H-104	1/84
E-102	1/84	H-105	1/84
E-103	1/84	H-106	1/84
E-104	1/84	H-201	1/84
E-105	1/84	H-202	1/84
E-106	1/84	H-203	1/84
E-201	1/84	H-204	1/84
E-202	1/84	H-205	1/84
E-203	1/84	H-206	1/84
E-204	1/84		
E-205	1/84		
E-206	1/84		
F-101	1/84		
F-102	1/84		
F-103	1/84		
F-104	1/84		
F-201	1/84		
F-202	1/84		
F-203	1/84		
F-204	1/84		
G-101	1/84		
G-102	1/84		
G-103	1/84		
G-104	1/84		
G-105	1/84		
G-106	1/84		
G-201	1/84		
G-202	1/84		
G-203	1/84		
G-204	1/84		

IF PHASE VIII IS NOT DEVELOPED, THE APARTMENTS IN PHASE I, II, III, IV, V, VI & VII WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE
PHASES I, II, III, IV, V, VI, VII & VIII

A-101	1/96
A-102	1/96
A-103	1/96
A-104	1/96
A-201	1/96
A-202	1/96
A-203	1/96
A-204	1/96
B-101	1/96
B-102	1/96
B-103	1/96
B-104	1/96
B-105	1/96
B-106	1/96
B-201	1/96
B-202	1/96
B-203	1/9
B-204	1/96 ⁶

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
B-205	1/96	F-102	1/96
B-206	1/96	F-103	1/96
C-101	1/96	F-104	1/96
C-102	1/96	F-201	1/96
C-103	1/96	F-202	1/96
C-104	1/96	F-203	1/96
C-105	1/96	F-204	1/96
C-106	1/96	G-101	1/96
C-201	1/96	G-102	1/96
C-202	1/96	G-103	1/96
C-203	1/96	G-104	1/96
C-204	1/96	G-105	1/96
C-205	1/96	G-106	1/96
C-206	1/96	G-201	1/96
D-101	1/96	G-202	1/96
D-102	1/96	G-203	1/96
D-103	1/96	G-204	1/96
D-104	1/96	G-205	1/96
D-201	1/96	G-206	1/96
D-202	1/96	H-101	1/96
D-203	1/96	H-102	1/96
D-204	1/96	H-103	1/96
E-101	1/96	H-104	1/96
E-102	1/96	H-105	1/96
E-103	1/96	H-106	1/96
E-104	1/96	H-201	1/96
E-105	1/96	H-202	1/96
E-106	1/96	H-203	1/96
E-201	1/96	H-204	1/96
E-202	1/96	H-205	1/96
E-203	1/96	H-206	1/96
E-204	1/96	I-101	1/96
E-205	1/96	I-102	1/96
E-206	1/96	I-103	1/96
F-101	1/96	I-104	1/96

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
I-105	1/96	C-103	1/104
I-106	1/96	C-104	1/104
I-201	1/96	C-105	1/104
I-202	1/96	C-106	1/104
I-203	1/96	C-201	1/104
I-204	1/96	C-202	1/104
I-205	1/96	C-203	1/104
I-206	1/96	C-204	1/104
		C-205	1/104
		C-206	1/104
		D-101	1/104
		D-102	1/104
		D-103	1/104
		D-104	1/104
		D-201	1/104
		D-202	1/104
		D-203	1/104
		D-204	1/104
		E-101	1/104
		E-102	1/104
		E-103	1/104
		E-104	1/104
		E-105	1/104
		E-106	1/104
		E-201	1/104
		E-202	1/104
		E-203	1/104
		E-204	1/104
		E-205	1/104
		E-206	1/104
		F-101	1/104
		F-102	1/104
		F-103	1/104
		F-104	1/104
		F-201	1/104
A-101	1/104		
A-102	1/104		
A-103	1/104		
A-104	1/104		
A-201	1/104		
A-202	1/104		
A-203	1/104		
A-204	1/104		
B-101	1/104		
B-102	1/104		
B-103	1/104		
B-104	1/104		
B-105	1/104		
B-106	1/104		
B-201	1/104		
B-202	1/104		
B-203	1/104		
B-204	1/104		
B-205	1/104		
B-206	1/104		
C-101	1/104		
C-102	1/104		

IF PHASE IX IS NOT DEVELOPED,
THE APARTMENTS IN PHASES I, II,
III, IV, V, VI, VII & VIII WILL
HAVE THE PROPORTIONATE OWNER-
SHIP IN THE ASSOCIATION AS SET
FORTH ABOVE

PHASE I, PHASE II, PHASE III,
PHASE IV, PHASE V, PHASE VI,
PHASE VII, PHASE VIII & PHASE IX

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
F-202	1/104	I-204	1/104
F-203	1/104	I-205	1/104
F-204	1/104	I-206	1/104
G-102	1/104	J-101	1/104
G-103	1/104	J-102	1/104
G-104	1/104	J-103	1/104
G-105	1/104	J-104	1/104
G-106	1/104	J-201	1/104
G-201	1/104	J-202	1/104
G-202	1/104	J-203	1/104
G-203	1/104	J-204	1/104
G-204	1/104		
G-205	1/104		
G-206	1/104		
H-101	1/104		
H-102	1/104		
H-103	1/104	A-101	1/112
H-104	1/104	A-102	1/112
H-105	1/104	A-103	1/112
H-106	1/104	A-104	1/112
H-201	1/104	A-201	1/112
H-202	1/104	A-202	1/112
H-203	1/104	A-203	1/112
H-204	1/104	A-204	1/112
H-205	1/104	B-101	1/112
H-206	1/104	B-102	1/112
I-101	1/104	B-103	1/112
I-102	1/104	B-104	1/112
I-103	1/104	B-105	1/112
I-104	1/104	B-106	1/112
I-105	1/104	B-201	1/112
I-106	1/104	B-202	1/112
I-201	1/104	B-203	1/112
I-202	1/104	B-204	1/112
I-203	1/104	B-205	1/112

IF PHASE X IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII, VIII AND IX WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII, PHASE IX AND PHASE X

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
B-206	1/112	F-102	1/112
C-101	1/112	F-103	1/112
C-102	1/112	F-104	1/112
C-103	1/112	F-202	1/112
C-104	1/112	F-203	1/112
C-105	1/112	F-204	1/112
C-106	1/112	G-101	1/112
C-201	1/112	G-102	1/112
C-202	1/112	G-103	1/112
C-203	1/112	G-104	1/112
C-204	1/112	G-105	1/112
C-205	1/112	G-106	1/112
C-206	1/112	G-201	1/112
D-101	1/112	G-202	1/112
D-102	1/112	G-203	1/112
D-103	1/112	G-204	1/112
D-104	1/112	G-204	1/112
D-201	1/112	H-101	1/112
D-202	1/112	H-102	1/112
D-203	1/112	H-103	1/112
D-204	1/112	H-104	1/112
E-101	1/112	H-105	1/112
E-102	1/112	H-106	1/112
E-103	1/112	H-201	1/112
E-104	1/112	H-202	1/112
E-105	1/112	H-203	1/112
E-106	1/112	H-204	1/112
E-201	1/112	H-205	1/112
E-202	1/112	H-206	1/112
E-203	1/112	I-101	1/112
E-204	1/112	I-102	1/112
E-205	1/112	I-103	1/112
E-206	1/112	I-104	1/112
F-101	1/112	I-105	1/112

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
I-106	1/112	A-204	1/120
I-201	1/112	B-101	1/120
I-202	1/112	B-102	1/120
I-203	1/112	B-103	1/120
I-204	1/112	B-104	1/120
I-205	1/112	B-105	1/120
I-206	1/112	B-106	1/120
J-101	1/112	B-201	1/120
J-102	1/112	B-202	1/120
J-103	1/112	B-203	1/120
J-104	1/112	B-204	1/120
J-201	1/112	B-205	1/120
J-202	1/112	B-206	1/120
J-203	1/112	C-101	1/120
J-204	1/112	C-102	1/120
K-101	1/112	C-103	1/120
K-102	1/112	C-104	1/120
K-103	1/112	C-105	1/120
K-104	1/112	C-106	1/120
K-201	1/112	C-201	1/120
K-202	1/112	C-202	1/120
K-203	1/112	C-203	1/120
K-204	1/112	C-204	1/120
		C-205	1/120
		C-206	1/120
		D-101	1/120
		D-102	1/120
		D-103	1/120
		D-104	1/120
		D-201	1/120
		D-202	1/120
		D-203	1/120
		D-204	1/120
		E-101	1/120
		E-102	1/120

IF PHASE XI IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII, VIII, IX AND X WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII, PHASE IX, PHASE X AND PHASE XI

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
E-103	1/120	H-201	1/120
E-104	1/120	H-202	1/120
E-105	1/120	H-201	1/120
E-106	1/120	H-202	1/120
E-201	1/120	H-203	1/120
E-202	1/120	H-204	1/120
E-203	1/120	H-205	1/120
E-204	1/120	H-206	1/120
E-205	1/120	I-101	1/120
E-206	1/120	I-102	1/120
F-101	1/120	I-103	1/120
F-102	1/120	I-104	1/120
F-103	1/120	I-105	1/120
F-104	1/120	I-106	1/120
F-201	1/120	I-201	1/120
F-202	1/120	I-202	1/120
F-203	1/120	I-203	1/120
F-204	1/120	I-204	1/120
G-101	1/120	I-205	1/120
G-102	1/120	I-206	1/120
G-103	1/120	J-101	1/120
G-104	1/120	J-102	1/120
G-105	1/120	J-103	1/120
G-106	1/120	J-104	1/120
G-201	1/120	J-201	1/120
G-202	1/120	J-202	1/120
G-203	1/120	J-203	1/120
G-204	1/120	J-204	1/120
G-205	1/120	K-101	1/120
G-206	1/120	K-102	1/120
H-101	1/120	K-103	1/120
H-102	1/120	K-104	1/120
H-103	1/120	K-201	1/120
H-104	1/120	K-202	1/120
H-105	1/120	K-203	1/120

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
K-204	1/120		
L-101	1/120		
L-102	1/120		
L-103	1/120		
L-104	1/120		
L-201	1/120		
L-202	1/120		
L-203	1/120		
L-204	1/120		

IF PHASE XII IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII, VIII, IX, X AND XI WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

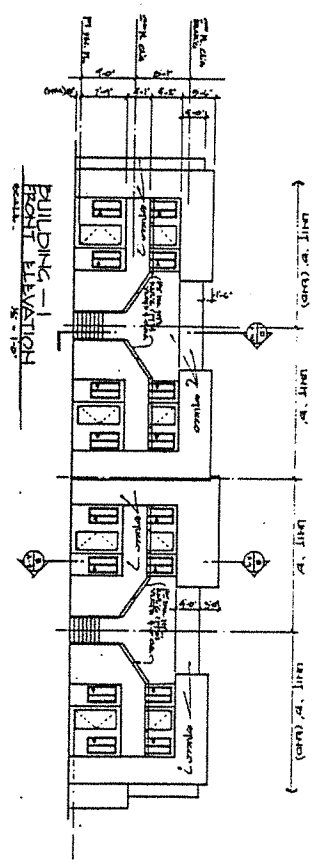
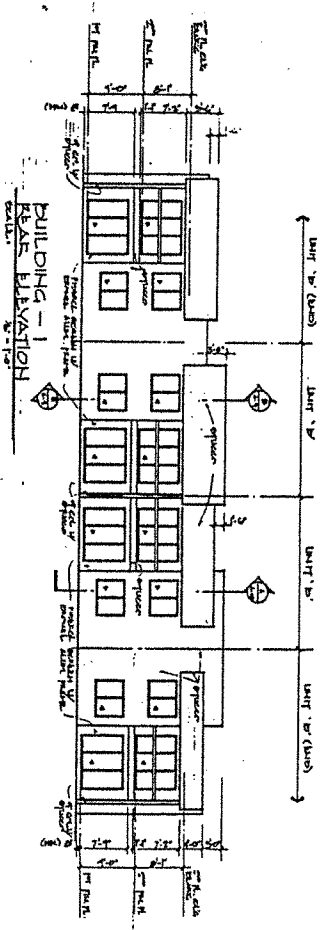
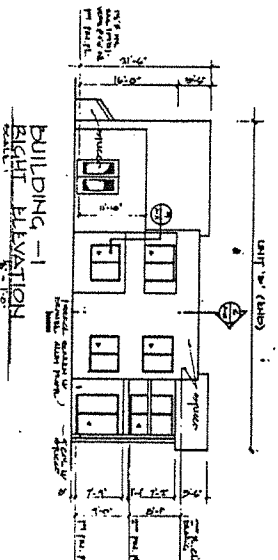
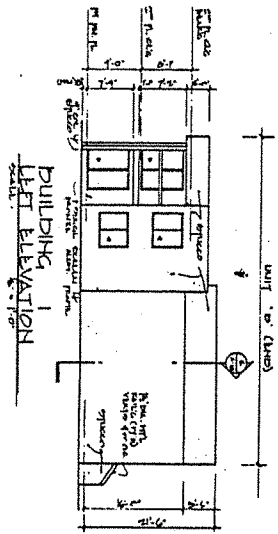
PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII, PHASE IX, PHASE X, PHASE XI AND PHASE XII

