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DECLARATION OF CONDOMINIUM

OF

RIVERWOOD VILLAGE, A CONDOMINIUM

THIS INSTRUMENT PREPARED
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DECLARATION OF CONDOMINIUM

OF

RIVERWOOD VILLAGE, A CONDOMINIUM

RIVERWOOD VILLAGE, LLC, a Florida Limited Liability Corporation, 501 North Grandview Avenue, Daytona Beach, Florida 32118, being the owner of fee simple record title to that certain land located and situate at 480 Reed Canal Road in the City of South Daytona, Volusia County, Florida, such land being more particularly described as Phase 1 in Exhibit A to this Declaration. **RIVERWOOD VILLAGE, LLC** does hereby submit said land and the improvements thereon to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter Condominium Act, and pursuant to the terms and provisions of this Declaration of Condominium, hereinafter Declaration.

1. **Name.** The name by which this Condominium is to be identified is **RIVERWOOD VILLAGE, A CONDOMINIUM.**

2. **Definitions.** The following words and terms used in this Declaration and in its exhibits, including but not limited to the Articles of Incorporation and By-Laws of Riverwood Village Condominium Association, Inc. shall be defined as follows, unless the context otherwise requires:

2.1 **Association.** Association means **RIVERWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit.**

2.1.1 **Phase Condominium.** This condominium is not a Phase Condominium described under Section 718.403 of the Florida Statutes.

2.2 **Building.** Building means the building which contains the Units and certain of the Common Elements.

2.3 **Common Elements.** Common Elements means the portions of the Condominium Property not included in the Units, including but not limited to the following:

(a) The Condominium Property which is not included with the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units or the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of the Building.

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(d) The property and installations required for furnishing of Utility Services or other services to more than one Unit or to the Common Elements, including the Surface Water or Storm Water Management System defined in Paragraph 2.11 below.

2.4 **Common Expenses.** Except for special assessments pursuant to Paragraph 9.2(d)(1) and Paragraph 9.2(e)(3)(ii) hereof, Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium including but not limited to the following:

(a) Expenses of administration and management of the Condominium Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the parts of the Units to be maintained by the Association.

(c) Costs and expenses of capital improvements and betterments and/or additions to the Common Elements.

(d) That portion of the expenses of administration and management of the Association attributable to the Condominium as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

(e) Expenses declared Common Expenses by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

2.5 **Condominium.** Condominium means that form of ownership of real property which is created pursuant to the provisions of the Condominium Act, and which is comprised of Units that may be owned by one or more persons and there is appurtenant to each Unit an undivided share in Common Elements.

2.6 **Condominium Unit.** Condominium Unit means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.7 **Condominium Property.** Condominium Property means the land, leaseholds and personal property that are subject to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.8 **Developer.** Developer means **RIVERWOOD VILLAGE, LLC, a Florida Limited Liability Corporation**, and any successor Developer as defined by Florida Statutes or by The Florida Administrative Code.

2.9 **Limited Common Elements.** Limited Common Elements means those

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Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units. Any reference made to Common Elements in the provisions of this Declaration or in the Articles of Incorporation or By-Laws of the Association is meant to include Limited Common Elements unless the latter is excepted or dealt with separately.

2.10 **Person.** Person means an individual, trust, estate partnership, association, company, corporation, joint venture or any legal entity or combination thereof.

2.11 **Surface Water or Storm Water Management System.** Surface Water or Storm Water Management System means a system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.12 **Unit.** Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.13 **Unit Owner.** Unit Owner means the record owner of a Condominium Unit and includes Developer so long as it shall own any Condominium Unit.

2.14 **Utility Services.** Utility Services shall include but not be limited to electric power, gas, water, heating and air conditioning, garbage and sewage disposal, storm drainage, telephone and cable T.V.

2.15 **Very Substantial Loss or Damage.** Very Substantial Loss or Damage means loss or damage whereby two-thirds or more of the total Unit space in the Building is rendered untenantable and/or loss or damage whereby two-thirds or more of casualty insurance coverage becomes payable.

3. **Phase Condominium.** This condominium will not be developed in phases.

3.1 The land which will become part of the condominium is described in Exhibit "A", Pages 1- 5.

3.2 Plot Plans attached hereto, show the approximate location of all proposed buildings and improvements that will be contained within the condominium.

3.3 The general size of the units in each phase shall consist of approximately 1,088 square feet.

3.4 Each unit's percentage of ownership in the common elements will be 1/60.

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3.5 The recreational areas and facilities which will be owned as common elements by all unit owners shall be the driveway and roadway areas described in the Site Plan, the swimming pool, the recreational building and the unpaved yard areas.

3.6 Timeshare estates will not be created with respect to units in any phase.

4. **Description, Boundaries and Related Items.**

4.1 **Survey, Graphic Description, Plot Plan and Certificate of Surveyor.** Section 718.104(4) of the Florida Statutes requires that the Declaration contain or provide for certain matters. Paragraph (e) of said Subsection (4) provides and requires "a survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof that, together with the declaration, are in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions. The survey, graphic description and plot plan may be in the form of exhibits consisting of building plans, floor plans, maps, surveys or sketches." Attached hereto and made a part hereof as Exhibit A to this Declaration is a survey of the land, a graphic description of the improvements in which units are located, a plot plan thereof, and the certificate of surveyor all as required and meeting the requirements of Paragraph (e).

4.2 **Changes to Boundaries and Unit Dimensions.** Developer reserves the right to change the boundaries between or among Units so long as Developer owns the Units so changed and provided such change is approved by a majority of total voting interests hereunder. No such change shall be made without amending this Declaration in the manner provided by law. The amendment for such purpose shall be signed and acknowledged by the Developer and the Association. A certificate of the Association shall be required in the form and manner provided for in Paragraph 13.5 below.

4.3 **Easements.** Each of the following easements is reserved and shall exist under, through and over the Condominium Property as applicable.

(a) **Utilities.** The Developer reserves the right to grant such easements as may be required for the furnishing of Utility Services or other services to service the Condominium Property and adjacent properties, as more fully set in the Covenants, Restrictions and Servitudes attached to the Declaration of Condominium.

