

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

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HIDDEN GROVE CONDOMINIUM

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HIDDEN GROVE CONDOMINIUM

PHASE I

SUMMARY

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. THE CONDOMINIUM UNITS ARE CREATED AND ARE BEING SOLD AS FEE SIMPLE INTERESTS.
5. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
6. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.
7. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.
8. THIS IS A PHASE CONDOMINIUM, ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

By

3H DEVELOPMENT CORPORATION
8302 Purcell Drive
Orlando, Florida

THIS PROSPECTUS (OFFERING CIRCULAR)
SETS FORTH THE FOLLOWING INFORMATION

1. The project is HIDDEN GROVE CONDOMINIUM, PHASE I, located on 5.68 acres of land at 345 Butler Avenue, Merritt Island, Florida. The legal description is set out more completely in Exhibit A of the Declaration of Condominium of HIDDEN GROVE CONDOMINIUM, PHASE I. HIDDEN GROVE CONDOMINIUM, PHASE I, is the first phase of a phased condominium consisting of two possible phases under one condominium association. HIDDEN GROVE CONDOMINIUM will consist of a total of sixty-eight (68) Units in eight buildings. Three four-unit buildings (Buildings 2, 4 and 5), one eight-unit building (Building 1), and four twelve-unit buildings (Buildings 3, 6, 7 and 8). The maximum number of buildings that may be contained in the Condominium is 8. Each building will contain at least 4 units and no building will contain more than 12 units. Each unit will contain at least two and not more than three bathrooms, and at least two and not more than three bedrooms. PHASE I consists of Buildings 1, 2, 3 and 8, for a total of thirty-six (36) units. PHASE II will consist of Buildings 4, 5, 6 and 7, for a total of thirty-two (32) units. The units in each building will be numbered from west to east with downstairs units numbered first, followed by upstairs units. All units will be one-story, either first floor or second floor. Three bedroom units will have a loft. In Building 1, units 1A, 1B, 1C and 1D will be two-bedroom, two-bath, 1E and 1F will be two-bedroom, two-bath with volume ceilings and 1G and 1H will be three-bedroom, three-bath with a loft. In Building 2, units 2A and 2B will be two-bedroom, two-bath, and 2C and 2D will be three-bedroom, three-bath with a loft. In Building 3, units 3A, 3B, 3C, 3D, 3E and 3F will be two-bedroom, two-bath, units 3G and 3L will be three-bedroom, three-bath with a loft and units 3H and 3K will be two-bedroom, two-bath with a loft and units 3I and 3J will be two-bedroom, two-bath with a dormer loft. In Building 8, units 8A, 8B, 8C, 8D, 8E and 8F will be two-bedroom, two-bath, units 8G and 8L will be three-bedroom, three-bath with a loft, units 8H and 8K will be two-bedroom, two-bath with a volume ceiling, and units 8I and 8J will be two-bedroom, two-bath with a loft.

2. A survey and plan are set out as Exhibits A and B, respectively, in the Declaration of Condominium of HIDDEN GROVE CONDOMINIUM, PHASE I.

3. The date of completion of constructing, furnishing, and equipping HIDDEN GROVE CONDOMINIUM, PHASE I, is indefinite, but is estimated to be no later than June 1, 1985.

4. Only the unit owners of the thirty-six (36) condominium units in HIDDEN GROVE CONDOMINIUM, PHASE I, and the owners of the thirty-two (32) condominium units in HIDDEN GROVE, PHASE II, will use the facilities of HIDDEN GROVE CONDOMINIUM, PHASE I.

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

6. The following recreational and other commonly used facilities will be used only by the unit owners of HIDDEN GROVE CONDOMINIUM, PHASE I, and HIDDEN GROVE CONDOMINIUM, PHASE II:

a. A 1736 square foot club house located in the northeast corner of the condominium, to be used as a general social and recreational area, with a capacity of sixty (60) people for general meeting purposes.

b. A swimming pool located immediately south of the clubhouse, 50 x 20 x 5 and 14 x 28 x 8, with a surrounding

deck six (6) feet in width, with an approximate capacity of twenty-eight (28) people (pool) and sixty-seven (67) people (deck area). The pool will not be heated, and contains a whirlpool bath.

c. A hard surface tennis court 60' by 120', east of the swimming pool.

d. A sand-surfaced volleyball court south of the swimming pool.

e. A 10' diameter, hexagonal gazebo west of the swimming pool and a barbecue pit.

f. A satellite T.V. dish to be located in the northeast corner of the condominium property to provide cable television service to the unit owners.

g. Personal property and furnishings for the above-described facilities as follows:

- (i) Exercise equipment for the clubhouse
- (ii) General furniture (chairs and tables) for the clubhouse
- (iii) Lounge chairs and tables around the swimming pool

h. It is estimated that the above-described facilities will be available for use by the unit owners on or prior to the estimated date of completion of Phase I, except for the tennis courts, which may not be available for use by the unit owners until the estimated date of completion of Phase II, if Phase II is added to the condominium, or not at all, if Phase II is not added to the condominium.

i. Although no specific additional facilities are presently contemplated, the developer may after the establishment of the condominium, increase or add to the recreational facilities with the consent of the unit owners.

7. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE. The developer's "plan" does not include a program of leasing units rather than selling them, or leasing units and selling them subject to such leases. However, the developer reserves the right to lease units in the condominium and to continue to lease units, and to sell units subject to existing leases.

8. The Association will be responsible for its own management and for the maintenance and operation of the condominium property.

9. BECAUSE THIS PROJECT IS BEING DEVELOPED IN PHASES, THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. A description of the Developer's right to control is set forth on pages 25-27 of the Declaration of Condominium.

10. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. A description of the restrictions is set forth on pages 11-13 of the Declaration of Condominium.

11. (a) THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. The phasing is described on pages 3-4 of the Declaration of Condominium. This condominium is the first phase of a proposed two phase condominium project.

(b) The first phase will contain 36 units. The second phase is planned to contain 32 units, but may contain as few as 26 units. There is no assurance that Phase II will ever be built, or if built, that Phase II will contain the number of units originally planned, or become a part of the condominium. All units in each phase will range in size from 1,454 square feet to 1,948 square feet. Each unit owner of Phase I and Phase II will own a percentage of the common elements equal to the total number of units in Phase I and Phase II divided unto 1.

(c) Residential buildings and units which are added to the condominium will not be substantially different from the residential buildings and units originally in the condominium.

(d) No more than eight buildings will contain units. Each building will contain no fewer than four units and no more than twelve units. The square footage of units contained within each parcel of land which may be added to the condominium will range from 1,454 square feet to 1,948 square feet.

12. Pets are limited to small dogs, cats, birds and fish. The number of permanent residents and overnight guests allowed in each unit is restricted. These restrictions are set out in page 10 of the Declaration of Condominium and in page 2 of the Rules and Regulations. There are no restrictions on children residing in the condominium.

13. Sewer service is provided by the Brevard County Utilities Department through sewer lines running in the State Road 3 right-of-way; water is supplied by the City of Cocoa Utilities Department through water lines running in the State Road 3 right-of-way; solid waste disposal is provided by the Brevard County Utilities Department; and storm drainage is accomplished through surface drainage through retention areas located north of Buildings 1 and 2, south of Building 3, north and east of Building 4, west of Building 5, south of Buildings 6 and 7 and north of Building 8.

14. The common expenses and ownership of the common elements shall be in proportion to the total number of units that are submitted to condominium ownership. Each unit shall be treated equally without regard to the size of the unit.

15. Unless specified to the contrary, the Seller agrees to pay all of the closing expenses in connection with the sale of the individual units (but not any cost of mortgage). A title insurance policy is available to the Buyer at Seller's expense from Indian River Title Company.

16. The developer is 3H DEVELOPMENT CORPORATION, a Florida Corporation, whose principal place of business is 8302 Purcel Drive, Orlando, Florida 32817. The president is Alan G. Holmes. The builder and general contractor is Shubert Construction Company, Inc., whose president is Jack Shubert. Alan G. Holmes is the principal directing the creation and sale of the condominium. He has limited experience in this field.