		C-205	1/128
		C-206	1/128
		D-101	1/128
		D-102	1/128
		D-103	1/128
A-101	1/128	D-104	1/128
A-102	1/128	D-201	1/128
A-103	1/128	D-202	1/128
A-104	1/128	D-203	1/128
A-201	1/128	D-204	1/128
A-202	1/128	E-101	1/128
A-203	1/128	E-102	1/128
A-204	1/128	E-103	1/128
B-101	1/128	E-104	1/128
B-102	1/128	E-105	1/128
B-103	1/128	E-106	1/128
B-104	1/128	E-201	1/128
B-105	1/128	E-202	1/128
B-106	1/128	E-203	1/128
B-201	1/128	E-204	1/128
B-202	1/128	E-205	1/128
B-203	1/128	E-206	1/128
B-204	1/128	F-101	1/128
B-205	1/128	F-102	1/128

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
B-206	1/128	F-103	1/128
C-101	1/128	F-104	1/128
C-102	1/128	F-201	1/128
C-103	1/128	F-202	1/128
C-104	1/128	F-203	1/128
C-105	1/128	F-204	1/128
C-106	1/128	G-101	1/128
C-201	1/128	G-102	1/128
C-202	1/128	G-103	1/128
C-203	1/128	G-104	1/128
C-204	1/128	G-105	1/128

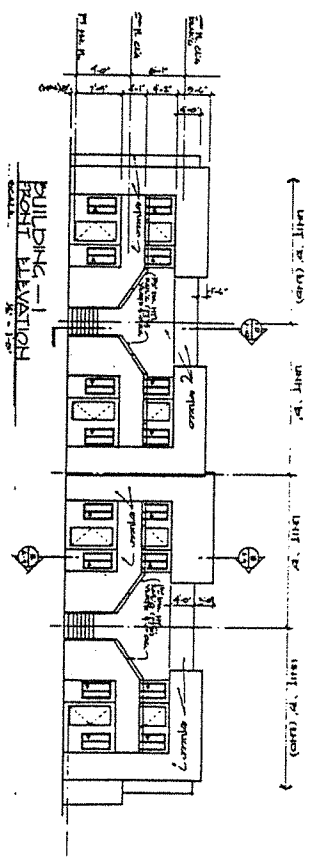
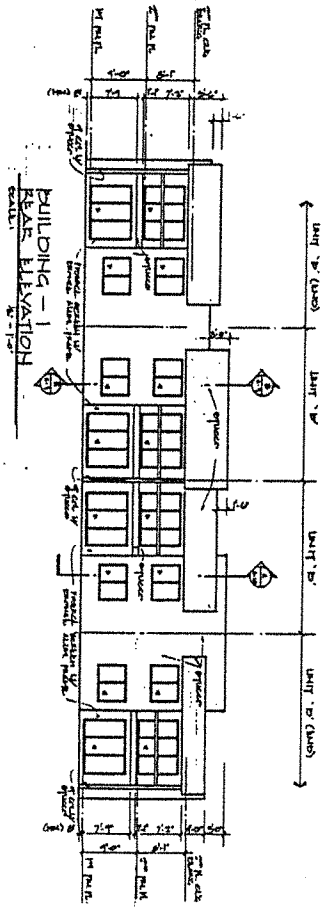
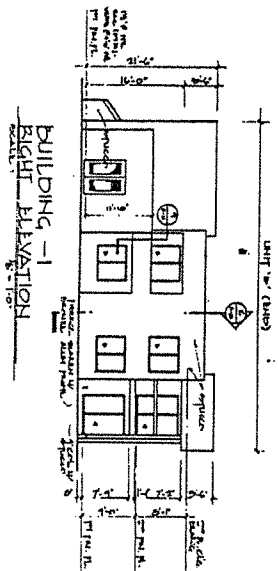
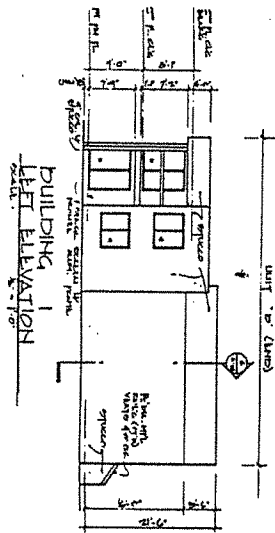
Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
G-106	1/128	J-201	1/128
G-201	1/128	J-202	1/128
G-202	1/128	J-203	1/128
G-203	1/128	J-204	1/128
G-204	1/128	K-101	1/128
G-205	1/128	K-102	1/128
G-206	1/128	K-103	1/128
H-101	1/128	K-104	1/128
H-102	1/128	K-201	1/128
H-103	1/128	K-202	1/128
H-104	1/128	K-203	1/128
H-105	1/128	K-204	1/128
H-106	1/128	L-101	1/128
H-201	1/128	L-102	1/128
H-202	1/128	L-103	1/128
H-203	1/128	L-104	1/128
H-204	1/128	L-201	1/128
H-205	1/128	L-202	1/128
H-206	1/128	L-203	1/128
I-101	1/128	L-204	1/128
I-102	1/128	M-101	1/128
I-103	1/128	M-102	1/128
I-104	1/128	M-103	1/128
I-105	1/128	M-104	1/128
I-106	1/128	M-201	1/128
I-201	1/128	M-202	1/128
I-202	1/128	M-203	1/128
I-203	1/128	M-204	1/128
I-204	1/128		
I-205	1/128		
I-206	1/128		
J-101	1/128		
J-102	1/128		
J-103	1/128		
J-104	1/128		

O P BOOK 638 PAGE 930



SHEET TITLE BUILDING -1 ELEVATION		PROJECT TITLE WILLIAMSBURG at Heritage Ridge Martin County, Florida		REVISIONS		CONSULTANT		DRN CKD SEAL		Wessel Tosch Wicks INC architects + urban planners	
DRAWING A-5	PROJECT NO 24-140	SEABRIDGE BUILDERS								1001st Highway, 1 Suite 204 Naples, Florida, 34108 309-747-4884	
DATE 7-20-04											

EXHIBIT "H"



SHEET TITLE	
BUILDING 1 ELEVATIONS	
DRAWING	PROJECT NO.
A-5	84-240
DATE	
7-25-64	

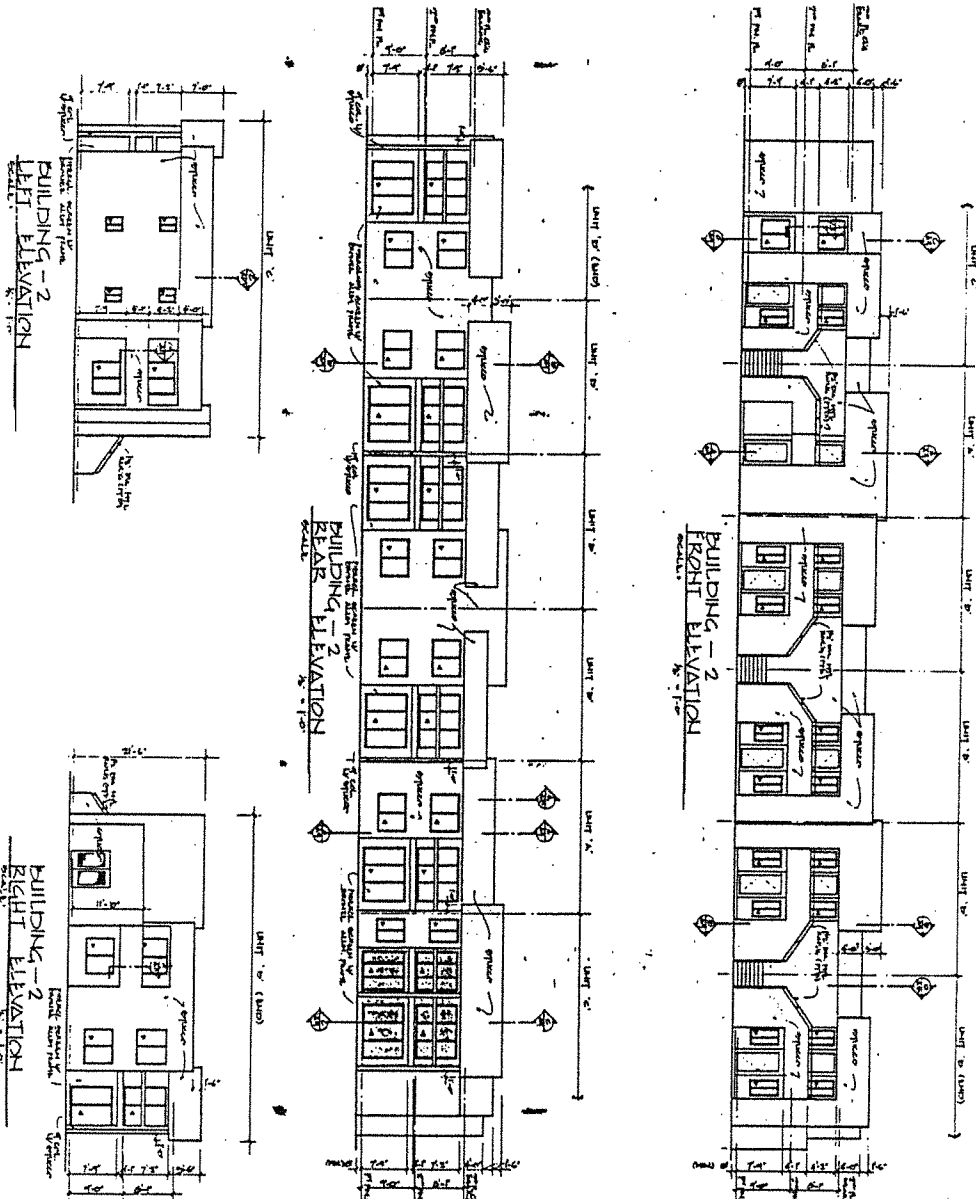
PROJECT TITLE
WILLIAMSBURG at Heritage Ridge
Martin County, Florida
SEABRIDGE BUILDERS

REVISIONS

CONSULTANT

DRN
CKD
SEAL

wessel toch erickson inc architects - urban planners
1001 us highway 1 suite 208 kathon, florida 32988 305-747-4930