(b) **Encroachments.** In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

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(c) **Developer.** Until such time as Developer or any Successor Developer as defined by Florida Statutes or by the Florida Administrative Code, has completed all of the contemplated improvements on the land and sold all of the Units contained within the Building, easements, including but not limited to ingress and egress, are hereby reserved to Developer and shall exist under, through and over the Condominium Property as may be required by Developer for the completion of the contemplated improvements and the sale of said Units. Neither the Unit Owners, nor the Association, nor the use of the Condominium Property shall in any way interfere with said completion of the contemplated improvements and sale of the Units.

(d) **Access and Repairs.** A non-exclusive easement for ingress and egress over the streets, walks, and other rights of way serving the Units as necessary to provide access to public rights of way. The association shall have the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements, or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

(e) **Licenses.** The association shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

(f) **Easement for Access and Drainage**. The association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(g) **Easement for Driving, Walking, Access, Ingress and Egress**. The Developer reserves to itself and its assigns the non-exclusive easement for driving, walking, ingress and egress along, across, over, under and upon the limited common areas in order to enable the Developer to market the Units. The Developer reserves the right to assign such rights to itself, and to such other assignees as Developer deems appropriate in its sole discretion.

4.4 **Improvements, General Description.**

(a) **Units.** There are sixty (60) residential units in eight (8) six unit buildings, and four (4) units in three buildings. The Unit numbers will begin with 1 and end with 60.

(b) **Other Improvements.** The Condominium Property contains

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other improvements which include landscaping, parking areas, walkways, driving areas and water retention areas. There is one swimming pool.

4.6 **Unit Boundaries.** The boundaries of each Unit are shown on Exhibit A and a narrative description of such boundaries is as follows:

(1) **Upper Boundary.** The upper boundary of each Unit shall be the horizontal plane of each part of the unfinished surface of the underside of the roof trusses located between the exterior and interior perimetrical boundaries, extending to intersections with each part of the exterior and interior perimetrical boundaries.

(2) **Lower Boundary.** The lower boundary of each Unit shall be the horizontal plane of each part of the unfinished concrete surface of the top side of the structural slab located between the exterior and interior perimetrical boundaries, extending to intersections with each part of the exterior and interior perimetrical boundaries.

(3) **Exterior Perimetrical Boundary.** The exterior perimetrical boundary of each Unit shall be the vertical plane of each part of the unfinished interior surface of the exterior walls, extending to an intersection with each part of each other and extending to an intersection with each part of the upper and lower boundaries.

(4) **Interior Perimetrical Boundary.** The interior perimetrical boundary of each Unit shall be the vertical or horizontal plane, as the case may be, of each part of the unfinished wallboard surface of certain walls and/or party walls, as shown on Exhibit A, extending to an intersection with each part of each other and extending to an intersection with each part of the upper and lower boundaries. Where parts of such walls do not exist to physically intersect with each part of each other and with each part of the lower boundary, as in the case of door openings, such boundary shall be an imaginary vertical plane located between each part of the physically existing interior perimetrical boundary which surrounds each part of any such opening.

4.7 **Common Elements.** The Common Elements shall include the portions of the Condominium Property not included in the Units, as defined in Paragraph 2.3 and as shown on Exhibit A.

4.8 **Limited Common Elements**.

(a) **Parking Spaces.** There are 121 parking spaces on the grounds. One parking space will be reserved for each Unit owner by assignment from the Developer which will be reflected on the ground floor plan included as part of the exhibits to the Declaration of Condominium at the time of recording of the Declaration. Use of such parking spaces shall be limited to the unit owner to whom it is thus assigned.

(b) **Patios.** There is one Patio adjacent to the rear door of each Unit.

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Use of each patio will be restricted to the unit owner adjacent to it.

5. **Appurtenances to Units.** Appurtenances to each Unit shall include but not be limited to the following, and all appurtenances shall pass with the title to each Unit, whether or not separately described.

5.1 **Common Elements.** Each Unit Owner shall own an undivided share in the Common Elements, which share shall be an appurtenance to each Unit. The undivided share in the Common Elements appurtenant to each unit is one sixtieth (1/60th).

6. **Maintenance, Repair and Replacement; Changes, Improvements and Additions; Surface Water or Storm Water Management System; Condominium Property.** Responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon changes, improvements and additions thereto shall be as follows:

6.1 **Maintenance, Repair and Replacement - Association.** The Association shall be responsible for the maintenance, repair and replacement of the Common Elements provided that any maintenance, repair or replacement to the exposed Common elements shall not result in a change to the appearance of the Building different from its appearance as originally constructed. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing lines, wiring and other equipment located within a Unit, but only if each of the preceding are utilized for the purpose of furnishing Utility Services to part or parts of the Building other than the Unit within which located or are utilized for the purpose of furnishing Utility Services to more than one Unit. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the Association shall decide the question and their decision shall be binding and conclusive upon all Unit Owners.

6.2 **Stormwater Management System**. The association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

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6.3 **Enforcement**. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

6.4 **Maintenance, Repair and Replacement - Unit Owners.** Each Unit Owner shall at his cost be responsible for the maintenance, repair and replacement of all parts of his Unit, including routine maintenance, minor repairs and minor replacements as provided in Paragraph 6.1, and including but not limited to maintenance, repair and replacement of all fixtures, mechanical and electrical equipment such as heating and air conditioning systems and any other item of equipment, furnishings and any other item contained within each Unit or which serve only such Unit, and including all windows and doors serving each unit, except as otherwise provided in Paragraph 6.1. Whenever maintenance, repair or replacement, for which a Unit Owner is responsible, results from loss or damage which is covered by insurance maintained by the Association, the proceeds of such insurance received by the Association shall be used for the purpose of any such maintenance, repair or replacement, except that the Unit Owner shall be required to pay such part of the cost of such maintenance, repair or replacement that, by reason of the applicability of any deductibility provision of such insurance, exceeds the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

6.5 **Changes, Improvements and Additions, Association.** After completion by Developer of the improvements to the Condominium Property and except as otherwise provided below, the Association shall have the right to make or cause to be made changes, improvements or additions to the Common Elements provided any such changes, improvements or additions are approved by the Board of Directors of the Association. The cost of any such changes, improvements or additions shall be a Common Expense.