17. Following this prospectus is a copy of the advertising material used and the Declaration of Condominium with all of its accompanying exhibits.

18. While it is contemplated that the units to be constructed will be essentially the same, the developer reserves the right to make changes in the individual units. These changes may be necessary to accomplish changes required in building, to effect changes necessitated by changes in availability and cost of certain plumbing and electrical fixtures, changes in air conditioning equipment and other modifications which, in the developer's discretion, are necessary or desirable to control costs, improve the unit, or modify for other reasons.

EXHIBIT "I"
HIDDEN GROVE CONDOMINIUM, PHASE I
Estimated Operating Budget
July 1, 1985 - July 1, 1986

Income will be based on an assessment of \$72.00 per unit, per month. The Association may elect, at any time, to increase the assessment.

	Per Unit Per Month	Per Unit Per Year
Projected Assessment	<u>\$72.00</u>	<u>\$864.00</u>
Projected Expenses		
1. Administration of the Association		
a. Office supplies	<u>1.00</u>	<u>12.00</u>
b. Legal services	<u>1.00</u>	<u>12.00</u>
c. Accounting services	<u>1.00</u>	<u>12.00</u>
2. Maintenance		
a. Minor building repairs	<u>10.00</u>	<u>120.00</u>
b. Lawn service	<u>15.00</u>	<u>180.00</u>
c. Pool service	<u>8.00</u>	<u>96.00</u>
d. Utility (common areas)	<u>10.00</u>	<u>120.00</u>
e. Miscellaneous	<u>1.90</u>	<u>22.90</u>
3. Rent for recreational and other commonly used facilities	<u>-0-</u>	<u>-0-</u>
4. Real estate taxes (common areas)	<u>-0-</u>	<u>-0-</u>
5. Taxes upon leased areas	<u>-0-</u>	<u>-0-</u>
6. Insurance	<u>6.00</u>	<u>72.00</u>
7. Security provisions	<u>-0-</u>	<u>-0-</u>
8. Reserves		
a. Roof replacement	<u>3.68</u>	<u>44.16</u>
b. Building exterior painting	<u>2.04</u>	<u>24.48</u>
c. Pavement resurfacing	<u>8.04</u>	<u>96.48</u>
d. Pool retiling	<u>.82</u>	<u>9.84</u>
e. Common areas	<u>2.47</u>	<u>29.64</u>
9. Operating capital	<u>-0-</u>	<u>-0-</u>
10. Fees to Division of Condominium & Land Sales	<u>.05*</u>	<u>.50</u>
11. Other expenses	<u>1.00</u>	<u>12.00</u>

It is presumed that each individual condominium will pay for its own water, sewer, electric and garbage removal. Insurance for interior of units is the individual's responsibility.

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DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION DURING THE PERIOD OF OPERATING FOR WHICH THIS BUDGET HAS BEEN RENDERED.

The Developer is excused from paying, for a limited period of time, an assessment on units it owns as provided on page 26 of the Declaration of Condominium, so long as the Developer pays all common expenses in excess of amounts assessed against the unit owners or used to initially fund the Association.

*This figure is rounded up to the nearest cent in order to obtain the \$.50 per residential unit per year figure. Any overpayment will be allocated to miscellaneous maintenance.

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HIDDEN GROVE CONDOMINIUM

Estimated Operating Budget

Completed Project

Income will be based on an assessment of \$79.20 per unit, per month. The Association may elect, at any time, to increase the assessment.

	Per Unit Per Month	Per Unit Per Year
Projected Assessment	<u>\$79.20</u>	<u>\$950.40</u>
Projected Expenses		
1. Administration of the Association		
a. Office supplies	<u>1.10</u>	<u>13.20</u>
b. Legal services	<u>1.10</u>	<u>13.20</u>
c. Accounting services	<u>1.10</u>	<u>13.20</u>
2. Maintenance		
a. Minor building repairs	<u>11.00</u>	<u>132.00</u>
b. Lawn service	<u>16.50</u>	<u>198.00</u>
c. Pool service	<u>8.80</u>	<u>105.60</u>
d. Utility (common areas)	<u>11.00</u>	<u>132.00</u>
e. Miscellaneous	<u>2.10</u>	<u>25.30</u>
3. Rent for recreational and other commonly used facilities	<u>-0-</u>	<u>-0-</u>
4. Real estate taxes (common areas)	<u>-0-</u>	<u>-0-</u>
5. Taxes upon leased areas	<u>-0-</u>	<u>-0-</u>
6. Insurance	<u>6.60</u>	<u>79.20</u>
7. Security provisions	<u>-0-</u>	<u>-0-</u>
8. Reserves		
a. Roof replacement	<u>4.05</u>	<u>48.60</u>
b. Building exterior	<u>2.24</u>	<u>26.88</u>
c. Pavement resurfacing	<u>8.84</u>	<u>106.08</u>
d. Pool retiling	<u>.90</u>	<u>10.80</u>
e. Common areas	<u>2.72</u>	<u>32.64</u>
9. Operating capital	<u>-0-</u>	<u>-0-</u>
10. Fees to Division of Condominium & Land Sales	<u>.05*</u>	<u>.50</u>
11. Other expenses	<u>1.10</u>	<u>13.20</u>

It is presumed that each individual condominium will pay for its own water, sewer, electric and garbage removal. Insurance for interior of units is the individual's responsibility.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION DURING THE PERIOD OF OPERATING FOR WHICH THIS BUDGET HAS BEEN RENDERED.

The Developer is excused from paying, for a limited period of time, an assessment on units it owns as provided on page 26 of the Declaration of Condominium, so long as the Developer pays all common expenses in excess of amounts assessed against the unit owners or used to initially fund the Association.

*This figure is rounded up to the nearest cent in order to obtain the \$,.50 per residential unit per year figure. Any overpayment will be allocated to miscellaneous maintenance.

EXHIBIT II

DECLARATION OF CONDOMINIUM
FOR
HIDDEN GROVE CONDOMINIUM
PHASE I

BREVARD COUNTY, FLORIDA

MADE this 1st day of November, 1984, by 3H Development Corporation, a Florida corporation, as owner of the real property hereinafter described, and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is Hidden Grove Condominium, Phase I.

1.2 The address of this condominium is 345 Butler Avenue, Merritt Island, Florida.

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

1.4 All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every condominium parcel owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act or as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and the Rules and Regulations of HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

2.2 Association means the corporate entity responsible for the operation of a condominium.

2.3 Board of Directors means the board of directors or other representative body responsible for administration of the Association.

2.4 By-Laws means the by-laws of the association existing from time to time.

2.5 Common Elements includes within its meaning the following:

2.5.1 The condominium property which is not included within the units.

2.5.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.5.3 An easement of support in every portion of a unit which contributes to the support of a building.

2.5.4 The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

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

2.8 Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.9 Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.10 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 Declaration or declaration of condominium means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 Developer means the entity which creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his owner occupancy. The Developer of this condominium is 3H Development Corporation, a Florida corporation.

2.13 Institutional Mortgagee means a bank, savings and loan association, insurance company, a pension fund, a real estate investment trust, a mortgage banker, mortgage broker, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal or State agencies, or other like business entity holding a mortgage on a condominium parcel and insurers

or guarantors of same. This will also include the successors and/or assigns of the above entities.

2.14 Limited Common Elements means those common elements which are reserved for the use of certain condominium unit or units to the exclusion of other units, as specified in the declaration of condominium.

2.15 Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.16 Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the declaration of condominium.