SHEET TITLE	BUILDING - 2 ELEVATIONS
DRAWING	A-8
PROJECT NO	04-240
DATE	7-19-04

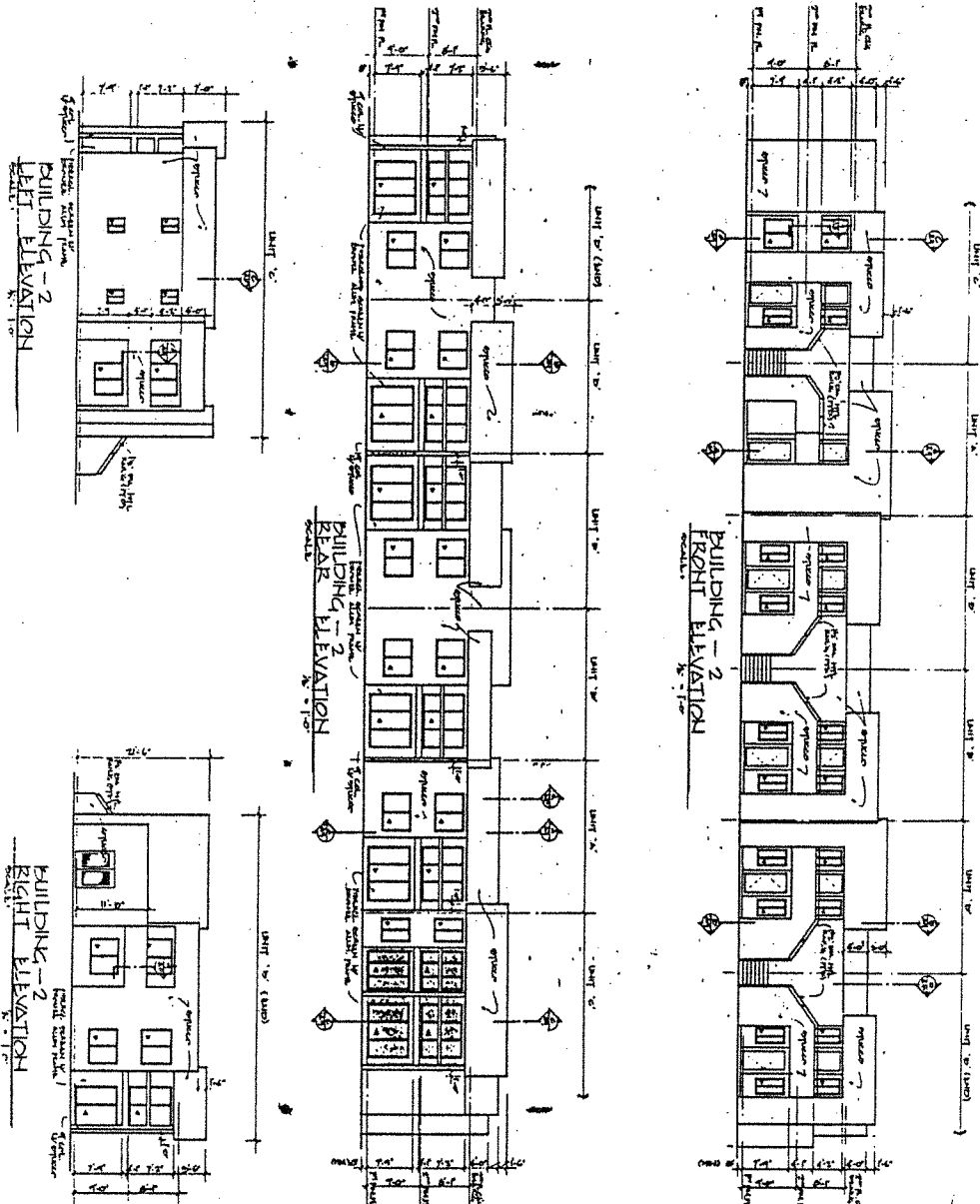
PROJECT TITLE	WILLIAMSBURG at Heritage Ridge Martin County, Florida
SEABRIDGE BUILDERS	

REVISIONS	

CONSULTANT	
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DRN	
CXD	L. SMALL
SEAL	

weasel tosch erickson inc	architects urban planners
10016 highway 1 suite 206 jacksonville, florida 32258 308-747-6658	



SHEET TITLE	BUILDING 2 ELEVATIONS
DRAWING	A-8
PROJECT NO	64-560
DATE	7-19-04

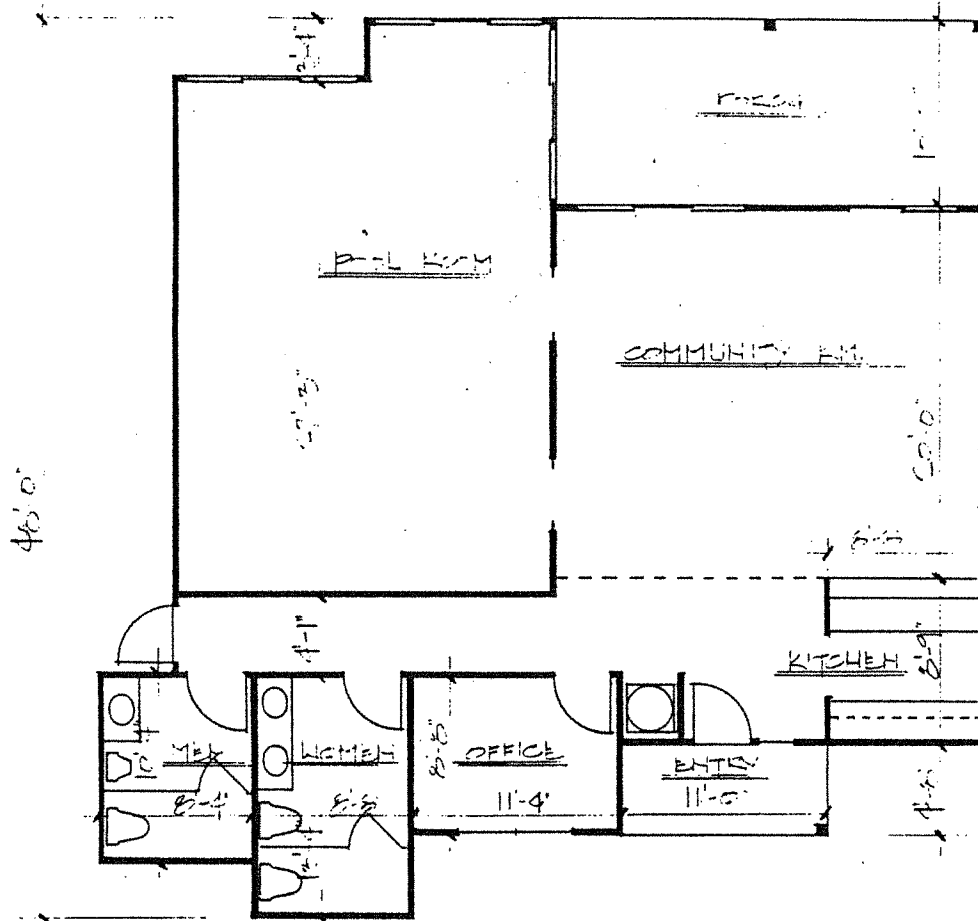
PROJECT TITLE	WILLIAMSBURG at Heritage Ridge Martin County, Florida SEABRIDGE BUILDERS
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REVISIONS	

CONSULTANT	
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DRM	CKD LAMMEL
SEAL	

weasel tosch erickson inc	www.weasel-tosch-erickson.com
1001ue Highway 1 Suite 206 Norte, Florida 32459 352-747-4888	




WILLIAMSBURG COMMUNITY BLDG.

WILLIAMSBURG AT HERITAGE RIDGE, a Condominium
PHASE ONE

SURVEYOR'S CERTIFICATION

This certification made this 3rd day of June
1985, by the undersigned surveyor is made pursuant to the provisions of
Section 718.014(4) (c) of the Florida Statutes, and is a certification
that this survey and plat plan description, floor plans and other material
in connection herewith and the construction of the improvements is sub-
stantially complete so that the material together with the provisions of
the declaration describing the condominium property is an accurate repre-
sentation of the location and dimensions of the improvements, and that the
identification, location and dimensions of the common elements, and of
each unit can be determined by these materials.


David W. Betham
Registered Land Surveyor
Florida Certificate No. 3199

DAVID W. BETHAM
Registered Land Surveyor
Florida Certificate No. 3199
Stuart, Florida

WILLIAMSBURG AT HERITAGE RIDGE, a Condominium
Surveyor's Certification

EXHIBIT "I"

OR
BOOK 638 PAGE 938

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THE RECORD
MAY 11 1985

CERTIFICATE OF AMENDMENTFORWILLIAMSBURG AT HERITAGE RIDGECONDOMINIUM ASSOCIATION, INC.

At a Special Meeting of the members of Williamsburg at Heritage Ridge Condominium Association, Inc., held on Thursday, August 22, 1985 the following amendments were adopted to the Declaration of Condominium.

(Note: Words in struck through type are deletions; words underscored are additions)

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
WILLIAMSBURG AT HERITAGE RIDGE, A CONDOMINIUM

Paragraph 2.1:

2.1 SURVEY: On Sheets 1 through 12 of Exhibits A, B and C are legal descriptions of the land, graphic description, and plot plans of the improvements constituting the condominium, identifying the units, common elements and limited common elements, and their respective locations and approximate dimensions. Each unit is identified on Exhibit C by a specific number. No units bears the same number as any other unit. The parking and storage areas are delineated thereon. The percentage of ownership of undivided interests in the common elements appurtenant to each unit is designated on Exhibit "2" "G".

Paragraph 8.1:

8.1 THE ASSOCIATION: The association shall administer the operation and management of the condominium property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act. A copy of the Articles of Incorporation forming the association is attached to the Declaration as Exhibit "3" "E".

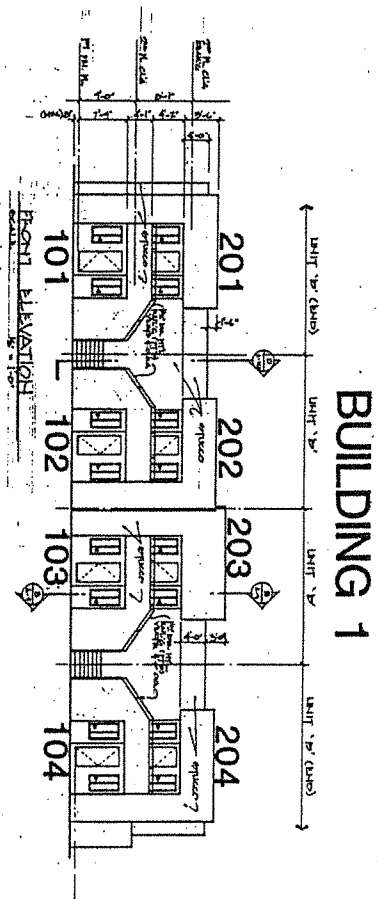
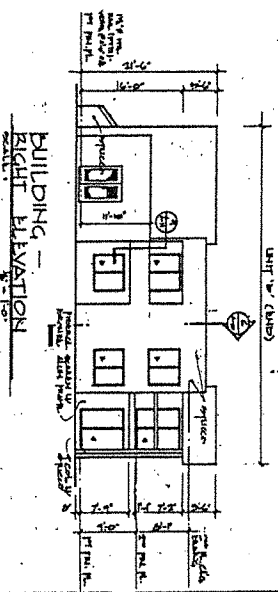
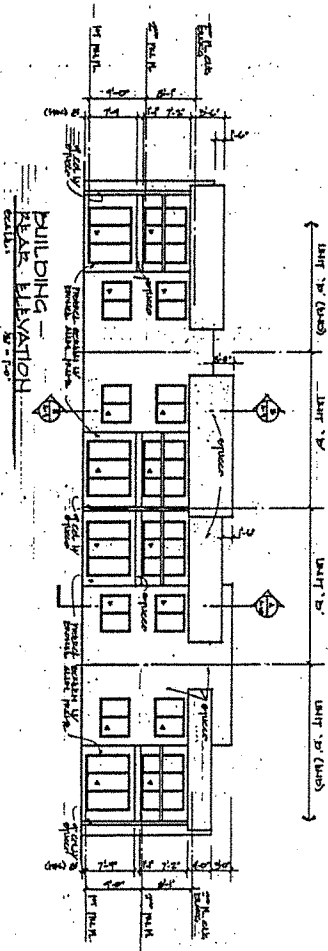
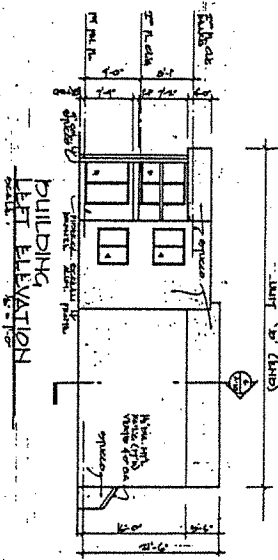
Paragraph 16.2:

16.2 PROPOSAL OF AMENDMENT: Except as otherwise required by Florida Statute 718.403, an amendment may be proposed by either the unanimous vote of the Board of Directors of the association, or by fifteen (15%) percent of the members of the association. Directors and members not present in person or by proxy at the meeting considering the amendment, may express their approval in writing, provided such approval is delivered to the secretary within ten (10) days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

a. Not less than sixty-six (66%) percent of the entire membership of the Board of Directors, and by not less than seventy (70%) percent of the votes of the entire membership of the association; and

Paragraph 9.5:

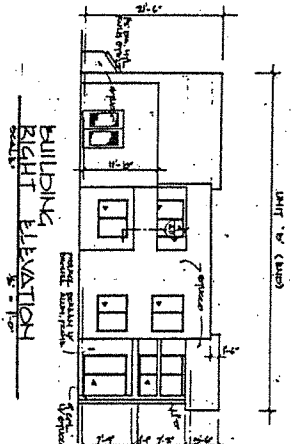
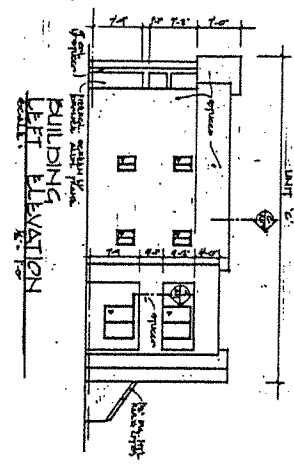
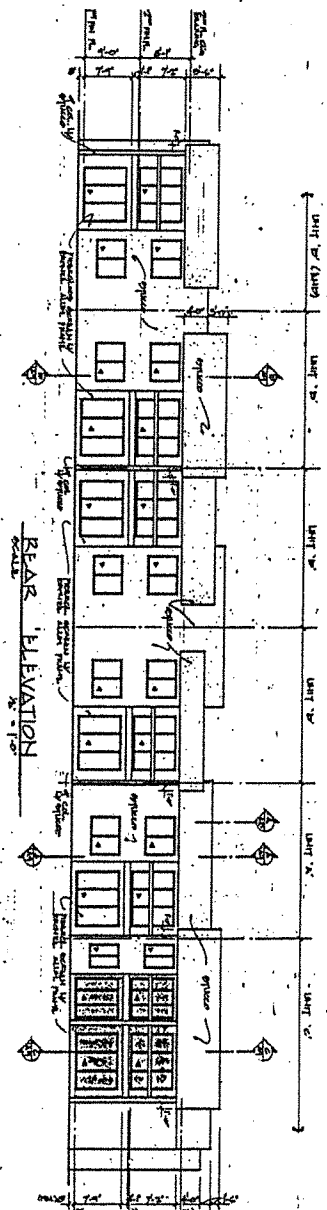
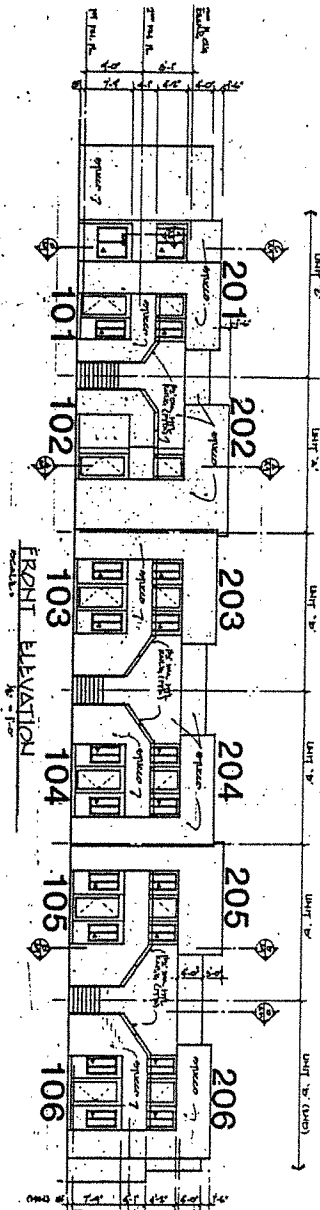
D. No truck, boat, pickup truck, trailer, motorcycle, moped, tractor, recreational or commercial vehicle, or loud or noisy vehicle, machine or device shall be used, operated, repaired, stored or parked outside an approved garage, upon any portion of Williamsburg at Heritage Ridge, nor shall any repairs to any vehicle, including cars, be performed, nor shall any inoperable vehicles be left for an unreasonable period of time, other than in a specific area which the Board of Directors of the Condominium Association may designate for the purpose of storage of such types and classes of some or all of those vehicles and machinery indicated above; provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of all or any part of Williamsburg at Heritage Ridge.



SHEET TITLE BUILDING ELEVATION		PROJECT TITLE WILLIAMSBURG at Heritage Ridge Martin County, Florida SEABRIDGE BUILDERS		REVISIONS		CONSULTANT		DRM CKD SEAL		wessel tosch erickson inc architects + urban planners 1001st Highway 1 Suite 209 Jupiter Florida 33458 508-747-4950	
DRAWING A-5		PROJECT NO 04-240		DATE 7-20-04							

NEW EXHIBIT C-13-a

BUILDING 2



SHEET TITLE
BUILDING
ELEVATION
DRAWING
A/B

PROJECT TITLE
WILLIAMSBURG
at Heritage Ridge
Martin County, Florida
SEABRIDGE BUILDERS

REVISIONS

NO.	DESCRIPTION

CONSULTANT

DRN
CKD LAMM
SEAL

wessel
loch
erickson
inc architects/urban planners
1001us Highway 1
Suite 206
Jupiter, Florida 33489
305-747-4958

NEW EXHIBIT "G"
TO THE DECLARATION OF CONDOMINIUM
OF

WILLIAMSBURG AT HERITAGE RIDGE, a Condominium

The percentage of ownership of the common elements and the share of common expenses for each unit are as follows:

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
<u>PHASE I</u>			
1-101	1/20	1-201	1/32
1-102	1/20	1-202	1/32
1-103	1/20	1-203	1/32
1-104	1/20	1-204	1/32
1-201	1/20	2-101	1/32
1-202	1/20	2-102	1/32
1-203	1/20	2-103	1/32
1-204	1/20	2-104	1/32
2-101	1/20	2-105	1/32
2-102	1/20	2-106	1/32
2-103	1/20	2-201	1/32
2-104	1/20	2-202	1/32
1-105	1/20	2-203	1/32
2-106	1/20	2-204	1/32
2-201	1/20	2-205	1/32
2-202	1/20	2-206	1/32
2-203	1/20	3-101	1/32
2-204	1/20	3-102	1/32
2-205	1/20	3-103	1/32
2-206	1/20	3-104	1/32
		3-105	1/32
		3-106	1/32
		3-201	1/32
		3-202	1/32
		3-203	1/32
		3-204	1/32
		3-205	1/32
		3-206	1/32
<u>PHASE I & II</u>			
1-101	1/32		
1-102	1/32		
1-103	1/32		
1-104	1/32		

IF PHASE II IS NOT DEVELOPED, THE APARTMENTS IN PHASE I WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION SET FORTH ABOVE

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
IF PHASE III IS NOT DEVELOPED THE APARTMENTS IN PHASE I AND II WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION SET FORTH ABOVE		3-206	1/40
		4-101	1/40
		4-102	1/40
<u>PHASE I, PHASE II & PHASE III</u>		4-103	1/40
1-101	1/40	4-104	1/40
1-102	1/40	4-201	1/40
1-103	1/40	4-202	1/40
1-104	1/40	4-203	1/40
1-201	1/40	4-204	1/40
1-202	1/40	IF PHASE IV IS NOT DEVELOPED THE APARTMENTS IN PHASE I, II AND III WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION SET FORTH ABOVE	
1-203	1/40	<u>PHASE I, PHASE II, PHASE III & PHASE IV</u>	
1-204	1/40	1-101	1/52
2-101	1/40	1-102	1/52
2-102	1/40	1-103	1/52
2-103	1/40	1-104	1/52
2-104	1/40	1-201	1/52
2-105	1/40	1-202	1/52
2-106	1/40	1-203	1/52
2-201	1/40	1-204	1/52
2-202	1/40	2-101	1/52
2-203	1/40	2-102	1/52
2-204	1/40	2-103	1/52
2-205	1/40	2-104	1/52
2-206	1/40	2-105	1/52
3-101	1/40	2-106	1/52
3-102	1/40	2-201	1/52
3-103	1/40	2-202	1/52
3-104	1/40	2-203	1/52
3-105	1/40	2-204	1/52
3-106	1/40	2-205	1/52
3-201	1/40	2-206	1/52
3-202	1/40	3-101	1/52
3-203	1/40	3-102	1/52
3-204	1/40		
3-205	1/40		

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
		<u>PHASES I, II, III, IV, V, VI, & VII</u>	
5-101	1/68	1-101	1/84
5-102	1/68	1-102	1/84
5-103	1/68	1-103	1/84
5-104	1/68	1-104	1/84
5-105	1/68	1-201	1/84
5-106	1/68	1-202	1/84
5-201	1/68	1-203	1/84
5-202	1/68	1-204	1/84
5-203	1/68	2-101	1/84
5-204	1/68	2-102	1/84
5-205	1/68	2-103	1/84
5-206	1/68	2-104	1/84
6-101	1/68	2-105	1/84
6-102	1/68	2-106	1/84
6-103	1/68	2-201	1/84
6-104	1/68	2-202	1/84
6-201	1/68	2-203	1/84
6-202	1/68	2-204	1/84
6-203	1/68	2-205	1/84
6-204	1/68	2-206	1/84
7-101	1/68	3-101	1/84
7-102	1/68	3-102	1/84
7-103	1/68	3-103	1/84
7-104	1/68	3-104	1/84
7-105	1/68	3-105	1/84
7-106	1/68	3-106	1/84
7-201	1/68	3-201	1/84
7-202	1/68	3-202	1/84
7-203	1/68	3-203	1/84
7-204	1/68	3-204	1/84
7-205	1/68	3-205	1/84
7-206	1/68	3-206	1/84
		4-101	1/84
		4-102	1/84
		4-103	1/84

IF PHASE VII IS NOT DEVELOPED, THE APARTMENTS IN PHASE I, II, III, IV, V AND VI WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
4-104	1/84	7-205	1/84
4-201	1/84	7-206	1/84
4-202	1/84	8-101	1/84
4-203	1/84	8-102	1/84
4-204	1/84	8-103	1/84
5-101	1/84	8-104	1/84
5-102	1/84	8-105	1/84
5-103	1/84	8-106	1/84
5-104	1/84	8-201	1/84
5-105	1/84	8-202	1/84
5-106	1/84	8-203	1/84
5-201	1/84	8-204	1/84
5-202	1/84	8-205	1/84
5-203	1/84	8-206	1/84
5-204	1/84		
5-205	1/84		
5-206	1/84		
6-101	1/84		
6-102	1/84		
6-103	1/84		
6-104	1/84		
6-201	1/84		
6-202	1/84		
6-203	1/84		
6-204	1/84		
7-101	1/84		
7-102	1/84		
7-103	1/84		
7-104	1/84		
7-105	1/84		
7-106	1/84		
7-201	1/84		
7-202	1/84		
7-203	1/84		
7-204	1/84		

IF PHASE VIII IS NOT DEVELOPED, THE APARTMENTS IN PHASE I, II, III, IV, V, VI & VII WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE
PHASES I, II, III, IV, V, VI, VII & VIII