This paragraph shall, however, have no application to the rights vested in Developer pursuant to the provisions of Paragraphs 4.2 and 4.3 hereof.

6.6 **Changes, Improvements and Additions, Unit Owners.** Except as otherwise provided herein, a Unit Owner may at his cost make such changes, improvements or additions to his Unit as he may desire, except that a Unit Owner shall not make any changes, improvements or additions to the exterior exposed to the elements parts of his Unit which the Association is required to maintain, repair or replace pursuant to the provisions of Paragraph 6.1. A Unit Owner may enclose his patio with screens but not with glass or other impervious materials. The design and construction of all such enclosures must be approved by the Association prior to their construction.

7. **Assessments.** The Board of Directors of the Association shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the Common Expenses and shall assess the Unit Owners for said sums. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not

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limited to work within retention areas, drainage structures and drainage easements. The procedure for the making and collection of such assessments shall be set forth in the By-Laws of the Association. All assessments, including special assessments pursuant to Paragraphs 9.2(d)(1) and 9.2(e)(3)(ii) hereof, shall be the personal obligation of each Unit Owner, and each Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner, including interest thereon, as hereinafter provided, and all costs incident to the collection thereof including attorney's fees at trial or on appeal. In a voluntary conveyance (other than a deed in lieu of foreclosure), the grantee shall be jointly and severally liable with the grantor for his share of all assessments up to the time of conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

7.1 **Interest, Application of Payments.** All assessments, including special assessments pursuant to Paragraphs 9.2(d)(1) and 9.2(e)(3)(ii) hereof, and installments thereon not paid when due shall bear interest at the rate of 18 percent per annum from the date when due until paid. All payments on account shall be first applied to interest, and then to the assessment payment first due. In addition, the Association may charge an administrative fee in addition to such interest, in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late.

7.2 **Lien for Assessments.** The Association shall have a lien against each Condominium Parcel, as defined in Section 718.103(12) of the Florida Statutes, for any unpaid assessments, including special assessments pursuant to Paragraph 9.2(d)(1) and 9.2(e)(3)(ii) hereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective and shall relate back to the recording of the original Declaration of Condominium or in the case of a phase condominium such as this one, from the last to occur of the recording of the original declaration or amendment thereto creating the parcel. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Volusia County, Florida. All such liens shall state the legal description of the condominium unit, the name of the unit owner, the name and address of the Association, the amount due and the due dates. No lien shall continue for longer than one year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claim of lien shall be signed and acknowledged by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Condominium Unit subject to assessments, provided that such mortgage or mortgages are recorded prior to the Association's claim of lien. The Association's lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, and the Association may also, at its option, sue to recover money judgments for any unpaid assessments without thereby waiving the lien securing the same. When the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer

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of title and his successors and assigns shall be liable for the unpaid assessments that become due prior to mortgagees receipt of the deed. However, if the first mortgagee is joined as a defendant in the foreclosure action, the mortgagee's liability is limited to the lesser of: (1) the Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or one percent (1%) of the original mortgage debt. The unpaid share of Common Expenses or any special assessments are collectible from all of the Unit Owners including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such Condominium Unit, whether or not such Condominium Unit is unoccupied, be excused from the payment of some or all of the Common Expenses or any special assessments coming due during the period of such ownership.

7.3 **Commencement of Assessments.** Assessments for Common Expenses shall commence on the recording of the Declaration of Condominium or amendment and shall be made against Units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

7.4 **Working Capital Fund.** Each purchaser of a Condominium Unit from the Developer shall pay a sum equal to two (2) months Association assessments payable at the time of closing of the Condominium Unit, which amount shall be contributed to an initial working capital fund of the Association. Such amounts may be utilized for the purchase of office furniture and other furniture, building and grounds equipment and other equipment, lawn mowers, office supplies and utility deposits, and exercise equipment, except that no funds, including capital contributions or start up funds shall be used for payment of common expenses prior to the expiration of the period during which the Developer is excused from payment of assessments pursuant to Paragraph 7.5 below.

7.5 **Developer Exemption from Assessments.** The Developer shall be excused from the payment of assessments against unsold Units until the first day of the fourth calendar month following the month in which the first closing occurs of the sale of a Riverwood Village Condominium Unit. However, the Developer must pay common expenses incurred during such period which exceed regular periodic assessments against the other Unit Owners.

8. **Association.** The operation of the Condominium shall be by Riverwood Village Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida. Each Unit Owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets of the Association shall be in the same proportion as the liability of each Unit Owner for Common Expenses. The Association shall fulfill its functions pursuant to the following:

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8.1 **The Condominium Act.** The Condominium Act.

8.2 **Declaration of Condominium.** This Declaration of Condominium.

8.3 **Articles of Incorporation.** The Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B.

8.4 **By-Laws.** The Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C.

8.5 **Restraint Upon Assignment of Shares and Assets.** The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

8.6 **Contracts.** The Association, prior to passage of control, as described in the By-Laws shall not be bound by and shall not enter into contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause which is exercisable without penalty at any time after transfer of control upon not more than ninety (90) days notice to the other party.

9. **Insurance.**

9.1 **Liability Insurance.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all the Condominium Property, and insuring the Association, the Unit Owners, as its and their interests appear, in such amount and providing such coverage as the Board of Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be a Common Expense.

9.2 **Casualty Insurance.**

(a) **Purchase of Insurance.** The Association shall obtain fire and extended coverage insurance with other perils endorsement and vandalism and malicious mischief insurance, insuring all of the improvements on the Condominium Property, and all property owned by the Association, in and for the interests of the Association, all Unit Owners and their first mortgagees of record, as their interests may appear, in a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. Any hazard policy shall insure the "Building" which definition shall include but not necessarily be limited to fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units, or replacements thereof of like kind and quality in accordance with the original plans and specifications. The Unit Owners shall be considered additional insured under such policies. The premiums for such coverage and other expenses in

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connection with said insurance shall be paid by the Association and such premiums and other expenses shall be a Common Expense.