2.17 Unit Owner or "owner of a unit" means the owner of a condominium parcel.

2.18 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

3. DEVELOPMENT PLANS

3.1 Improvements

3.1.1 Annexed hereto and made a part hereof as Exhibits A and B, respectively, are the survey and site plan with graphic descriptions of all units, including their identification numbers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in Composite Exhibit C may not reflect the interior plans of the combined units, but the exterior boundaries of the combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

3.2 Unit Plans

The development plan of the condominium, which contains a plot plan, elevations and floor plans for each unit are attached hereto as Composite Exhibit C. The legal description of each unit shall consist of the identifying number of such unit as shown on Exhibit B, attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying number as provided for on the attached Exhibit B and each and every description shall be deemed good and sufficient for all purposes.

3.3 Substantial Completion

The construction of the condominium is not substantially complete. Upon completion of construction, the Developer or the Association shall amend this declaration to include the certificate required by Florida Statutes Chapter 718.

3.4 Phased Development

HIDDEN GROVE CONDOMINIUM, PHASE I, is the first

phase of a phased condominium consisting of two possible phases to be governed under the Association. Exhibit B attached hereto depicts the location of each unit proposed to be constructed in HIDDEN GROVE CONDOMINIUM, PHASE II. The Developer is hereby authorized to add additional phases to the condominium.

3.4.1 The legal descriptions contained in Exhibit A describe the real property to be included in HIDDEN GROVE CONDOMINIUM, PHASE I and HIDDEN GROVE CONDOMINIUM, PHASE II, respectively.

3.4.2 HIDDEN GROVE CONDOMINIUM, PHASE I, will consist of 36 units, as more particularly described in Exhibits B and C. HIDDEN GROVE CONDOMINIUM, PHASE II, is expected to consist of 32 units, as more particularly described in Exhibit B. However, PHASE II may consist of as few as 26 units. The units in each phase will range in size from 1,454 square feet to 1,948 square feet.

3.4.3 Under HIDDEN GROVE CONDOMINIUM, PHASE I, each unit owner will own 1/36 of the common elements. After the inclusion of HIDDEN GROVE CONDOMINIUM, PHASE II, into the Declaration, each unit owner will own 1/68 of the common elements, if PHASE II is 32 units as expected. If PHASE II is not 32 units, each unit owner will own a percentage of the common elements equal to the total number of units in PHASE I and PHASE II divided into 1.

3.4.4 All recreation areas and facilities shown on Exhibit B will be owned as common elements by all unit owners. The swimming pool, volleyball pit, and clubhouse will be completed prior to the completion of PHASE II, and the tennis court will also be completed prior to the completion of PHASE II. The following personal property will be provided prior to the completion of PHASE II:

- 3.4.4.1 Exercise equipment for the clubhouse.
- 3.4.4.2 General furniture (chairs and tables) for the clubhouse.
- 3.4.4.3 Lounge chairs and tables for the swimming pool area.

The tennis court may not be provided if PHASE II is not developed and added as a part of the condominium.

3.4.5 Each member of the Association will have one vote and equal ownership in the Association, regardless of whether PHASE II is developed and added to the condominium.

3.4.6 Time share units will not be created in any phase.

4. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries

The perimetrical boundaries of the unit shall be

the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

4.4 Balconies and Patios

A unit shall include any balcony or patio indicated on Composite Exhibit C. The boundaries of the balcony and/or patio shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the balcony and/or patio shall be borne by the unit owner to which the balcony and/or patio is appurtenant. Each balcony is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel shall be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance

may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS, EXPENSE AND SURPLUS

7.1 The owner of each unit of the condominium shall own an equal undivided interest in the common elements.

7.2 The common expense to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for an equal portion of the common expenses and costs.

Any common surplus of the Association shall be owned equally by each of the unit owners.

8. PLAN OF PHASE DEVELOPMENT

8.1 The Developer is developing the Land according to a plan of development (the "Plan") as set forth in this Article 8 as a "phase condominium" as provided for by Section 718.403 of the Act. The Phase I land and improvements thereon, as described on the Phase I Survey, constitute the first Phase (Phase I) of the Condominium. In addition to Phase I, the Developer anticipates that certain other portions of the Land and improvements thereon (each of which is a "Subsequent Phase") may, by an amendment hereto executed by the Developer alone as provided in Section 718.403(6) of the Act ("Amendment"), be added as part of the Condominium pursuant to this Declaration. As each Subsequent Phase is added and made a part of the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the portion of the Land, improvements thereon including the Units, the Common Elements and all easements and rights appurtenant thereto which are intended for use in each Subsequent Phase as set forth on the "Supplemental Survey" hereinafter defined. A Subsequent Phase shall be designated ("Phase Designation") by the Roman numeral II and successive Roman numerals for successive phases.

8.2 Attached hereto and made a part hereof as Exhibit B is the Plot Plan which shows thereon the configuration of each anticipated Phase and its location on the Land, the Buildings to be located thereon. If and when all of the Subsequent Phases are completed and submitted to condominium ownership, the Condominium will consist of eight Buildings containing a total of sixty-eight (68).

8.3 Each Subsequent Phase, when and if submitted to condominium ownership by the recording of an Agreement shall consist of the portion of the Land more particularly described as Exhibit A attached and made a part hereof.

8.4 The number of Buildings and Units therein and the general size of the Units to be included in each Subsequent Phase, if and when submitted to condominium ownership by the recording of an Amendment, is described on Exhibit B, attached hereto and made a part hereof.

8.5 Each unit's percentage ownership in the Common Elements shall be directly proportional to the total number of units submitted to condominium ownership, regardless of the size, price or location of the Unit. As Subsequent Phases are submitted to condominium ownership the percentage ownership of an individual unit will vary depending upon the total number of units submitted to condominium ownership.

8.6 The recreation areas or facilities to be owned as Common Elements by the Unit Owners are shown on Exhibit B.

8.7 The estimated latest date of completion of Phase I is June 1, 1985. The estimated latest date of completion of Subsequent Phase II is July 1, 1986. Completion of Subsequent Phases will have the impact of enlarging the number of Units in the Condominium. However, regardless of the number of Subsequent Phases which are developed, if any, each Unit in the Condominium shall have one vote in the Association. The number and general size of the Units to be included in each Phase is set forth on Exhibit C hereof. Ownership in the Association attributable to each Unit shall be the same percentage as the Percentage Interest in Common Elements set forth in Section VI, and shall be the same percentage as the total units submitted to condominium ownership.

8.8 The Developer shall notify all Unit Owners of the commencement of construction of each Subsequent Phase. However, Developer reserves the absolute right, in its sole discretion, not to develop and add any of the Subsequent Phases. In the event that Developer decides not to add one or more Subsequent Phase, he shall give notice of such decision to all Unit Owners and shall also file amongst the Public Records of Brevard County, Florida, a statement that Developer has terminated the Plan ("Termination Statement"), which statement shall set forth each Phase then submitted to condominium ownership and the total number of Units in the Condominium. The effect of filing the Termination Statement shall be that any portion of the Land not submitted to condominium ownership pursuant to the Plan as of the filing of the Termination Statement shall no longer become part of the Condominium. Any notice required by the provisions of this Paragraph 8.8 shall be by certified mail addressed to each Unit Owner at the address of his Unit or at his last known address as set forth on the books of the Association.

8.9 The Developer further intends that easements shall be established across, over, under, and upon portions of the Condominium Property in order to provide means of ingress and egress, and for other purposes, for the convenience and benefit of members of the Association, their family members, guests, invitees, and owners of units in each phase.

8.10 Notwithstanding anything contained in this Declaration to the contrary, no portion of any of the Subsequent Phases shall be affected or encumbered by this Declaration unless and until such Subsequent Phase is the subject of an Amendment recorded amongst the Public Records of Brevard County, Florida.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units

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

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

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

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9.1.1.3 All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner. The responsibility of the unit owner shall be as follows:

9.1.2.1 To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

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

9.1.2.3 Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sun decks or balconies.

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

9.1.2.5 Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

9.1.2.6 Any officer or agent of the Board of Directors shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

9.1.2.7 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

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

9.2 Common Elements

9.2.1 By the Association. The maintenance and

operation of the common elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by not less than two-thirds (2/3) of the members of the Association, if the cost of same shall be a common expense which exceed in cumulative expenditure for the calendar year, the sum of \$12,000. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined in paragraph 2.13 herein that acquires its title as the result of owning a mortgage upon a unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements, or in his share of the common expenses whether or not the unit owner contributes to the costs of such alteration or improvements.