1-101	1/96
1-102	1/96
1-103	1/96
1-104	1/96
1-201	1/96
1-202	1/96
1-203	1/96
1-204	1/96
2-101	1/96
2-102	1/96
2-103	1/96
2-104	1/96
2-105	1/96
2-106	1/96
2-201	1/96
2-202	1/96
2-203	1/9
2-204	1/96

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
2-205	1/96	6-102	1/96
2-206	1/96	6-103	1/96
3-101	1/96	6-104	1/96
3-102	1/96	6-201	1/96
3-103	1/96	6-202	1/96
3-104	1/96	6-203	1/96
3-105	1/96	6-204	1/96
3-106	1/96	7-101	1/96
3-201	1/96	7-102	1/96
3-202	1/96	7-103	1/96
3-203	1/96	7-104	1/96
3-204	1/96	7-105	1/96
3-205	1/96	7-106	1/96
3-206	1/96	7-201	1/96
4-101	1/96	7-202	1/96
4-102	1/96	7-203	1/96
4-103	1/96	7-204	1/96
4-104	1/96	7-205	1/96
4-201	1/96	7-206	1/96
4-202	1/96	8-101	1/96
4-203	1/96	8-102	1/96
4-204	1/96	8-103	1/96
5-101	1/96	8-104	1/96
5-102	1/96	8-105	1/96
5-103	1/96	8-106	1/96
5-104	1/96	8-201	1/96
5-105	1/96	8-202	1/96
5-106	1/96	8-203	1/96
5-201	1/96	8-204	1/96
5-202	1/96	8-205	1/96
5-203	1/96	8-206	1/96
5-204	1/96	9-101	1/96
5-205	1/96	9-102	1/96
5-206	1/96	9-103	1/96
6-101	1/96		1/96

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
9-105	1/96	3-103	1/104
9-106	1/96	3-104	1/104
9-201	1/96	3-105	1/104
9-202	1/96	3-106	1/104
9-203	1/96	3-201	1/104
9-204	1/96	3-202	1/104
9-205	1/96	3-203	1/104
9-206	1/96	3-204	1/104
IF PHASE IX IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII & VIII WILL HAVE THE PROPORTIONATE OWNER- SHIP IN THE ASSOCIATION AS SET FORTH ABOVE		3-205	1/104
		3-206	1/104
		4-101	1/104
		4-102	1/104
<u>PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII & PHASE IX</u>		4-103	1/104
1 -101	1/104	4-104	1/104
1 -102	1/104	4-201	1/104
1 -103	1/104	4-202	1/104
1 -104	1/104	4-203	1/104
1 -201	1/104	4-204	1/104
1 -202	1/104	5-101	1/104
1 -203	1/104	5-102	1/104
1 -204	1/104	5-103	1/104
2 -101	1/104	5-104	1/104
2 -102	1/104	5-105	1/104
2 -103	1/104	5-106	1/104
2 -104	1/104	5-201	1/104
2 -105	1/104	5-202	1/104
2 -106	1/104	5-203	1/104
2 -201	1/104	5-204	1/104
2 -202	1/104	5-205	1/104
2 -203	1/104	5-206	1/104
2 -204	1/104	6-101	1/104
2 -205	1/104	6-102	1/104
2 -206	1/104	6-103	1/104
3 -101	1/104	6-104	1/104
3 -102	1/104	6-201	1/104

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
-202	1/104	9-204	1/104
6-203	1/104	9-205	1/104
6-204	1/104	9-206	1/104
7-102	1/104	10-101	1/104
7-103	1/104	10-102	1/104
7-104	1/104	10-103	1/104
7-105	1/104	10-104	1/104
7-106	1/104	10-201	1/104
7-201	1/104	10-202	1/104
7-202	1/104	10-203	1/104
7-203	1/104	10-204	1/104
7-204	1/104		
7-205	1/104		
7-206	1/104		
8-101	1/104		
8-102	1/104		
8-103	1/104	1-101	1/112
8-104	1/104	1-102	1/112
8-105	1/104	1-103	1/112
8-106	1/104	1-104	1/112
8-201	1/104	1-201	1/112
8-202	1/104	1-202	1/112
8-203	1/104	1-203	1/112
8-204	1/104	1-204	1/112
8-205	1/104	2-101	1/112
8-206	1/104	2-102	1/112
9-101	1/104	2-103	1/112
9-102	1/104	2-104	1/112
9-103	1/104	2-105	1/112
9-104	1/104	2-106	1/112
9-105	1/104	2-201	1/112
9-106	1/104	2-202	1/112
9-201	1/104	2-203	1/112
9-202	1/104	2-204	1/112
9-203	1/104	2-205	1/112

IF PHASE X IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII, VIII AND IX WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII PHASE IX AND PHASE X

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
2-206	1/112	6-102	1/112
3-101	1/112	6-103	1/112
3-102	1/112	6-104	1/112
3-103	1/112	6-202	1/112
3-104	1/112	6-203	1/112
3-105	1/112	6-204	1/112
3-106	1/112	7-101	1/112
3-201	1/112	7-102	1/112
3-202	1/112	7-103	1/112
3-203	1/112	7-104	1/112
3-204	1/112	7-105	1/112
3-205	1/112	7-106	1/112
3-206	1/112	7-201	1/112
4-101	1/112	7-202	1/112
4-102	1/112	7-203	1/112
4-103	1/112	7-204	1/112
4-104	1/112	7-204	1/112
4-201	1/112	8-101	1/112
4-202	1/112	8-102	1/112
4-203	1/112	8-103	1/112
4-204	1/112	8-104	1/112
5-101	1/112	8-105	1/112
5-102	1/112	8-106	1/112
5-103	1/112	8-201	1/112
5-104	1/112	8-202	1/112
5-105	1/112	8-203	1/112
5-106	1/112	8-204	1/112
5-201	1/112	8-205	1/112
5-202	1/112	8-206	1/112
5-203	1/112	9-101	1/112
5-204	1/112	9-102	1/112
5-205	1/112	9-103	1/112
5-206	1/112	9-104	1/112
6-101	1/112	9-105	1/112

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
9-106	1/112	1-204	1/120
9-201	1/112	2-101	1/120
9-202	1/112	2-102	1/120
9-203	1/112	2-103	1/120
9-204	1/112	2-104	1/120
9-205	1/112	2-105	1/120
9-206	1/112	2-106	1/120
10-101	1/112	2-201	1/120
10-102	1/112	2-202	1/120
10-103	1/112	2-203	1/120
10-104	1/112	2-204	1/120
10-201	1/112	2-205	1/120
10-202	1/112	2-206	1/120
10-203	1/112	3-101	1/120
10-204	1/112	3-102	1/120
11-101	1/112	3-103	1/120
11-102	1/112	3-104	1/120
11-103	1/112	3-105	1/120
11-104	1/112	3-106	1/120
11-201	1/112	3-201	1/120
11-202	1/112	3-202	1/120
11-203	1/112	3-203	1/120
11-204	1/112	3-204	1/120
		3-205	1/120
		3-206	1/120
		4-101	1/120
		4-102	1/120
		4-103	1/120
		4-104	1/120
		4-201	1/120
		4-202	1/120
		4-203	1/120
		4-204	1/120
		5-101	1/120
		5-102	1/120

IF PHASE XI IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII, VIII, IX AND X WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII, PHASE IX, PHASE X AND PHASE XI

1-101	1/120
1-102	1/120
1-103	1/120
1-104	1/120
1-201	1/120
1-202	1/120
1-203	1/120

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
5-103	1/120	8-201	1/120
5-104	1/120	8-202	1/120
5-105	1/120	8-201	1/120
5-106	1/120	8-202	1/120
5-201	1/120	8-203	1/120
5-202	1/120	8-204	1/120
5-203	1/120	8-205	1/120
5-204	1/120	8-206	1/120
5-205	1/120	9-101	1/120
5-206	1/120	9-102	1/120
6-101	1/120	9-103	1/120
6-102	1/120	9-104	1/120
6-103	1/120	9-105	1/120
6-104	1/120	9-106	1/120
6-201	1/120	9-201	1/120
6-202	1/120	9-202	1/120
6-203	1/120	9-203	1/120
6-204	1/120	9-204	1/120
7-101	1/120	9-205	1/120
7-102	1/120	9-206	1/120
7-103	1/120	10-101	1/120
7-104	1/120	10-102	1/120
7-105	1/120	10-103	1/120
7-106	1/120	10-104	1/120
7-201	1/120	10-201	1/120
7-202	1/120	10-202	1/120
7-203	1/120	10-203	1/120
7-204	1/120	10-204	1/120
7-205	1/120	11-101	1/120
7-206	1/120	11-102	1/120
8-101	1/120	11-103	1/120
8-102	1/120	11-104	1/120
8-103	1/120	11-201	1/120
8-104	1/120	11-202	1/120
8-105	1/120	11-203	1/120

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
11-204	1/120		
12-101	1/120		
12-102	1/120		
12-103	1/120		
12-104	1/120		
12-201	1/120		
12-202	1/120		
12-203	1/120		
12-204	1/120		

IF PHASE XII IS NOT DEVELOPED, THE APARTMENTS IN PHASES I, II, III, IV, V, VI, VII, VIII, IX, X AND XI WILL HAVE THE PROPORTIONATE OWNERSHIP IN THE ASSOCIATION AS SET FORTH ABOVE

PHASE I, PHASE II, PHASE III, PHASE IV, PHASE V, PHASE VI, PHASE VII, PHASE VIII, PHASE IX, PHASE X, PHASE XI AND PHASE XII

		3-205	1/128
		3-206	1/128
		4-101	1/128
		4-102	1/128
		4-103	1/128
		4-104	1/128
1-101	1/128	4-201	1/128
1-102	1/128	4-202	1/128
1-103	1/128	4-203	1/128
1-104	1/128	4-204	1/128
1-201	1/128	5-101	1/128
1-202	1/128	5-102	1/128
1-203	1/128	5-103	1/128
1-204	1/128	5-104	1/128
2-101	1/128	5-105	1/128
2-102	1/128	5-106	1/128
2-103	1/128	5-201	1/128
2-104	1/128	5-202	1/128
2-105	1/128	5-203	1/128
2-106	1/128	5-204	1/128
2-201	1/128	5-205	1/128
2-202	1/128	5-206	1/128
2-203	1/128	6-101	1/128
2-204	1/128	6-102	1/128
2-205	1/128		

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
2-206	1/128	6-103	1/128
3-101	1/128	6-104	1/128
3-102	1/128	6-201	1/128
3-103	1/128	6-202	1/128
3-104	1/128	6-203	1/128
3-105	1/128	6-204	1/128
3-106	1/128	7-101	1/128
3-201	1/128	7-102	1/128
3-202	1/128	7-103	1/128
3-203	1/128	7-104	1/128
3-204	1/128	7-105	1/128

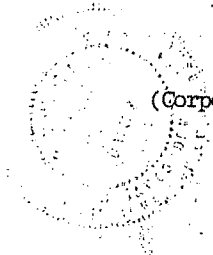
O R
BOOK 649 PAGE 1420

Apartment Number	Percentage for each unit	Apartment Number	Percentage for each unit
7-106	1/128	10-201	1/128
7-201	1/128	10-202	1/128
7-202	1/128	10-203	1/128
7-203	1/128	10-204	1/128
7-204	1/128	11-101	1/128
7-205	1/128	11-102	1/128
7-206	1/128	11-103	1/128
8-101	1/128	11-104	1/128
8-102	1/128	11-201	1/128
8-103	1/128	11-202	1/128
8-104	1/128	11-203	1/128
8-105	1/128	11-204	1/128
8-106	1/128	12-101	1/128
8-201	1/128	12-102	1/128
8-202	1/128	12-103	1/128
8-203	1/128	12-104	1/128
8-204	1/128	12-201	1/128
8-205	1/128	12-202	1/128
8-206	1/128	12-203	1/128
9-101	1/128	12-204	1/128
9-102	1/128	13-101	1/128
9-103	1/128	13-102	1/128
9-104	1/128	13-103	1/128
9-105	1/128	13-104	1/128
9-106	1/128	13-201	1/128
9-201	1/128	13-202	1/128
9-202	1/128	13-203	1/128
9-203	1/128	13-204	1/128
9-204	1/128		
9-205	1/128		
9-206	1/128		
10-101	1/128		
10-102	1/128		
10-103	1/128		
10-104	1/128		

O. R. BOOK 649 PAGE 1421

IT IS FURTHER CERTIFIED that the resolution adopting the above amendments was duly approved in accordance with the provisions of the Declaration of Condominium, and that said resolution appears upon the minutes of the meeting and is unrevoked.