(b) **Loss Payable Provisions.** All policies purchased by the Association, shall be for the benefit of and made payable to the Association and all Unit Owners, and their first mortgagees of record, as their interests may appear. Such policies shall be deposited with the Association, and the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. Mortgagee endorsements for first mortgages of record shall be issued as to said policies. It shall be the duty of the Association to receive such proceeds as are paid, and hold the same in trust for the purposes elsewhere stated herein, for the benefit of the Association and the Unit Owners and their respective first mortgagees of record in the following shares:

(1) **Common Elements.** Proceeds on account of loss or damage to Common Elements, an undivided share for each Unit Owner, such share being the same as his undivided share in the Common Elements appurtenant to his Unit.

(2) **Units.** Proceeds on account of loss or damage to Units shall be in the following undivided shares:

(i) **Loss or Damage Less than Very Substantial Loss or Damage, or Very Substantial Loss or Damage when the Building is to be Repaired or Reconstructed.** Loss or damage less than Very Substantial Loss or Damage, or Very Substantial Loss or Damage when the Building is to be repaired or reconstructed, as hereinafter provided, for the Unit Owners or the damaged Units in proportion to the cost of repairing or reconstructing the loss or damages suffered by each Unit Owner.

(ii) **Very Substantial Loss or Damage when Building is not to be Repaired or Reconstructed.** Very Substantial Loss or Damage when the Building is not to be repaired or reconstructed, as hereinafter provided, for all Unit Owners, each Unit Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

(3) **Mortgages.** In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the first mortgagee of record and the Unit Owner, as their interests may appear, provided, however, that no first mortgagee of record or any other mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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(c) **Distribution of Proceeds.** Insurance Policy proceeds received by the Association shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed in the following manner:

(1) **Reconstruction or Repair.** If the loss or damage for which the proceeds were paid is to be repaired or reconstructed, as hereinafter provided, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit Owners and their first mortgagees of record being payable jointly to them and distributed, as between them, pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee.

(2) **Failure to Reconstruct or Repair.** If it is determined in the manner hereinafter provided that the loss or damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be disbursed to the beneficial owners, remittances to Unit Owners and their first mortgagees of record being payable jointly to them and, as between them, distributed pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to repair or replace such personal property, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(3) **Certificate.** Prior to making any distribution to Unit Owners and their first mortgagees, the Association shall prepare or cause to be prepared a certificate with the names of the Unit Owners and their first mortgagees of record, such certificate to be approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida, prior to any distributions being made.

(d) **Loss of Damage Less than Very Substantial Loss or Damage.** Where loss or damage occurs with a Unit or Units, or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss or damage is less than Very Substantial Loss or Damage, it shall be obligatory upon the Association and the Unit Owners to repair or reconstruct the damage caused by said loss. Where such loss or damage is less than Very Substantial Loss or Damage, the Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the costs of repairing or reconstructing, and after obtaining the same the Association shall promptly contract for the repair or reconstruction of such loss or damage. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in Paragraph 9.2(c)(1) hereof.

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(1) **Assessments for Repair and Reconstruction.** If the proceeds of insurance are not sufficient to defray the estimated cost of repair or reconstruction, or if at any time during repair or reconstruction, or upon completion of repair or reconstruction, the funds for payment of the cost of repair or reconstruction are insufficient, a special assessment shall be made by the Board of Directors of the Association in sufficient amount to provide funds for the payment of such costs. Such assessment shall be in proportion to each Unit Owner's share of Common Elements.

(e) **Very Substantial Loss or Damage.** Should Very Substantial Loss or Damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair or reconstruction.

(2) The Board of Directors of the Association shall ascertain as promptly as possible the net amount of insurance proceeds available for repair or reconstruction. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in Paragraph 9.2(c)(1) hereof and except as provided in Paragraph 9.2(c)(2) hereof.

(3) Thereupon, a special meeting of members shall be called by the Board of Directors of the Association to be held not later than sixty days after the casualty, to effect the termination of the Condominium, subject to the following:

(i) If the net insurance proceeds available for repair or reconstruction are sufficient to cover the cost thereof, so that no special assessment is required, then the Building shall be repaired or reconstructed, unless sixty percent of the total number of members of the Association entitled to vote, vote to terminate this Condominium in which case the Condominium Property shall be removed from the provisions of the law by the recording, in the Public Records of Volusia County, Florida, of an instrument terminating this Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its president and secretary. Termination of the condominium must be approved by all mortgagees of record as evidenced by written consents recorded in the public records of Volusia County, Florida. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Volusia County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in common shall be the same as their undivided interest in the Common Elements prior to termination. Upon termination, all mortgages and other liens upon Condominium Units shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

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(ii) If the net insurance proceeds available for repair or reconstruction are not sufficient to cover the cost thereof, so that a special assessment will be required, the Board of Directors shall determine the amount of such assessment. If after discussion of such assessment, sixty percent of the total number of members of the Association entitled to vote shall vote to terminate this Condominium, then it shall be so terminated and the Condominium Property shall be removed from the provisions of the law in accordance with the procedures set forth in Paragraph 9.2(e)(3)(i) hereof, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property in such undivided interest, and all mortgages and other liens upon the Condominium Units shall encumber the undivided interest of such tenants in common, as provided in Paragraph 9.2(e)(3)(i) hereof. If the Condominium is not terminated as above provided, the Board of Directors of the Association shall immediately levy such assessment, such assessment to be made in the manner and as provided in Paragraph 9.2(d)(1) hereof, and thereupon, the Association shall proceed to negotiate and contract for such repairs or reconstruction.

(4) If a dispute should occur as to whether Very Substantial Loss or Damage has occurred, the Board of Directors of the Association shall decide the question and their decision shall be binding and conclusive upon all Unit Owners.

(f) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of repair or reconstruction shall be from the insurance proceeds, and if there is a balance in the funds after the payment of all costs of repair or reconstruction, such balance shall be distributed to the beneficial owners of the fund in the manner heretofore provided.