9.2.3 Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required. Such amendment, when recorded in the public records of Brevard County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

9.2.4 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record unit owners of not less than seventy-five percent (75%) of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.5 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3 Enforcement of Maintenance

In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

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

10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

10.1.1 Each of the units shall be occupied only by an owner, members of his family, his servants and guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than two (2) persons for each bedroom in such unit, per the unit plan for that unit, and the maximum permanent occupants and overnight guests shall be no more than ten (10) persons per unit.

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

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

10.1.4 No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors.

10.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Board of Directors.

10.1.6 No unit shall be occupied by relatives, tenants or guests while the unit owner is not in residence, unless such relative, guest or tenant has been authorized by written correspondence to the Association from the unit owner prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

10.1.7 Each unit owned by a corporation may be occupied only by persons approved by the Association in writing, and such approval shall be granted to carry out the use of the unit for residential purposes, and not temporary or transient tenancy. Corporately owned units shall be used as residences, not as vacation or hotel accommodations.

10.2 Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Signs

No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Association, except that each unit owner may post, for a period not to exceed 180 days, a "For Sale" or "For

Rent" sign of a size and type customarily used by realtors in the area.

10.3.1 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, and in HIDDEN GROVE CONDOMINIUM, PHASE II, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

10.4 Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. The keeping and care of pets shall be regulated by the Rules and Regulations of the Association attached hereto as Exhibit D.

10.5 Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; 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 which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.6 Rules and Regulations. Regulations concerning the use of the condominium property have been adopted and are attached hereto as Exhibit D, and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such amendments thereto shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

11. MAINTENANCE OF COMMUNITY INTERESTS

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

11.1 Transfer Subject to Approval

11.1.1 Sale. No unit owner may dispose of a unit or any interest therein by sale or gift without approval of the Association, except to a unit owner.

11.1.2 Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to a unit owner. No unit may be leased for a period of less than three months without approval of the Association and is restricted to two (2) leases per calendar year.

11.2 Approval by Association

11.2.1 Notice to Association

11.2.1.1 Sale. A unit owner intending

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therein, shall give the Association notice of such intention, together with a copy of such offer, the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. (A bona fide offer being defined as an offer in writing binding upon the offeror and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to at least five percent (5%) of the purchase price if such offer is an offer to purchase a unit.)

11.2.1.2 Lease. A unit owner intending to accept a bona fide offer to lease his unit or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended lessee and other such information as the Association may reasonably require, and an executed copy of the proposed lease.

11.2.1.3 Gift; Other Transfers. A unit owner who has obtained his title by gift shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

11.2.2 Certificate of Approval

11.2.2.1 Sale. If the proposed transaction is a sale, then within twenty (20) days after receipt of such notice and the information, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), and having the corporate seal affixed in recordable form and shall be delivered to the purchaser.

11.2.2.2 Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), in recordable form, which shall be delivered to the lessee.

11.2.2.3 Gift. If the unit owner giving notice has acquired his title by gift, then within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President, in recordable form, and shall be delivered to the unit owner.

11.3 Disapproval by the Association

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

11.3.1 Sale. If the proposed transaction is a sale, then within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the unit owner, an agreement to purchase by

the Association or a purchaser approved by the Association who will purchase, and to whom the unit owner must sell the unit upon the price and terms set out in the bona fide offer of sale provided to the Association by the unit owner. If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transactions shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

11.3.2 Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

11.3.3 Gifts. If the unit owner giving notice has acquired his title by gift, then within twenty (20) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner, an agreement to purchase by the Association or a purchaser approved by the Association who will purchase, and to whom the unit owner must sell the unit for the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, the unit shall be sold for an amount equal to the purchase price for the most recent sale of a unit similar to the unit in question.

11.3.4 If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

11.4 Mortgage

A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

11.5 Exceptions

The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an institutional mortgagee which acquires title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, by foreclosure or otherwise.

11.6 Notice of Lien or Suit

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

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

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

12. PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces.

12.1 Covered Parking Spaces

Each unit owner may, at the time of purchase of a unit, purchase the right to use a covered parking space. The location of such covered parking space shall be by reference in the deed to the unit owner to an identified space shown on Exhibit B. The owner of such unit shall have the exclusive right to use such parking space so long as he remains a unit owner. Upon sale or other transfer of his unit, the covered parking space shall either be conveyed to the new unit owner, or shall revert to the Association.

12.2 Assignment of Uncovered Parking Space

Each assigned uncovered parking space is identified, described and located on Exhibit B. Upon the assignment by the Developer of such parking space to a unit, the owners of such unit shall have the exclusive right to the use thereof.

12.3 Guest Parking Spaces

All non-assigned parking spaces shall be Guest Parking Spaces (designated with a "G") and shall be under the control and jurisdiction of HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC.

13. EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their property and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

13.1 Utilities

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

13.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4. Perpetual Non-Exclusive Easement in Common Elements

The common elements shall be, and the same is hereby declared to be subject to a perpetual non-exclusive

easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

13.5 Right of Entry into Private Dwellings in Emergencies

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association, a key to such unit.

13.6 Right of Entry for Maintenance of Common Property

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

13.7 Easement for Unintentional and Non-Negligent Encroachment

In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space

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

13.9 Easements or Encroachments

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

13.10 Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

13.11 Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and

the equipment and fixtures appurtenant thereof, situated in and/or on common elements of the condominium but exclusively servicing and individually owned by the owner of the unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

14. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit E.

14.2 By-Laws

The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached hereto as Exhibit F.

14.3 Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets

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

14.5 Approval or Disapproval of Matters

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

14.6 Membership

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Brevard County, Florida, of the deed or other

instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

15. INSURANCE

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

15.1 Authority to Purchase

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

15.2 Coverage

15.2.1 Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

15.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

15.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

15.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

15.2.4 Association Insurance. Such other insurance as the Board of Directors, in its discretion, may determine from time to time to be in the best interest of the

Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

15.3 Premiums

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

15.4 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any state or national bank or savings and loan association in Brevard County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors, which trustee is herein referred to as the "Insurance Trustee". All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

15.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

15.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

15.4.2.2 Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

15.4.2.3 Mortgagee. In the event a mortgage endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damages building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

15.5 Distribution of Proceeds

Proceeds of insurance policies received by the

Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

15.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

15.5.4 Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of the distribution.

15.5.5 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY

16.1 Determination to Reconstruct or Repair

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

16.1.1 Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2 Apartment Building

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

16.1.2.2 Major Damage. If the damaged improvement is a part of the condominium building and if the units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

16.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

16.4 Estimates of Costs

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

16.5 Assessments

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

16.6 Deductible Provision

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

16.7 Construction Funds

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

16.7.1 Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than Five Thousand Dollars (\$5,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

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

16.7.2.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.3 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

16.7.2.4 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so

requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

17. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

17.1 Share of the Common Expenses

Each unit owner shall be liable for a equal share of the common expenses and shall be entitled to an equal undivided share of the common surplus. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

17.2 Non-Waiver

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

17.3 Interest, Application of Payments

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments

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

Said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment

shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

17.5 Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner or occupant.

17.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, 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 such condominium parcel, or chargeable to the former unit owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder; however, any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record, or as a result of a deed given in lieu of foreclosure of a first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

17.7 Assignment of Claim and Lien Rights

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any unit owner or group of unit owners, or to any third party.

17.8 Unpaid Assessments - Certificate

Any unit owner shall have the right to require

from the Association a certificate showing the amount of unpaid assessments against him with respect to this condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

18. COMPLIANCE AND DEFAULT

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

18.1 Negligence

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees 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 a unit or its appurtenances or of the common elements.