EXECUTED at Stuart, Florida, this 19 day of September, 1985.



(Corporate Seal)

WILLIAMSBURG AT HERITAGE RIDGE
CONDOMINIUM ASSOCIATION, INC.

BY [Signature]
Donald J. Ricci, President

Attest: [Signature]
Lee A. Kimmel, Secretary

Witnesses:

[Signature]
Sandra M. Jackson

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing Certificate of Amendment was acknowledged before me this 19 day of September, 1985 by DONALD J. RICCI, and LEE A. KIMMEL as President and Secretary, respectively, of WILLIAMSBURG AT HERITAGE RIDGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

Sandra M. Jackson
Notary Public

My commission expires: 11.28.85

FILED FOR RECORD
MARTIN COUNTY, FLA.

85 SEP 20 P 2: 54

LOUIS V. MAACS
CLERK OF DISTRICT COURT
BY [Signature] D.C.

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

WILLIAMSBURG AT HERITAGE RIDGE, A CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM, made this 19th day of September, 1985, by SEABRIDGE ASSOCIATES, INC., a Florida corporation, called Developer, for itself, its successors, guarantees and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE. The purpose of this Second Amendment to the Declaration of Condominium is to add Phase II to WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, and to submit the lands described in this instrument and the improvements on those lands to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called "The Condominium Act. Phase II is added to this Condominium pursuant to Paragraph 3.27 of the Declaration of Condominium of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, dated May 21, 1985 and recorded in Official Records Book 637, Page 1, and Official Records Book 638, Page 916, Public Records of Martin County, Florida, and pursuant to the provisions of Section 718.403, Florida Statutes.

2. THE LAND. The lands owned by Developer in fee simple, which by this instrument are submitted in fee simple to the Condominium form of ownership as Phase II of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, together with all easements, rights and appurtenances belonging thereto, are lands lying in Martin County, Florida, more particularly described in Exhibit A-2, which is attached hereto and made a part hereof.

3. IMPROVEMENTS. Construction of all Apartments in Phase II (Building 3) is substantially completed as of the date of this Second Amendment and Surveys of these Apartments are attached hereto as Exhibits H-1. A Surveyor's Certificate as to these Apartments, as required by Section 718.104(4)(e), Florida Statutes, is attached hereto, marked "Exhibit I-2" and made a part hereof.

4. EXHIBITS TO SECOND AMENDMENT TO DECLARATION. A complete list of the Exhibits to this Second Amendment to Declaration of Condominium which are attached hereto and made a part hereof for the purpose of establishing, creating and adding Phase II as part of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium are as follows:

<u>Exhibit No.</u>	<u>Title</u>
A-2	Legal Description of Lands in Phase II
C-2	Site Plan Showing Improvements in Phase II
I-2	Certificate of Surveyor
H-1	Surveys of Apartments

5. PROVISIONS OF DECLARATION APPLICABLE. By reason of this Second Amendment to the Declaration of Condominium of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, all of the covenants, conditions, restrictions, easements, terms and other provisions of the aforesaid Declaration of Condominium recorded in Official Records Book 637, Page 1, and Official Records Book 638, Page 916, Public Records of Martin County, Florida, shall apply to the additional lands hereby submitted to the Condominium form of ownership in the same manner as if said lands were initially submitted to Condominium form of ownership as part of the aforesaid Declaration of Condominium.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

SEABRIDGE ASSOCIATES, INC., a
Florida corporation

Mary Counts
Sandra K. Johnson

By _____
Donald J. Ricci, Vice President
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD J. RICCI, as Vice President of SEABRIDGE ASSOCIATES, INC., a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal this 19th day of September, 1985.

Sandra K. Johnson
Notary Public

My commission expires: 11/28/85

BETHAM ASSOCIATES

Engineers • Planners • Surveyors
921 Northeast Commercial Street
Jensen Beach, Florida 33457
(305) 334-1800 • 465-6380

DAVID W. BETHAM • P.L.S.

LEGAL DESCRIPTION
WILLIAMSBURG AT HERITAGE RIDGE
PHASE 2

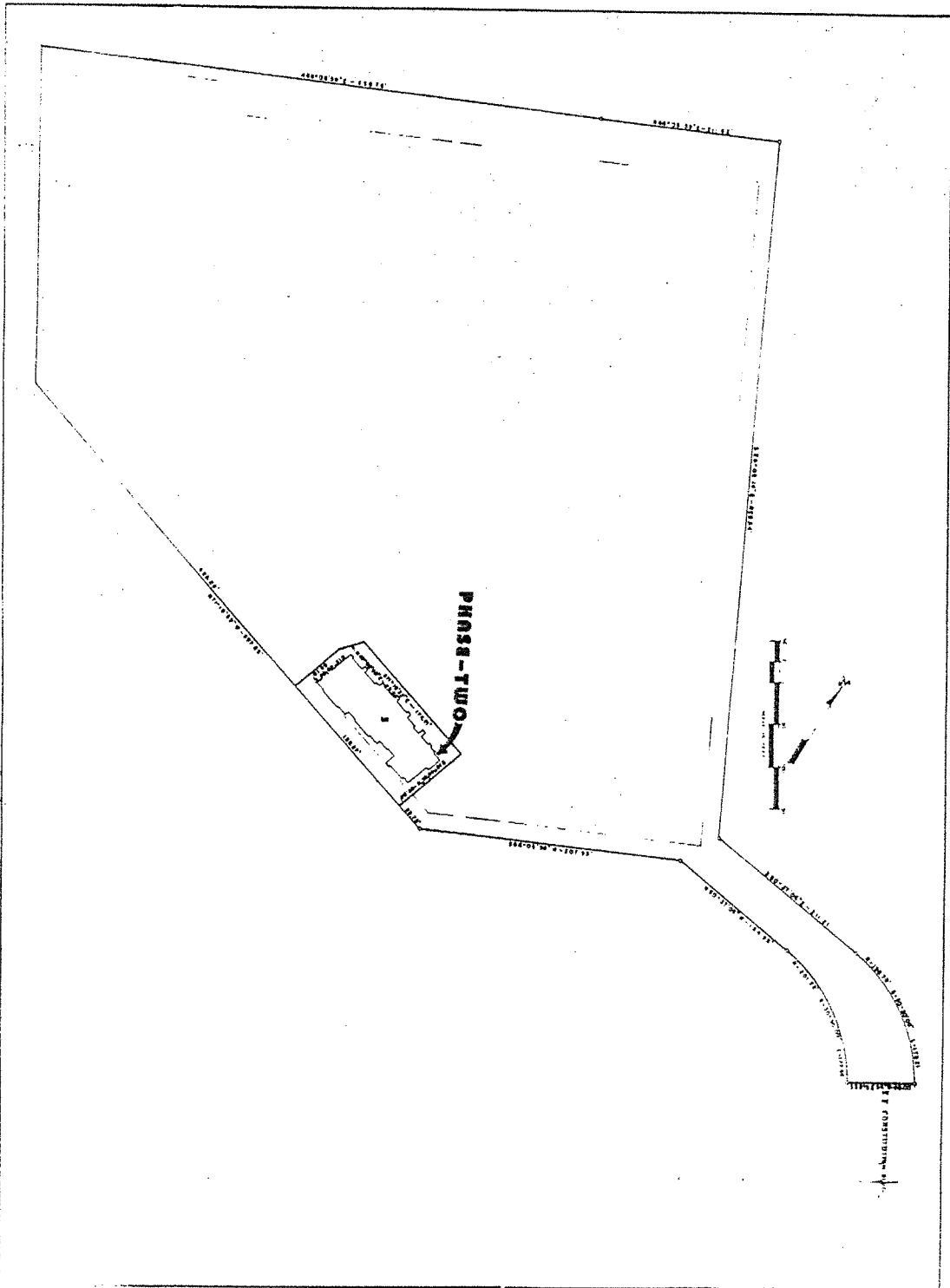
COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 35.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 186.87 FEET; THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE OF 68.10 FEET; THENCE RUN NORTH $43^{\circ}00'00''$ EAST A DISTANCE OF 29.52 FEET; THENCE RUN SOUTH $71^{\circ}19'52''$ EAST A DISTANCE OF 174.71 FEET; THENCE RUN SOUTH $18^{\circ}40'08''$ WEST A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

653 661886


DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

SEPTEMBER 5, 1984

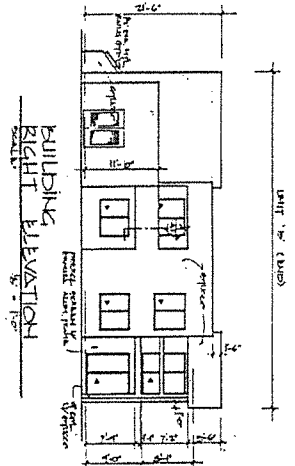
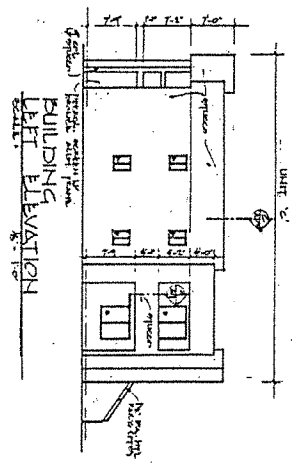
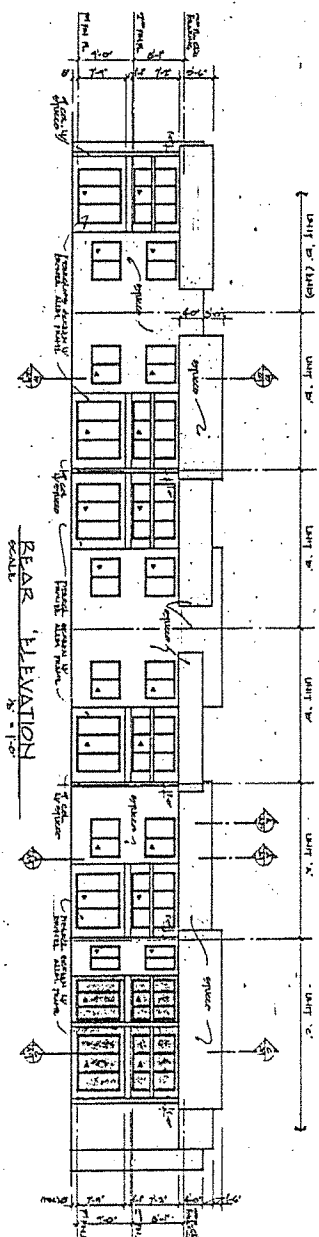
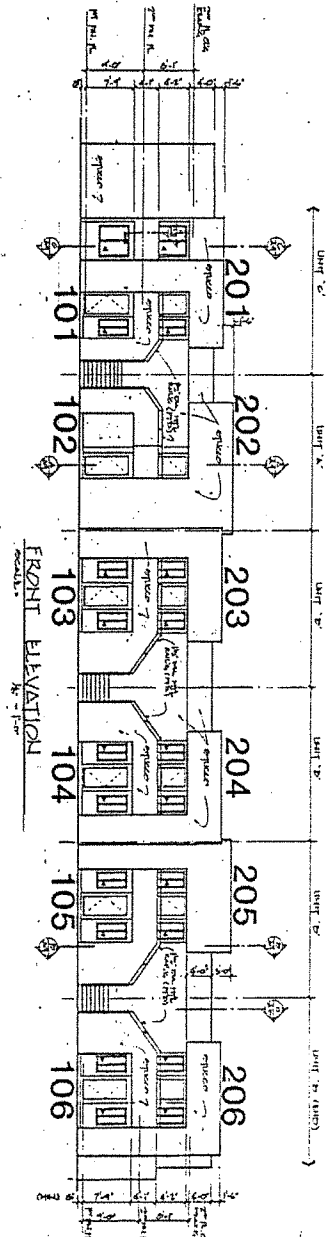