(g) **Plans and Specifications.** Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original Building, or as the Building was last repaired or reconstructed.

(h) **Association's Power to Compromise Claim.** The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of claims.

9.3 **Workmen's Compensation Policy.** Policies of workmen's compensation insurance shall be obtained to meet the requirements of law.

9.4 **Other Insurance.** The Association is authorized to obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Board of Directors of the Association may obtain insurance policies, as provided under this Paragraph 9, which contain such deductible clauses as the Board of Directors determines.

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9.5 **Unit Owner's Insurance.** Each Unit Owner shall be responsible for purchasing, at his own expense, liability insurance upon his own personal property and such other insurance as he shall desire.

9.6 **Insurance Companies.** Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies, and the Board of Directors of the Association shall not be responsible for the quality of financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

10. **Use Restrictions.** The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists.

10.1 **Units.** Each of the Units shall be occupied only as a single family residential dwelling by the Unit Owner, members of his family, his guests, invitees, and lessees, and in the case of lessees, their families, guests and invitees. So long as Developer owns a Unit, it or its agents may utilize a Unit or Units for a sales office, a model Unit or any other usage for the purpose of selling Units.

10.2 **Common Elements and Limited Common Elements.** The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities to the Units and the Unit Owners.

10.3 **Nuisances.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

10.4 **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it, and all valid laws, zoning ordinances and regulations of the governmental bodies having jurisdiction shall be observed.

10.5 **Leasing of Units.** Each unit owner may lease his unit upon such terms and conditions as he may desire, except that no unit may be leased for less than 6 consecutive months, and provided that the lease of a unit shall not discharge the unit owner from compliance with any of his obligations and duties as a unit owner. All of the terms and provisions of the Condominium Act, the Declaration, Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner.

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10.6 **Signs.** No "For Sale" or "For Rent" signs or any other type of sign or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements or the Units, except for identification signs located on the exterior of the Buildings which are part of the original construction of the Buildings or signs which are located within the interior of the Buildings not visible to view from the exterior of the Building and except that the right is specifically reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Units it may from time to time own.

10.7 **Parking Areas.** No trucks other than pick-up trucks with a capacity of less than or equal to one-half (1/2) ton, commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers or trailers of any description shall be parked in any parking area or street or road, except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and such other services as may be necessary. The unassigned parking areas shall be considered common elements available to all owners.

10.8 **Rules and Regulations.** Rules and Regulations concerning use of the Condominium Property shall be made by and may be amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Building upon request.

10.9 **Clothes Drying.** All outdoor drying of clothes by line, rack, balcony wall, railing or otherwise shall be prohibited.

10.10 **Antennae and Satellite Dishes.** Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit shall be permitted without any requirement for approval from the Board of Directors.

Satellite dishes, aerials and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996), except as follows: any antennae which serves only an individual unit may be located on the roof area, outside of the roof top garden, as long as its location is not visible from the street, and as long as it is in conformance with Association rules and regulations regarding the size and location of such antennae. The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on the Common Elements.

Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, antenna or aerial or any similar structure on the Common Elements, provided that such satellite dish, aerial or

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antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Condominium or for security purposes.

10.11 **Cooking.** To the extent not otherwise prohibited or restricted by City or County Ordinance or other governmental regulation or restriction, cooking shall be allowed on the limited common elements, but no such grills shall be allowed to remain on the limited common elements overnight.

10.12 **Children.** There are no restrictions upon the residence of children.

10.13 **Pets.** Owners, guests or lessees are not permitted to have pets larger than lap pets (small enough to be held in the Owner's lap, and weighing less than 25 pounds) on Condominium Property or in a Unit, and are limited to two pets per Unit. Pets, when not in a Unit must be on leash and may be exercised on Condominium Property in designated areas only. Owners, guests or lessees are liable for any damage to Condominium Property by action of such pet. Pet "accidents" occurring on any common area going to or coming from designated areas must be immediately cleaned up by the Owner of such pet.

10.14 **Developer's Use.** Until such time as Developer or its successors has completed all the contemplated improvements of the Condominium and closed the sale of all the Condominium Units, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Condominium Units. Developer or its successors and assigns may make such use of any unsold Units, and the Common Elements as may facilitate such completion and sale including but not limited to maintenance of a sales office, showing of the Units, and the display of signs.

11. **Transfers of Condominium Units.** There are none nor shall there be any restrictions or limitations upon the sale, transfer, conveyance, mortgaging, or other disposition of a Condominium Unit.

12. **Compliance and Default.** Each Unit Owner shall be governed by and shall comply with the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto, as they all may be amended from time to time. Failure of a Unit Owner to comply shall entitle the Association or any aggrieved party to the remedies provided by the Condominium Act.

12.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or neglect, or the act or neglect of any member of his family, his guests, employees, agents, invitees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

12.2 **No Waiver of Rights.** The failure of the Developer, the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this

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Declaration, the Articles of Incorporation and Bylaws of the Association, or the rules and regulations of the Association shall not constitute a waiver of the right to do so thereafter.

13. **Amendments.** Except as otherwise provided in Paragraphs 4.1, 4.2 and 4.3, and except as otherwise provided in Paragraph 13.4, amendments to this Declaration shall be proposed and adopted in the following manner.

13.1 **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.

13.2 **Resolution.** A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association entitled to vote at an Association meeting. Such members may propose such an amendment by instrument in writing directed to the president or secretary of the Association signed by a majority of such members. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regular or special meeting thereof. Upon an amendment being proposed as herein provided, the secretary of the Association shall call a special meeting of the members of the Association to be held not sooner than twenty days nor later than sixty days thereafter for the purpose of considering said amendment. Such amendment must be approved by the affirmative vote of seventy-five percent (75%) of the total number of Association members entitled to vote.