18.2 Costs and Attorney's Fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

18.3 No Waiver of Rights

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

19. AMENDMENT OF DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

19.1 Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

19.2 Resolution of Adoption

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by 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, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

19.3 Resolution of Adoption for Errors or Omissions
Not Materially Adversely Affecting Property Rights
of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

19.3.1 Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

19.3.2 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of unit owners.

19.3.3 Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this paragraph 19.3 must be approved and consented to by the Developer.

19.4 Proviso

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

19.5 Execution and Recording

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

19.6 Amendments

The section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

20. DEVELOPER'S UNITS AND PRIVILEGES

20.1 Developer

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein

to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

20.2 Rights in Association

The Developer intends to develop HIDDEN GROVE CONDOMINIUM, PHASE II. If PHASE II is developed, the Developer may retain or re-obtain rights to select members of the Board of Directors of the Association even though all the units in PHASE I have been sold.

20.3 Expenses

Notwithstanding anything to the contrary contained within this Declaration, the Developer shall be excused from the payment of the Developer's share of the common expenses and assessments with respect to each unit owned by the Developer for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, provided that the Developer shall be obligated to pay that portion of the common expenses incurred during the aforesaid period which exceeds the sum of:

(a) The amount assessed against other unit owners; and

(b) The funds collected by the Developer and turned over to the Association to initially fund the Association.

20.4 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any

amendment until the Developer has sold all of the units in
HIDDEN GROVE CONDOMINIUM, PHASE I and PHASE II.

21. TERMINATION

The condominium may be terminated in the following
manner in addition to the manner provided in the Condominium Act:

21.1 Destruction

In the event that it is determined in the manner
elsewhere provided that the condominium building shall not be
reconstructed because of major damage, the condominium plan of
ownership will be thereby terminated without agreement.

21.2 Agreement

The condominium may be terminated by the approval
in writing of all of the owners of the units therein and by all
record owners of mortgages thereon. If the proposed termination
is submitted to a meeting of the members of the Association, the
notice of which meeting gives notice of the proposed termination,
and if the approval of the owners of not less than seventy-five
percent (75%) of the common elements, and of the record owners
of all mortgages upon the units, are obtained in writing not
later than thirty (30) days from the date of such meeting, then
the approving owners for the period ending on the sixtieth (60th)
day from the day of such meeting. Such approvals shall be
irrevocable until the expiration of the option, and if the option
is exercised, the approval shall be irrevocable. Such option
shall be upon the following terms:

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

21.2.2 Price. The sale price for each unit
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 and in the absence of
agreement as to price, it shall be determined by arbitration
in accordance with the then existing rules of the American
Arbitration Association, except that the arbitrators shall be
two (2) appraisers appointed by the American Arbitration Association
who shall base their determination upon an average of their
appraisals of the unit; and a judgment of specific performance
of the sale upon the award rendered by the arbitrators may be
entered in any court of competent jurisdiction. The expense of
the arbitration shall be paid by the purchaser.

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

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

21.3 Certificate

The termination of the condominium in either of
the foregoing manners shall be evidenced by a certificate of the

Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Brevard County, Florida.

21.4 Shares of Owners After Termination

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

21.5 Amendments

This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

22. SEVERABILITY AND INVALIDITY

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

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

23. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same; i.e., Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, 3H DEVELOPMENT CORPORATION, a Florida corporation, has caused the execution of this Declaration of Condominium, this 1st day of November, 1984.

Dale Elaine Robinson

3H DEVELOPMENT CORPORATION

Peggy L. Cerano

By: Alan R. Adams

President

(S E A L)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, an

officer duly authorized to take acknowledgements, personally appeared, ALAN G. HOLMES, President of 3H Development Corporation, to me known to be the person described in and who executed the foregoing Declaration of Condominium and he acknowledged before me that he executed the same on behalf of said Corporation.

WITNESS my hand and official seal, this 1st day of November, 1984.

(S E A L)

Dale Elaine Robinson
Notary Public, State of Florida

My Commission Expires:

My Comm.

OFF: REC:

2639

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EXHIBIT A TO DECLARATION OF CONDOMINIUM

DESCRIPTION:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Northwest 1/4 of the Southwest 1/4, and run N.00°13'36"W., along the West line of said section, a distance of 247.50 feet to the Point of Beginning; thence continue N.00°13'36"W., along said West line, a distance of 247.50 feet; thence N.89°40'17"E., parallel to the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 376.98 feet to a point on the West right of way line of Butler Avenue; thence S.00°19'43"E., along said right of way line, a distance of 10.00 feet; thence N.89°40'17"E., along the South right of way line of said Butler Avenue, a distance of 123.00 feet; thence S.00°13'36"E., parallel with said West line of Section 14, a distance of 375.00 feet; thence S.89°40'17"W., parallel with said South line, a distance of 269.76 feet; thence N.00°19'43"W., perpendicular to said South line, a distance of 137.50 feet; thence S.89°40'17"W., parallel with said South line, a distance of 230.00 feet to the Point of Beginning; containing 3.66 acres.
Subject to all easements and rights of way of record.

UNSUITABLE
FOR MICROFILM

SURVEYOR'S CERTIFICATE

for:


HIDDEN GROVE
PHASE 1
a condominium

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED ROBERT M. PACKARD, BY ME WELL KNOWN, AND COMMON TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS NOT COMPLETE, HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING "HIDDEN GROVE, A CONDOMINIUM PHASE ONE" IS AN ACCURATE REPRESENTATION OF THE LOCATION OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, AND LOCATION OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 3rd DAY OF JUNE, 1985, A.D.

BY: 
ROBERT M. PACKARD, P.L.S.
Reg. Florida Land Surveyor #3867

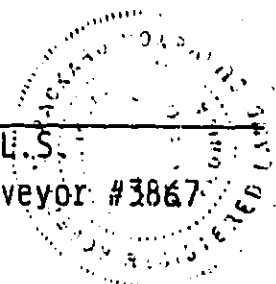


EXHIBIT "A"
SHEET 1

FREDLUND and PACKARD
LAND SURVEYORS, INC.

635 BREVARD AVENUE
COCOA, FLORIDA

P O BOX 778

(305) 632-6335

PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT LISTED BELOW NOT VALID UNLESS EMBOSSED WITH SEAL.