SHEET 1 OF 17	BETHAM ASSOCIATES ENGINEERS • PLANNERS • SURVEYORS 867 NORTHEAST COMMERCIAL STREET JENSEN BEACH, FLORIDA 33487 (208) 334-1800 • 488-8880	<table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>						SITE PLAN - PHASE TWO WILLIAMSBURG AT HERITAGE RIDGE EAST MARTIN COUNTY, FLORIDA DATE 9-4-88 DRAWN BY Ray Anderson

EXHIBIT C-2

653 653 1387

BUILDING 3



SHEET TITLE	
BUILDING ELEVATIONS	
DRAWING	PROJECT NO
A-8	64-000
	DATE
	7-19-04

PROJECT TITLE
WILLIAMSBURG
at Heritage Ridge
Martin County, Florida
SEABRIDGE BUILDERS

REVISIONS

CONSULTANT

DRN
CKD
SEAL

wessel losch grickson INC
100114 Highway 1 Suite 208 Naples, Florida 34109 305-747-4024
wantzels-urban planners

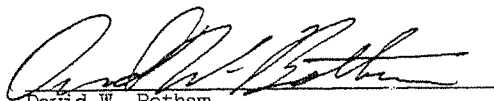
EXHIBIT H-1

WILLIAMSBURG AT HERITAGE RIDGE, a Condominium

PHASE II

SURVEYOR'S CERTIFICATION

This certification made this 25 day of SEPTEMBER, 1985, by the undersigned surveyor is made pursuant to the provisions of Section 718.014(4)(c) of the Florida Statutes, and is a certification that this survey and plat plan description, floor plans and other material in connection herewith and the construction of the improvements is substantially complete so that the material together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, and of each unit can be determined by these materials.



David W. Betham
Registered Land Surveyor
Florida Certificate No. 3109

DAVID W. BETHAM
Registered Land Surveyor
Florida Certificate No. 3199

WILLIAMSBURG AT HERITAGE RIDGE, a Condominium
Surveyor's Certification

EXHIBIT I-2

653 1389

JOINDER OF MORTGAGE

CYPRESS SAVINGS ASSOCIATION, a Florida Savings Association, herein called the "Mortgagee", the owner and holder of a mortgage recorded August 1, 1984 in Official Records Book 610, Page 1008, and a mortgage recorded on August 12, 1985 in Official Records Book 645, Page 483, Public Records of Martin County, Florida, upon lands located in a parcel of land lying in Section R-5 of HERITAGE RIDGE, Stuart, Florida, within Martin County, more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

joins in the making of the foregoing Second Amendment to Declaration of Condominium of Williamsburg at Heritage Ridge, a Condominium which adds said land and the improvements on those lands to the condominium form of ownership and use and agrees to subordinate its mortgage interest to said Declaration.

Dated this 15th day of October, 1985.

CYPRESS SAVINGS ASSOCIATION

By: [Signature]
P.L. Goud
Senior Vice President

Attest:

By: [Signature]
John J. Lombardo
Assistant Secretary

5 OCT 1985 P12:19

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Joinder of Mortgage was acknowledged before me by P. L. Goud and John J. Lombardo, as Senior Vice President and Assistant Secretary, respectively, of CYPRESS SAVINGS ASSOCIATION, a Florida Savings Association, on behalf of the corporation, this _____ day of _____, 1985.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 23 1987
BONDED THRU GENERAL INSURANCE CO.

601634

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

WILLIAMSBURG AT HERITAGE RIDGE, A CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM, made this
2nd day of May, 1986, by SEABRIDGE ASSOCIATES, INC., a
Florida corporation, called Developer, for itself, its successors,
guarantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Third Amendment to the Declaration of Condominium is to add Phase III to WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, and to submit the lands described in this instrument and the improvements on those lands to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called "The Condominium Act." Phase III is added to this Condominium pursuant to Paragraph 3.27 of the Declaration of Condominium of Williamsburg at Heritage Ridge, a Condominium, dated May 21, 1985 and recorded in Official Records Book 637, Page 1 and Official Records Book 638, Page 916, Public Records of Martin County, Florida, and pursuant to the provisions of Section 718.403, Florida Statutes.
2. THE LAND. The lands owned by Developer in fee simple, which by this instrument are submitted in fee simple to the Condominium form of ownership is Phase III of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, together with all easements, rights and appurtenances belonging thereto, are lands lying in Martin County, Florida, more particularly described in Exhibit A-3, which is attached hereto and made a part hereof.
3. IMPROVEMENTS. Construction of all Apartments in Phase III (Building 4) is substantially completed as of the date of this Third Amendment and Surveys of these Apartments are attached hereto as Exhibits H-1. A Surveyor's Certificate as to these Apartments, as required by Section 718.104(4)(e), Florida Statutes, is attached hereto, Marked "Exhibit I-3" and made a part hereof. 674 452366

4. EXHIBITS TO THIRD AMENDMENT TO DECLARATION. A complete list of the Exhibits to this Third Amendment to Declaration of Condominium which are attached hereto and made a part hereof for the purpose of establishing, creating and adding Phase III as part of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, are as follows:

<u>Exhibit No.</u>	<u>Title</u>
A-3	Legal Description of Lands in Phase III
C-3 & C-3a	Site Plan Showing Improvements in Phase III
I-3	Certificate of Surveyor
H-1	Surveys of Apartments

5. PROVISIONS OF DECLARATION APPLICABLE. By reason of this Third Amendment to the Declaration of Condominium of WILLIAMSBURG AT HERITAGE RIDGE, a Condominium, all of the covenants, conditions, restrictions, easements, terms and other provisions of the aforesaid Declaration of Condominium recorded in Official Records Book 637, Page 1 and Official Records Book 638, Page 916, Public Records of Martin County, Florida, shall apply to the additional lands hereby submitted to the Condominium form of ownership in the same manner as if said lands were initially submitted to the Condominium form of ownership as part of the aforesaid Declaration of Condominium.

IN WITNESS WHEREOF, the Developer has executed this Third Amendment to the Declaration the day and year first above written.

Signed, sealed and delivered in the presence of: SEABRIDGE ASSOCIATES, INC., a Florida corporation

By Donald J. Ricci, Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MARTIN

BOOK 674 PAGE 2367

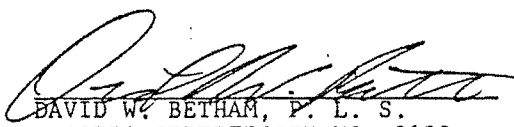
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD J. RICCI, as Vice President of SEABRIDGE ASSOCIATES, INC., a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal this _____ day of _____, 1986.

Notary Public

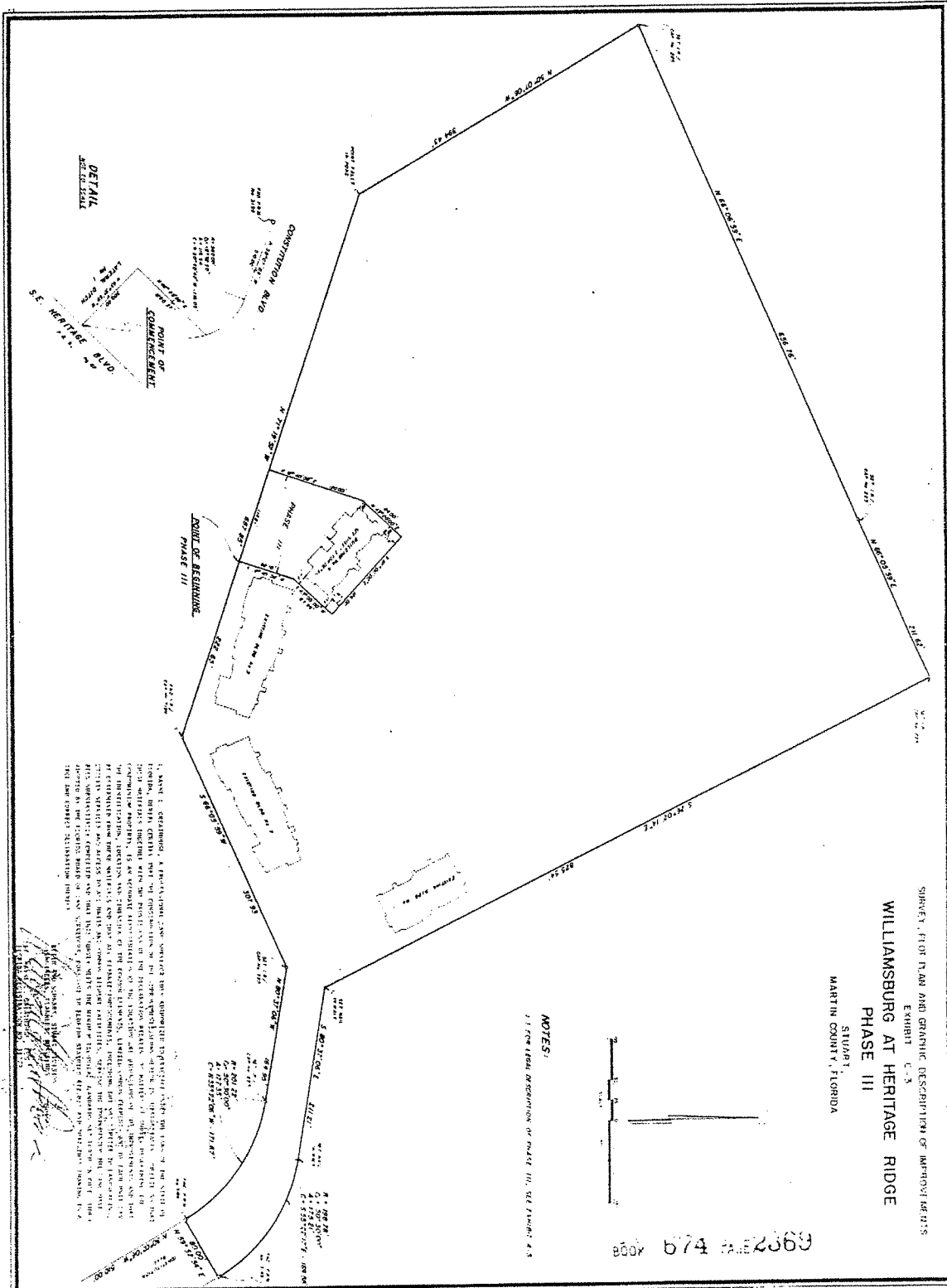
My commission expires: _____

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST HERITAGE BOULEVARD AS SHOWN ON THE PLAT OF YORKTOWN AT HERITAGE RIDGE SECTION III-B, PLAT BOOK 8, PAGE 62, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH $43^{\circ}37'59''$ WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION LATERAL DITCH NO. 1 A DISTANCE OF 300.00 FEET; THENCE RUN NORTH $46^{\circ}28'09''$ EAST ALONG THE NORTHERLY LINE OF YORKTOWN AT HERITAGE RIDGE SECTION III-B A DISTANCE OF 1280.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST CONSTITUTION BOULEVARD; THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO TO THE SOUTHWEST, WITH RADIUS OF 360.00 FEET, CENTRAL ANGLE OF $18^{\circ}32'50''$, AND CHORD BEARING OF NORTH $20^{\circ}50'42''$ WEST A DISTANCE OF 116.54 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $30^{\circ}07'06''$ WEST A DISTANCE OF 510.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, WITH RADIUS OF 201.22 FEET, CENTRAL ANGLE OF $50^{\circ}30'00''$; AND CHORD BEARING OF NORTH $55^{\circ}22'06''$ WEST A DISTANCE OF 177.35 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH $80^{\circ}37'06''$ WEST A DISTANCE OF 164.95 FEET; THENCE RUN SOUTH $66^{\circ}05'59''$ WEST A DISTANCE OF 307.93 FEET; THENCE RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 222.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN NORTH $71^{\circ}19'52''$ WEST A DISTANCE OF 114.81 FEET; THENCE RUN NORTH $18^{\circ}40'08''$ EAST A DISTANCE OF 120.00 FEET; THENCE RUN NORTH $43^{\circ}00'00''$ EAST A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH $47^{\circ}00'00''$ EAST A DISTANCE OF 126.00 FEET; THENCE RUN SOUTH $43^{\circ}00'00''$ WEST A DISTANCE OF 63.99 FEET; THENCE RUN SOUTH $18^{\circ}40'08''$ WEST A DISTANCE OF 68.10 FEET TO THE POINT OF BEGINNING.