13.3 **Limitations.** No amendment to this Declaration amending Paragraph 9, entitled "Insurance", or any part thereof, including sub-paragraphs, shall be effective unless seventy-five percent (75%) of the Unit Owners of record shall join in the execution of any such amendment, nor shall any amendment to Paragraph 10.5, entitled Leasing of Units, or any part hereof, be effective unless Unit Owners of seventy-five percent (75%) of all Condominium Units join in the execution of any such amendment. Further, no amendment shall make any changes which would in any way affect any of the rights, privileges, or powers herein provided in favor or reserved to the Developer, unless the Developer shall join in the execution of any such amendment. Further, no amendment to Paragraph 14, entitled "Termination", or any part thereof, including sub-paragraphs, shall be effective unless the Unit Owners of seventy-five percent (75%) of all Condominium Units and the owners of all first mortgages of record on such Condominium Units join in the execution of any such amendment. Further, no amendment to Paragraph 6, entitled "Maintenance, Repair and Replacement; Changes, Improvements and Additions; Condominium Property", or any part thereof, including sub-paragraphs, shall be effective unless the Unit Owners of seventy-five percent (75%) of all Condominium Units join in the execution of any such amendment.

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13.4 **Amendments Prior to Transfer of Control of Association.** Notwithstanding the provisions of Paragraphs 13.2 and 13.3 hereof, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation and By-Laws of the Association, proposal of an amendment other than an amendment described in Section 718.110(4) and (8) Florida Statutes shall be made by the Board of Directors. Approval thereof shall require only the affirmative vote of all of the Directors at any regular or special meeting thereof. Amendments relating to matters described under Florida Statutes 718.110(4) must be joined in execution by the record owner of any unit so affected and all record owners of liens on such unit. Additionally, the record owners of all other units must approve the amendment. No amendment may permit time share estates to be created unless the record owner and all lien holders on each unit join in the execution of such amendment as required under Florida Statutes 718.110(8).

13.5 **Execution and Recording.** Except as otherwise provided in this Declaration or in the Condominium Act, a copy of each amendment shall be executed by the president of the Association and attested to by the secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Volusia County, Florida.

13.6 **St. Johns River Water Management District.** Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

14. **Termination.** The Condominium may be terminated as provided in Paragraphs 9.2(e)(3)(i) and 9.2(e)(3)(ii) hereof, and in the following manner:

14.1 **Agreement.** The Condominium may be terminated at any time by the approval in writing of all Unit Owners together with the approval in writing of all owners of first mortgages of record on Condominium Units. When the Board of Directors of the Association intends to terminate the Condominium or dissolve or merge the Association, the Board shall so notify the Division before taking any action to terminate or merge the Condominium or the Association. Upon approval as aforesaid, the Condominium Property shall be removed from the provisions of law by the recording, in the Public Records of Volusia County, Florida, of an instrument terminating this Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its president and secretary. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association, within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the County in which it was recorded, and the book and page number where it was recorded, and shall provide the Division with a copy of the recorded termination notice certified by the Clerk. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Volusia County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in

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common shall be the same as their undivided interests in the Common Elements prior to termination. Upon termination, all mortgages and other liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

15. **Severability.** Invalidation of any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association shall not affect any of the remaining provisions, which shall remain in full force and effect.

16. **Title and Captions.** Title or other captions contained in this Declaration, the Articles of Incorporation or By-Laws of the Association are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of this Declaration, the Articles of Incorporation or the By-Laws of the Association, or the intent of any provision.

17. **Person and Gender.** Whenever the singular number is used in this Declaration, the Articles of Incorporation or the By-Laws of the Association, and when required by the context, the same shall include the plural, and masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 26 day of January, 2006.

WITNESSES:

Printed Name: G Larry Sims

Printed Name: Donald M Birch Jr

RIVERWOOD VILLAGE, LLC,
a Florida limited liability Company

BY: _____
Craig A. Wells, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of January, 2006, by **Craig A. Wells**, who is personally known to me and who is the Manager of **RIVERWOOD VILLAGE, LLC, a Florida Limited Liability Corporation.**

Notary Public
My Commission Expires:

G. Larry Sims
Commission # DD373396
Expires February 11, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

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JOINDER OF MORTGAGEE

CypressCoquina Bank, a Florida banking corporation holder of that certain mortgage dated **January 18, 2006**, and recorded in Official Records Book 5751, Page 1938, Public Records of Volusia County, Florida, encumbering the real property described in Exhibit "A" attached to the Declaration of Condominium of **RIVERWOOD VILLAGE, A CONDOMINIUM**, does hereby evidence its consent and joinder to the **Declaration of Condominium of Riverwood Village, a Condominium** to which this Joinder is attached, and by its execution hereof does this day join in and consent to the said **Declaration of Condominium of Riverwood Village, a Condominium**.

WITNESSES:

Robin Durham
(Printed Name of Witness)

Melissa Micallef
(Printed Name of Witness)

CypressCoquina Bank

BY: _____

ATTEST: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Richard S. Wells and Mark O. Blumford, to me well known to be the SVP and EVP, respectively, of **CypressCoquina Bank,** who executed the foregoing Joinder of Mortgagee, and who (a) ✓ are personally known to me; or (b) ___ provided the following form of identification: _____, and they acknowledged before me that they subscribed to the same on behalf of the said Bank and for the purposes therein expressed and did/did not take an oath.

WITNESS my hand and official seal in the County and State named above this 24th day of January, 2006.

Notary Public
My Commission Expires:

ROBIN DURHAM
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD197816
EXPIRES 04/25/2007
BONDED THRU 1-888-NOTARY1

THIS INSTRUMENT PREPARED
BY: G. LARRY SIMS, ESQ.
POST OFFICE DRAWER 265669
DAYTONA BEACH, FLORIDA 32126-5669

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EXHIBIT A

LEGAL DESCRIPTION:

Part of Lot A, **Lufberry's Subdivision**, as recorded in Map Book 2, Page 149, of the Public Records of Volusia County, Florida, more particularly described as follows:

From the Southwest corner of Lot B, said Lufberry's Subdivision, run N 00° 28' 39" E along the East line of Lot A, said Lufberry's Subdivision, a distance of 168.00 feet to the North right-of-way line of Reed Canal Road and the Point of Beginning, Thence continue N 00° 28' 39" E along the East line of said Lot A, a distance of 377.06 feet, Thence departing the East line of said Lot A, run N 89° 49' 56" W parallel with the South line of said Lot A, a distance of 768.06 feet to the Easterly right-of-way line of Carmen Drive, a 50 foot wide right-of-way, Thence S 21° 32' 45" E along the Easterly right-of-way line of said Carmen Drive a distance of 405.86 feet to the Northerly right-of-way line of aforementioned Reed Canal Road, Thence run S 89° 49' 56" E along said Northerly right-of-way line of Reed Canal Road a distance of 615.86 feet to the Point of Beginning.