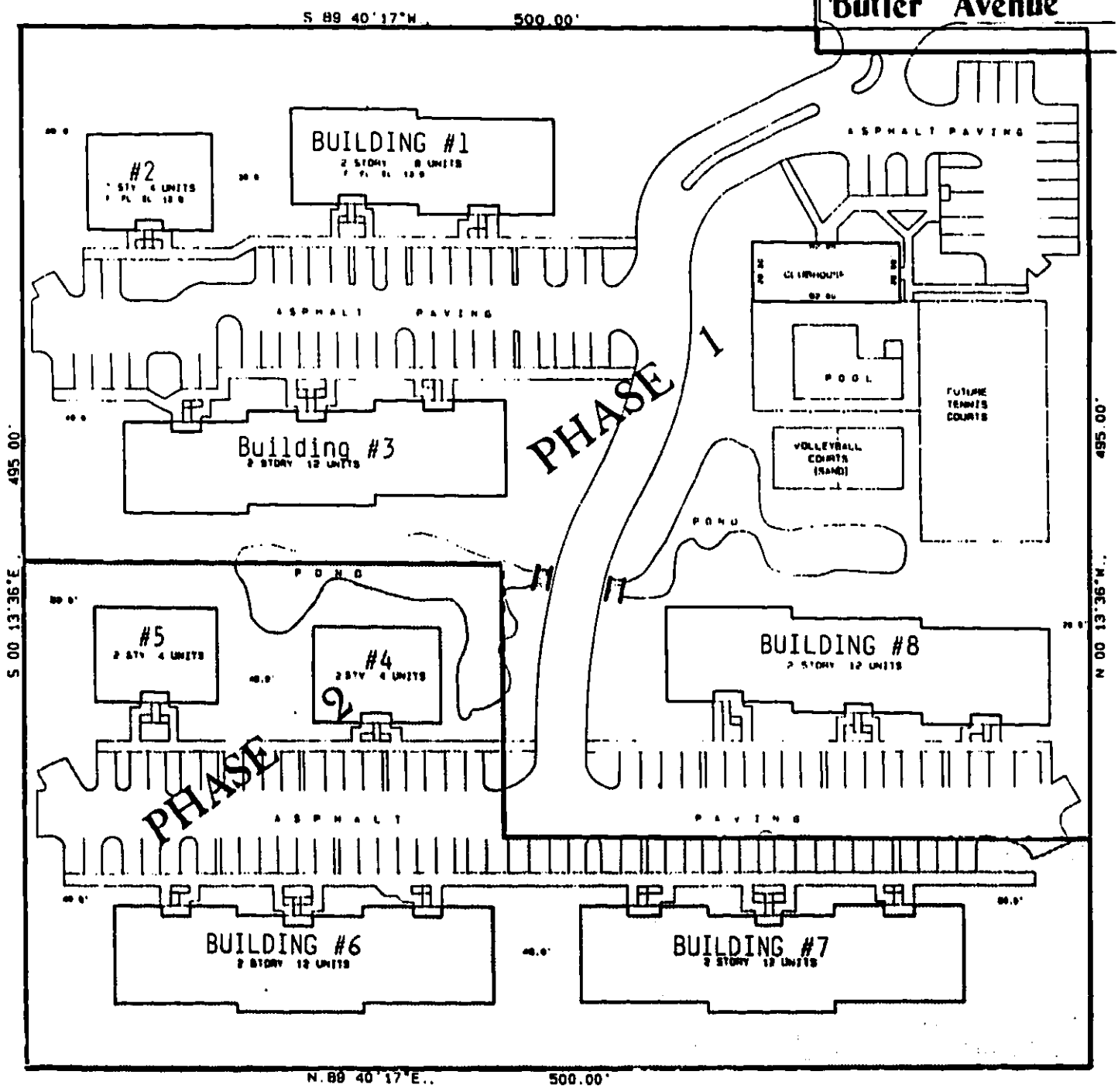
AL HOLMES

PAGE

HIDDEN GROVE PHASE 1 a condominium



Butler Avenue



NOTES:

- 1.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.
- 2.) ALL AREAS EXCLUSIVE OF THE UNITS THEMSELVES ARE COMMON OR LIMITED COMMON ELEMENTS.

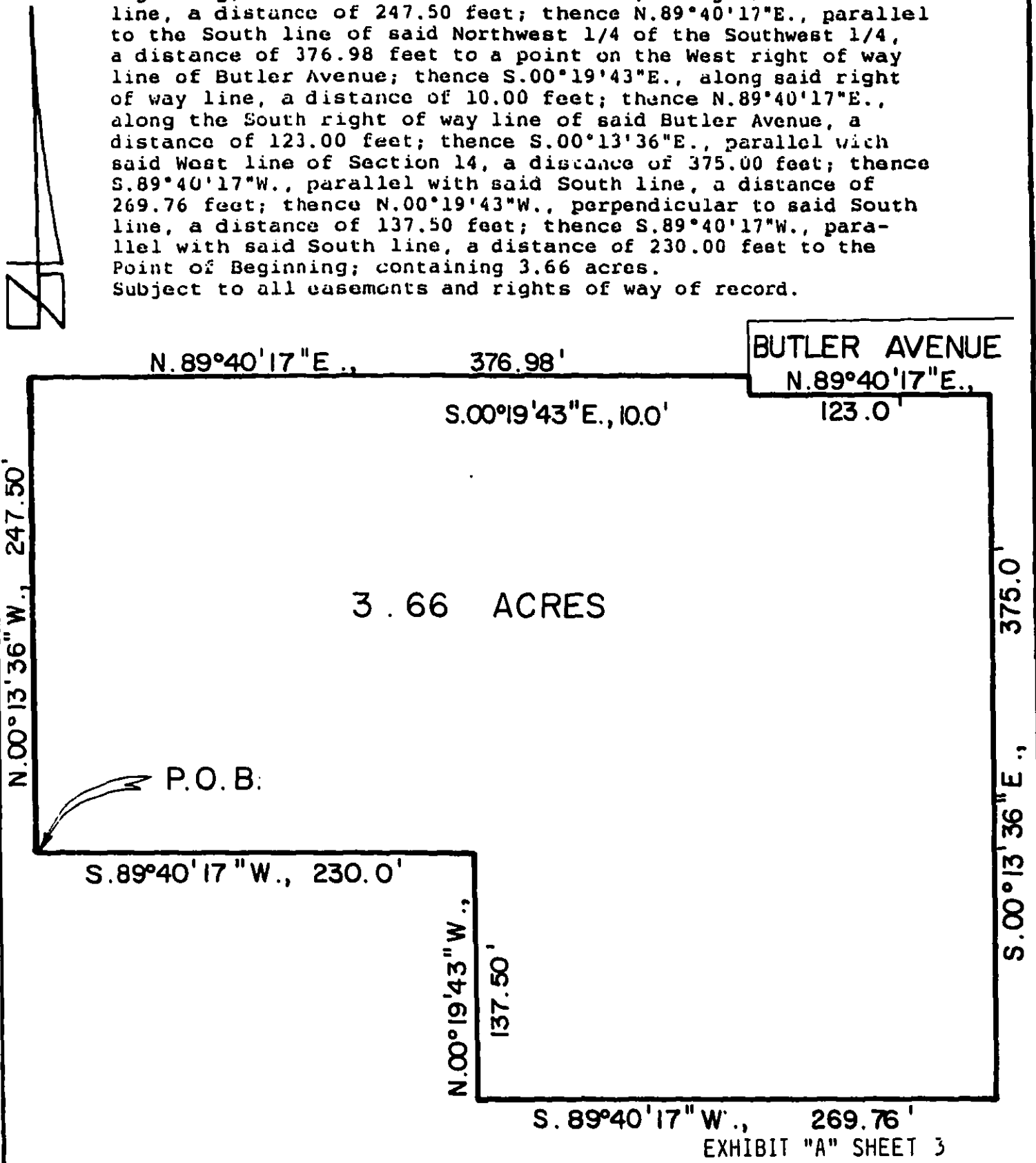
EXHIBIT "A"
SHEET 2

HIDDEN GROVE PHASE 1 a condominium

DESCRIPTION:

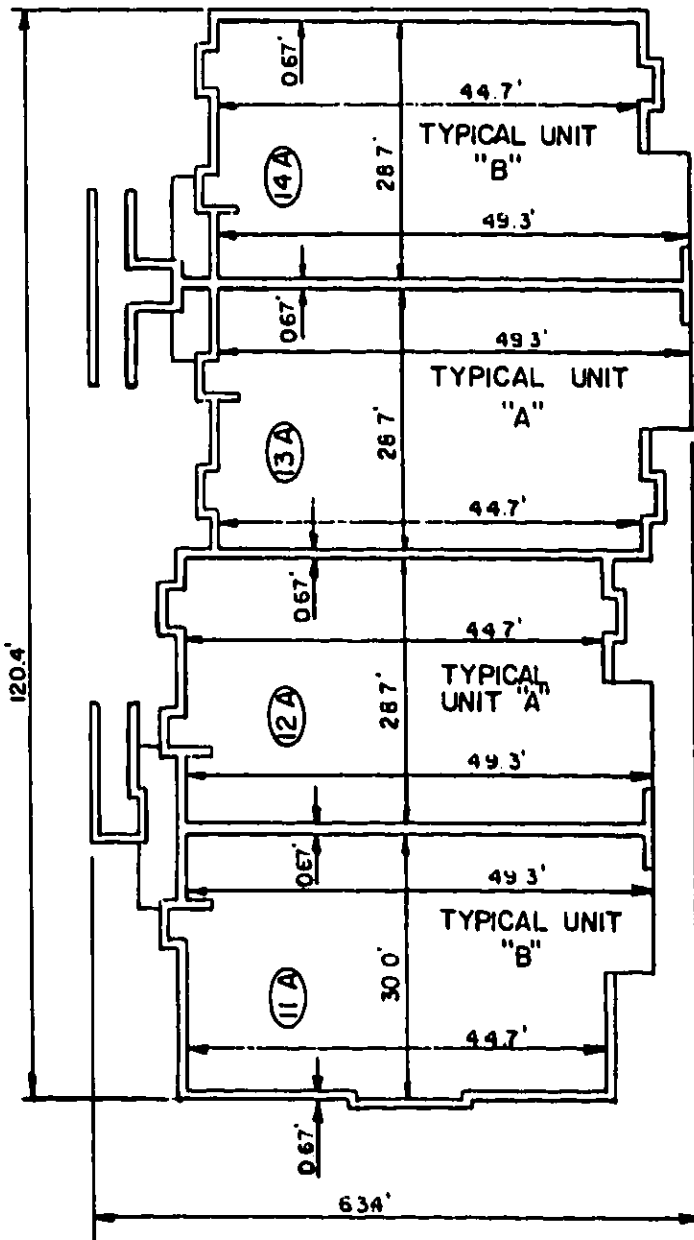
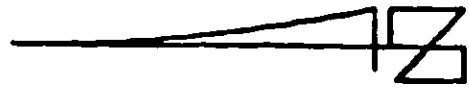
A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Northwest 1/4 of the Southwest 1/4, and run N.00°13'36"W., along the West line of said section, a distance of 247.50 feet to the Point of Beginning; thence continue N.00°13'36"W., along said West line, a distance of 247.50 feet; thence N.89°40'17"E., parallel to the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 376.98 feet to a point on the West right of way line of Butler Avenue; thence S.00°19'43"E., along said right of way line, a distance of 10.00 feet; thence N.89°40'17"E., along the South right of way line of said Butler Avenue, a distance of 123.00 feet; thence S.00°13'36"E., parallel with said West line of Section 14, a distance of 375.00 feet; thence S.89°40'17"W., parallel with said South line, a distance of 269.76 feet; thence N.00°19'43"W., perpendicular to said South line, a distance of 137.50 feet; thence S.89°40'17"W., parallel with said South line, a distance of 230.00 feet to the Point of Beginning; containing 3.66 acres.
Subject to all easements and rights of way of record.



HIDDEN GROVE PHASE 1 a condominium

FIRST FLOOR
BUILDING ONE



NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 13.60.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

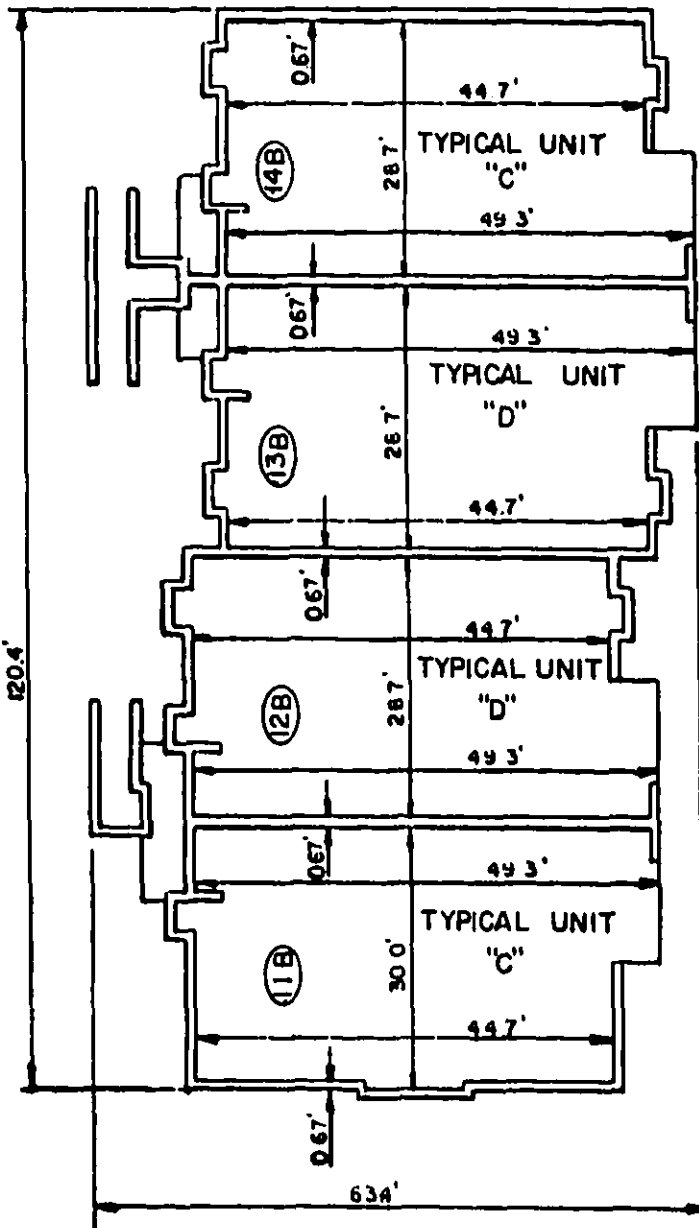
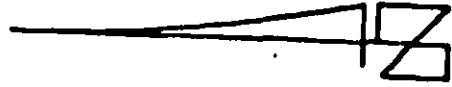
EXHIBIT "A"
SHEET 4

HIDDEN GROVE

PHASE 1

a condominium

SECOND FLOOR
BUILDING ONE



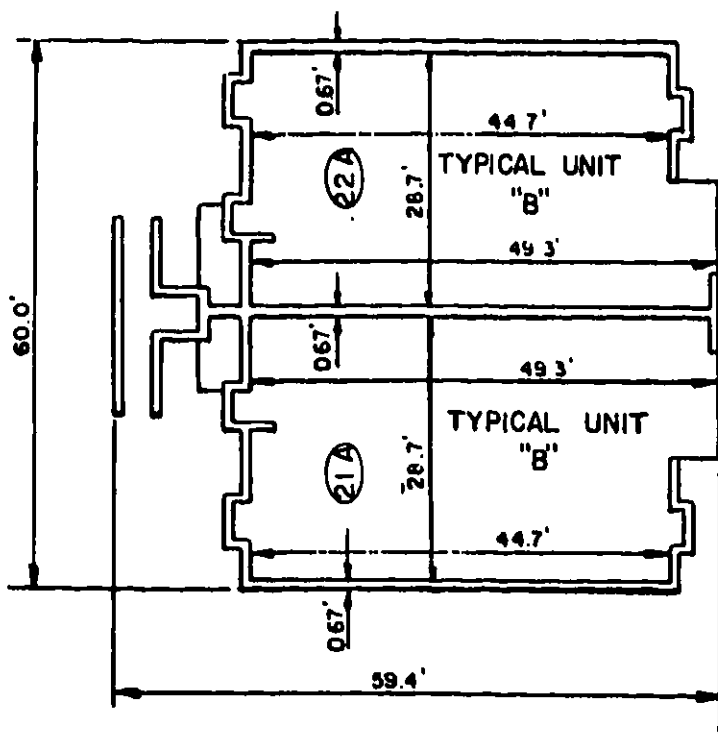
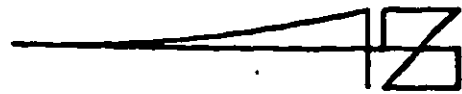
NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 23.30
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 5