DAVID W. BETHAM, P. L. S.
FLORIDA CERTIFICATE NO. 3199

86, 874 BE2368

SEPTEMBER 5, 1984



SURVEY, FLOOR PLAN AND GRAPHIC DESCRIPTION OF APPROXIMATE LOTS
 EXHIBIT C-3
WILLIAMSBURG AT HERITAGE RIDGE
 PHASE III
 STUART,
 MARTIN COUNTY, FLORIDA

NOTES:
 1. FOR FULL DESCRIPTION OF PLOT III, SEE PLOT III, 4.5

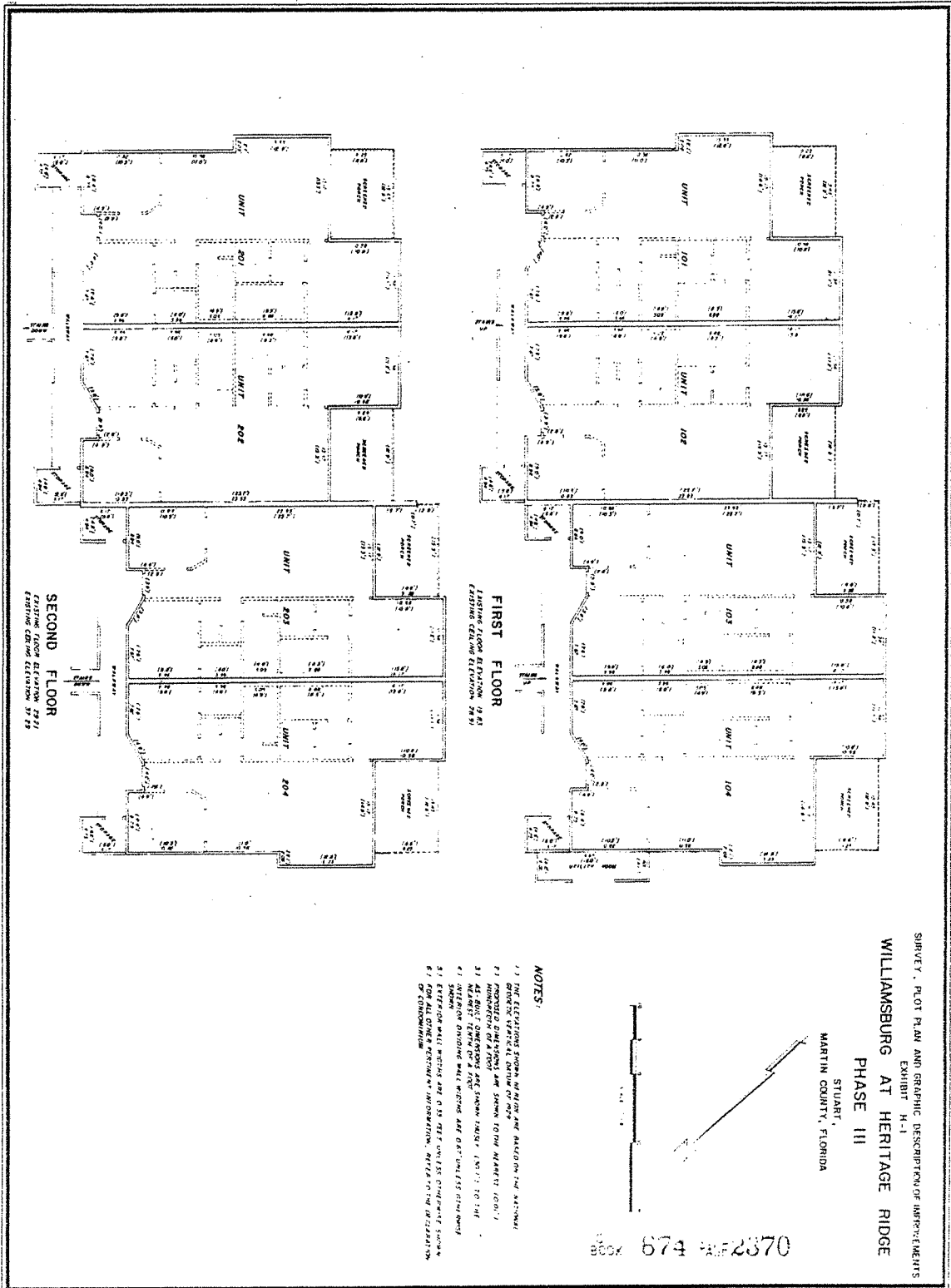
1. ASSET 1, DEFINED AS PLOT III, HAS BEEN DEDICATED TO THE USE OF THE STATE OF FLORIDA AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE STATE OF FLORIDA HAS THE SOLE AND EXCLUSIVE RIGHT TO DEVELOP AND CONSTRUCT ANY AND ALL STRUCTURES ON PLOT III, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF A HIGHWAY, BRIDGE, OR OTHER INFRASTRUCTURE. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY SUCH STRUCTURES. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE PROTECTION OF PLOT III FROM ANY AND ALL HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS, LEAD, AND OTHER TOXIC SUBSTANCES. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE REMEDIATION OF ANY SUCH HAZARDOUS MATERIALS. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE PROTECTION OF PLOT III FROM ANY AND ALL POLLUTION, INCLUDING BUT NOT LIMITED TO AIR POLLUTION, WATER POLLUTION, AND SOIL POLLUTION. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE PROTECTION OF PLOT III FROM ANY AND ALL CLIMATE CHANGE RELATED RISKS, INCLUDING BUT NOT LIMITED TO SEA LEVEL RISE, DROUGHT, AND OTHER EXTREME WEATHER EVENTS. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE PROTECTION OF PLOT III FROM ANY AND ALL OTHER RISKS, INCLUDING BUT NOT LIMITED TO TERRORISM, NUCLEAR ACCIDENTS, AND OTHER DISASTERS. THE STATE OF FLORIDA SHALL BE RESPONSIBLE FOR THE PROTECTION OF PLOT III FROM ANY AND ALL OTHER RISKS, INCLUDING BUT NOT LIMITED TO TERRORISM, NUCLEAR ACCIDENTS, AND OTHER DISASTERS.

DATE: 1/11/11
 DRAWN BY: J. W. HARRIS
 CHECKED BY: J. W. HARRIS
 SCALE: AS SHOWN

WILLIAMSBURG AT HERITAGE RIDGE
 PHASE III
 BUILDING NUMBER 4

DATE: 1/11/11
 DRAWN BY: J. W. HARRIS
 CHECKED BY: J. W. HARRIS
 SCALE: AS SHOWN

Keith and Schnars, P.A.
 ENGINEERS - PLANNERS - SURVEYORS
 614 Colorado Avenue Stuart, Florida 34997

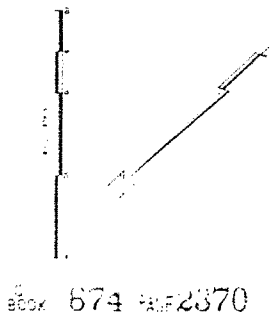


SECOND FLOOR
 EXISTING FLOOR ELEVATION 9.73
 EXISTING CEILING ELEVATION 9.73

FIRST FLOOR
 EXISTING FLOOR ELEVATION 9.81
 EXISTING CEILING ELEVATION 9.81

NOTES:

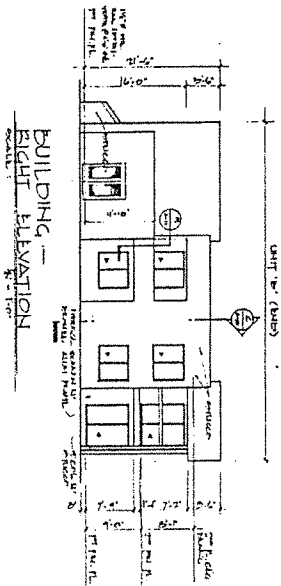
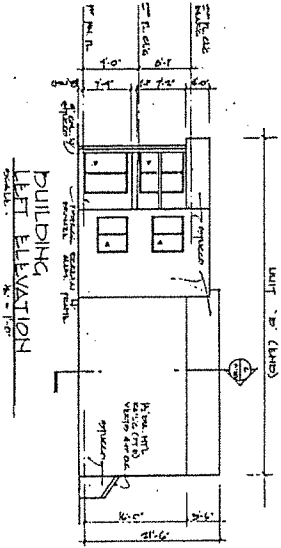
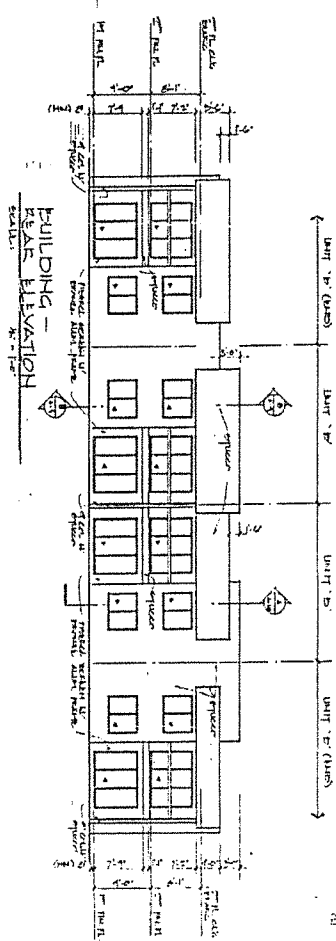
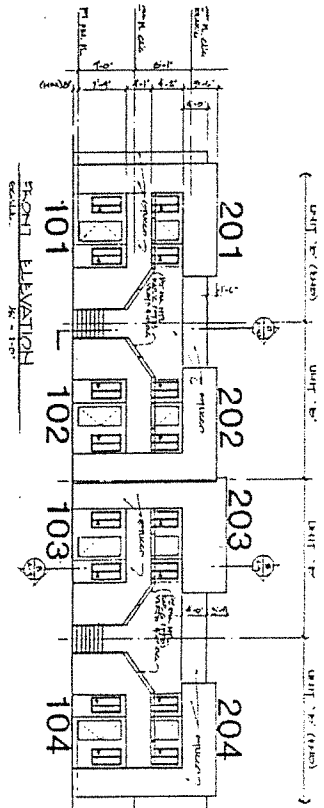
- 1. THE ELEVATIONS SHOWN IN THIS PLAN ARE BASED ON THE NATIONAL GRID SYSTEM.
- 2. ALL DIMENSIONS ARE IN FEET AND INCHES (F'-INCHES).
- 3. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 6. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 7. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 8. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 9. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.



SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
 EXHIBIT H-1
WILLIAMSBURG AT HERITAGE RIDGE
 PHASE III
 STUART,
 MARTIN COUNTY, FLORIDA

SHEET NO. 2 OF 2 SHEETS TRAILING NO. 231-C	WILLIAMSBURG AT HERITAGE RIDGE PHASE III BUILDING NUMBER 4		
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BUILDING 4



REV 074 20071

SHEET TITLE	
BUILDING	ELEVATION
DRAWING	PROJECT NO
A-5	24-240
	DATE
	7-29-64

PROJECT TITLE
WILLIAMSBURG
at Heritage Ridge
Martin County, Florida
SEABRIDGE BUILDERS

REVISIONS

CONSULTANT

DRN
CKD
SEAL

wessel	REGISTERED ARCHITECT
rosch	
erickson	
inc	
1001 US Highway 1	SAFETY 106
WINTER HAVEN, FLORIDA 33450	305-747-4850