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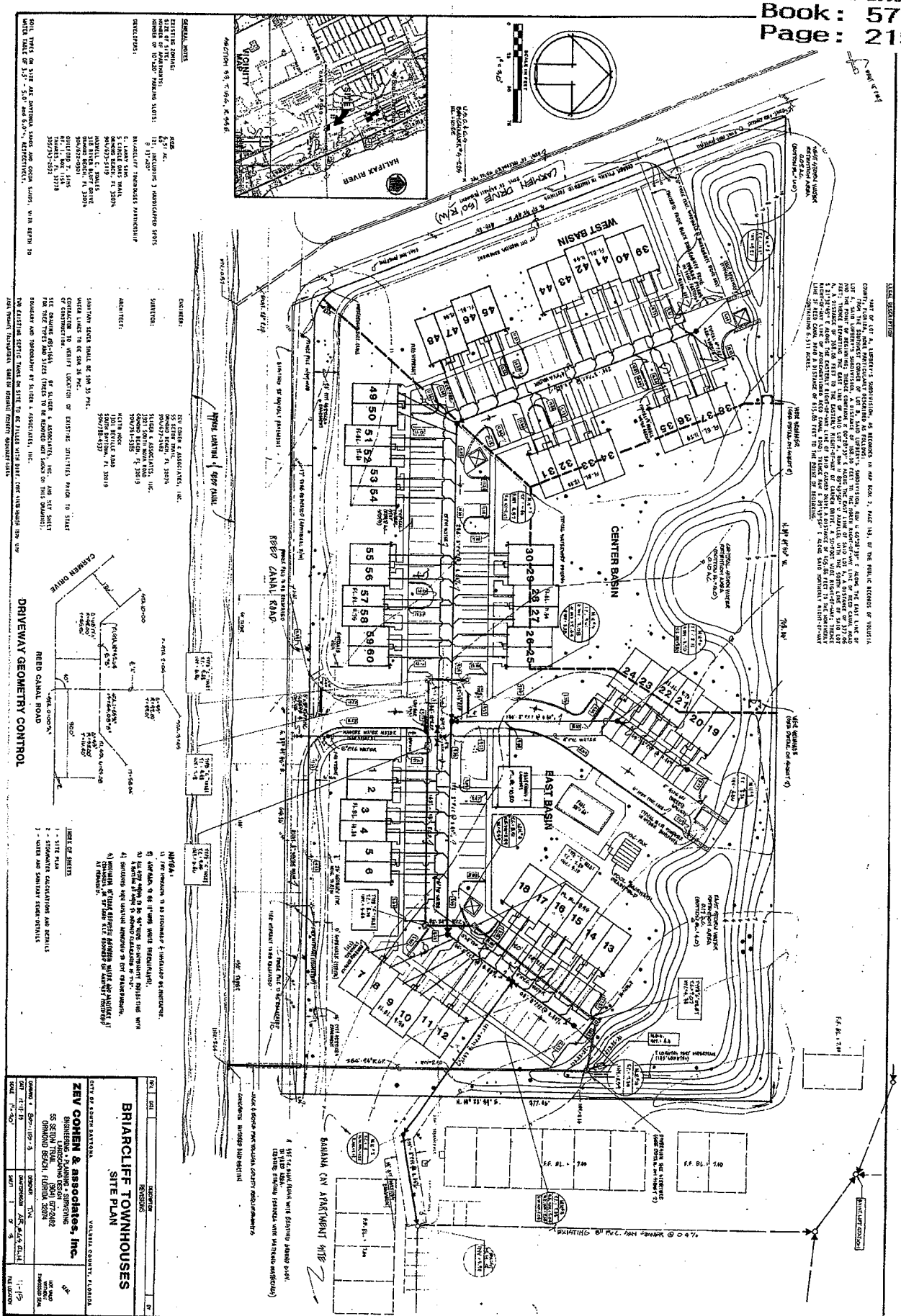

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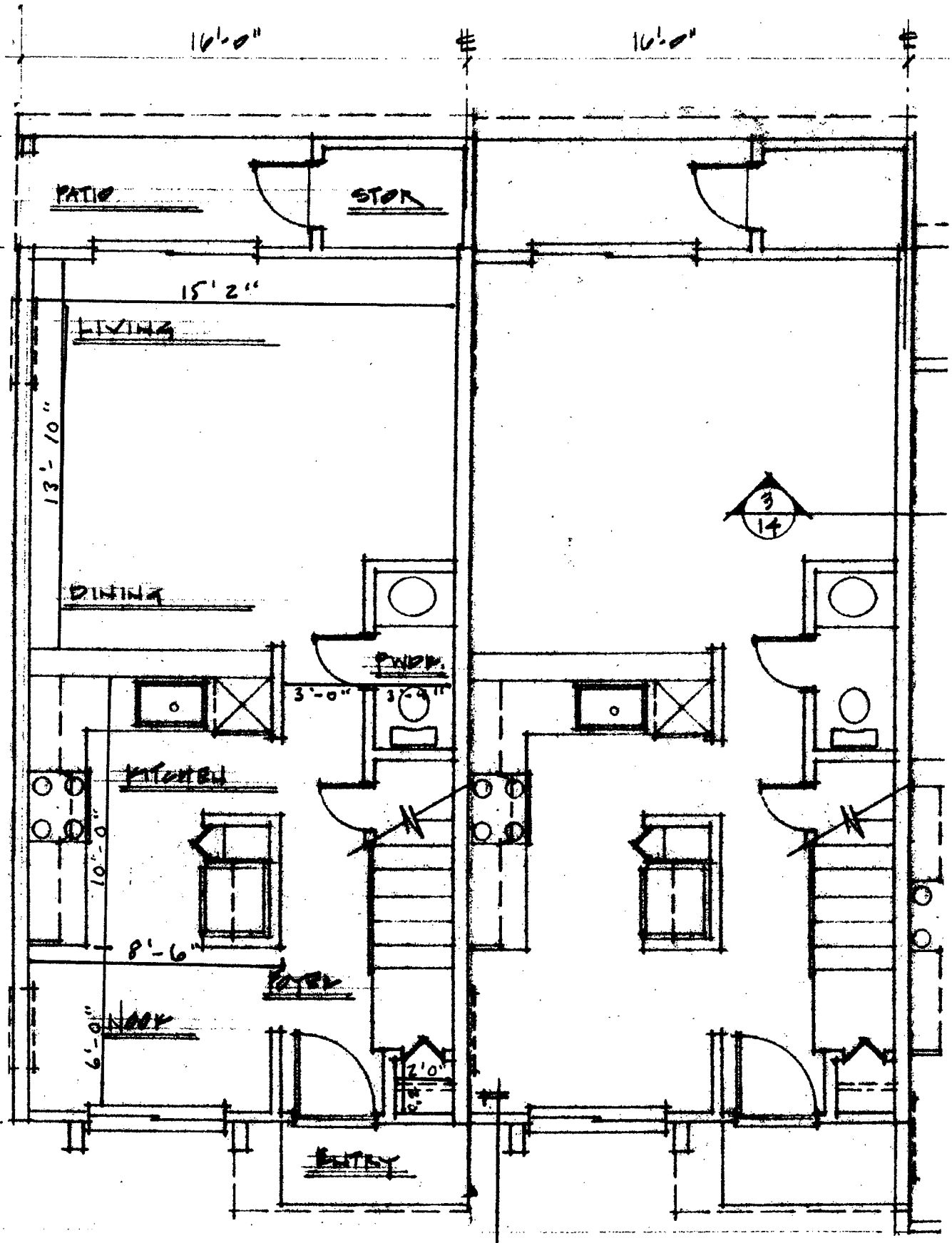

Ex. A Page 3 First Floor

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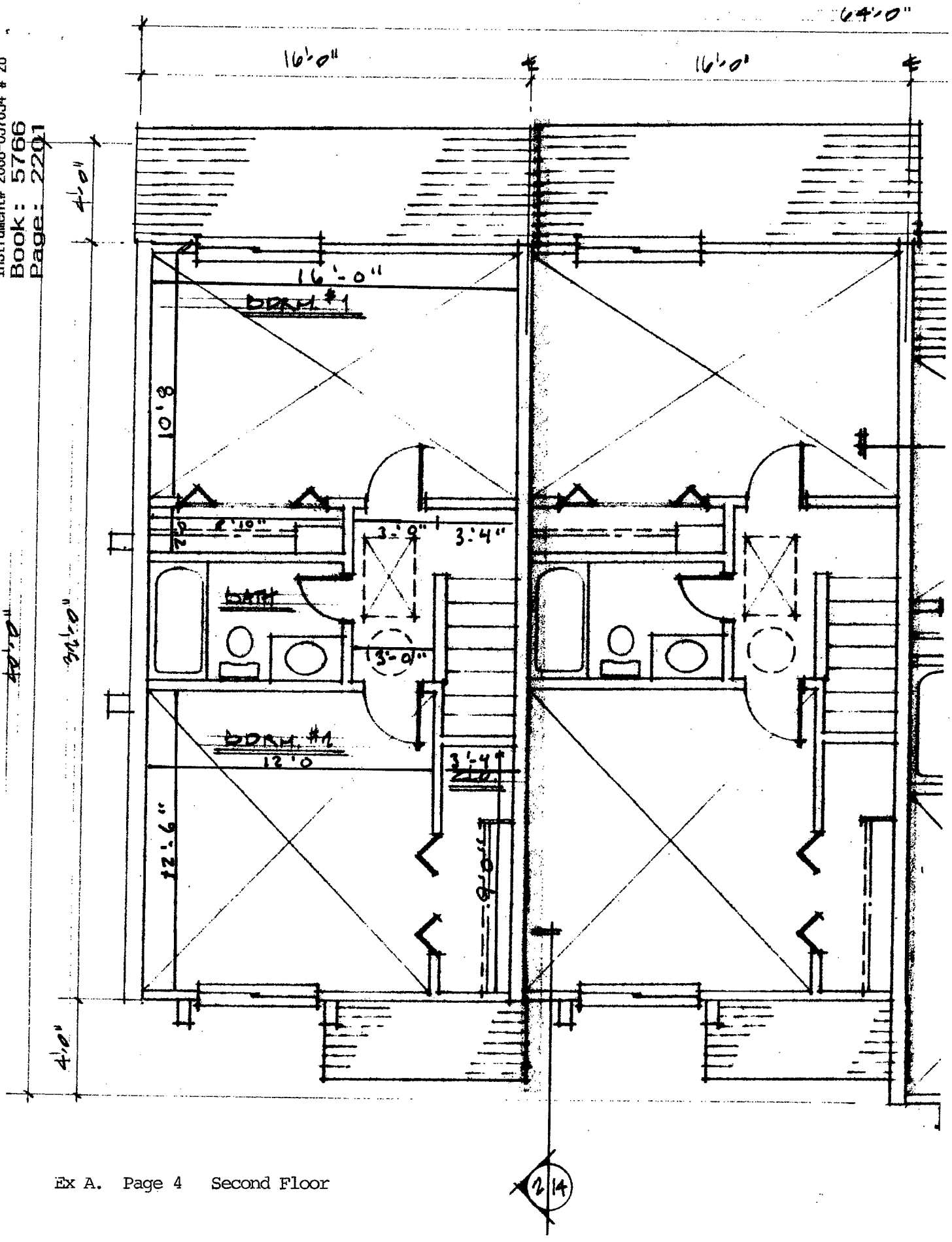

Ex A. Page 4 Second Floor

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