HIDDEN GROVE
 PHASE 1
 a condominium

FIRST FLOOR
 BUILDING TWO



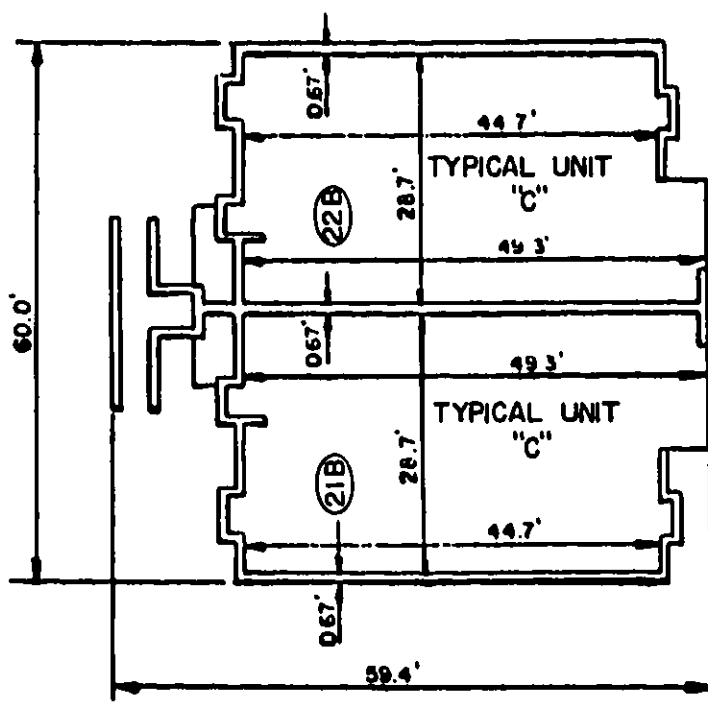
NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 13.80.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
 SHEET 6

HIDDEN GROVE
PHASE 1
a condominium

SECOND FLOOR
BUILDING TWO



NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 23.30.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

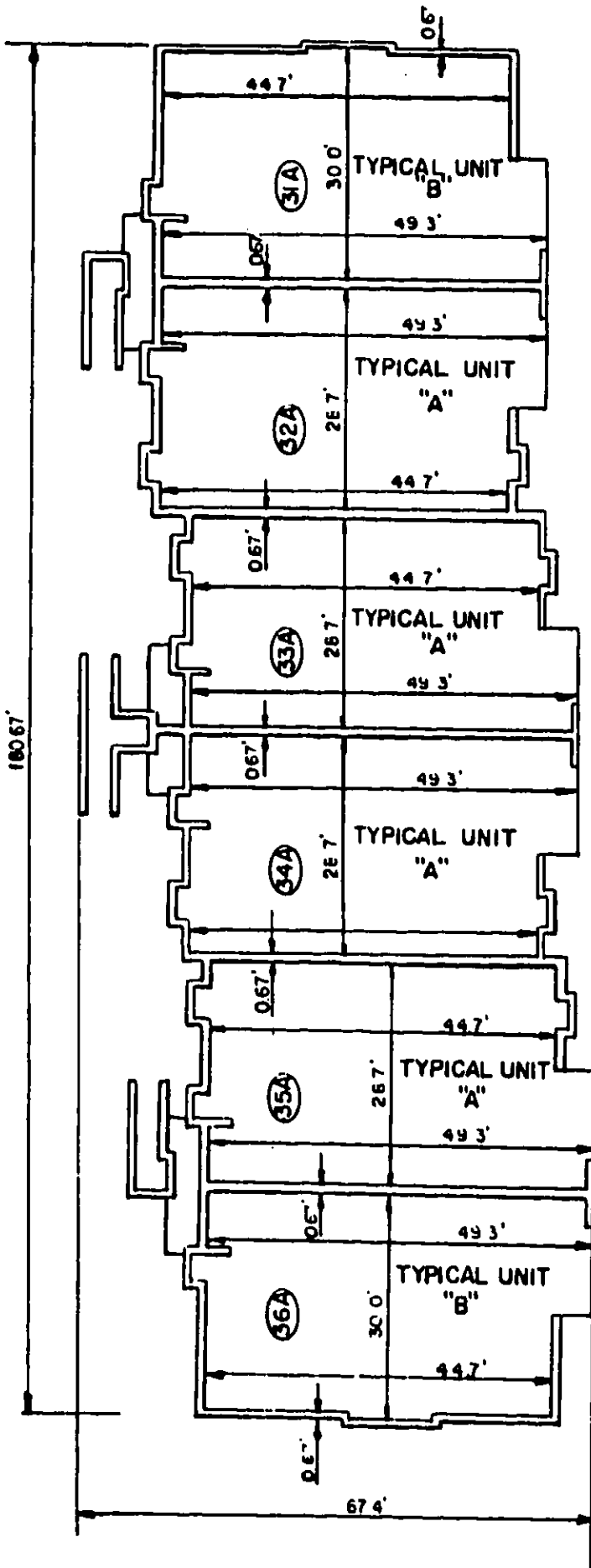
EXHIBIT "A"
SHEET 7

FREDLUND and PACKARD
LAND SURVEYORS, Inc.

OFF. REC.
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1893

HIDDEN GROVE PHASE 1 a condominium



FIRST FLOOR
BUILDING THREE

NOTES:

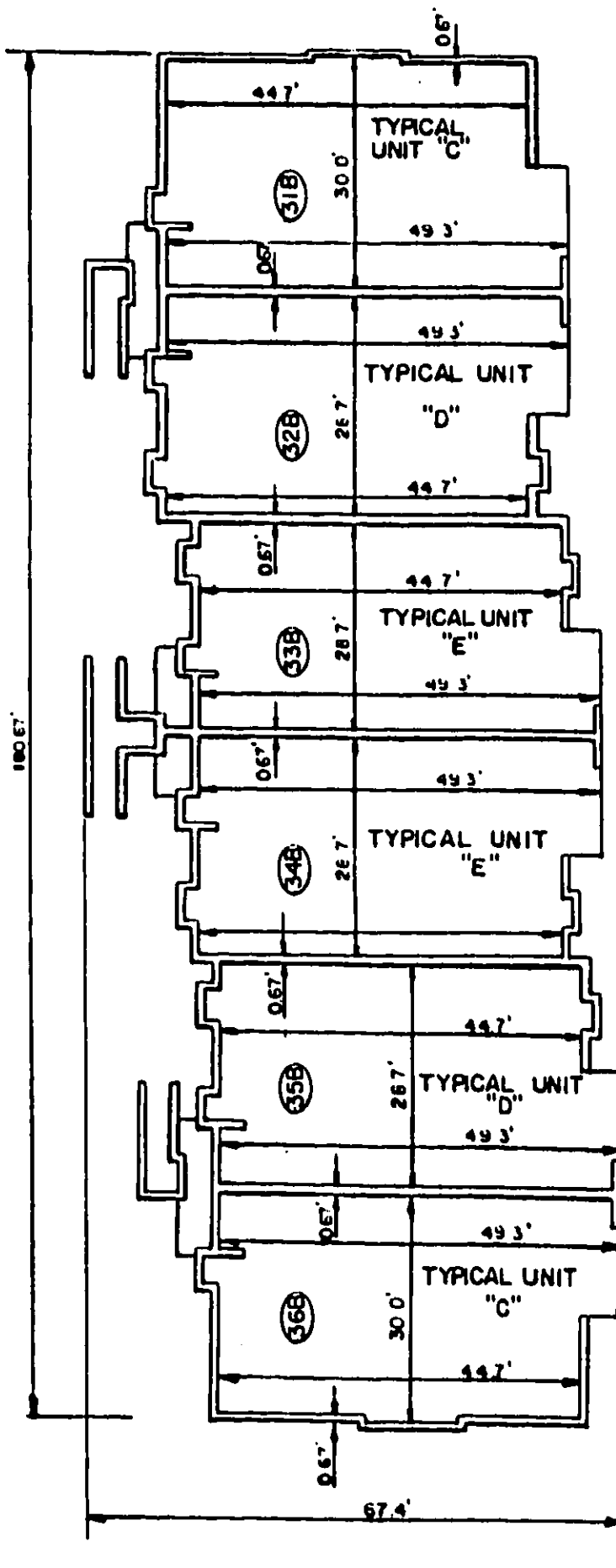
- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 13.80.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 8

HIDDEN GROVE PHASE 1 a condominium



SECOND FLOOR BUILDING THREE

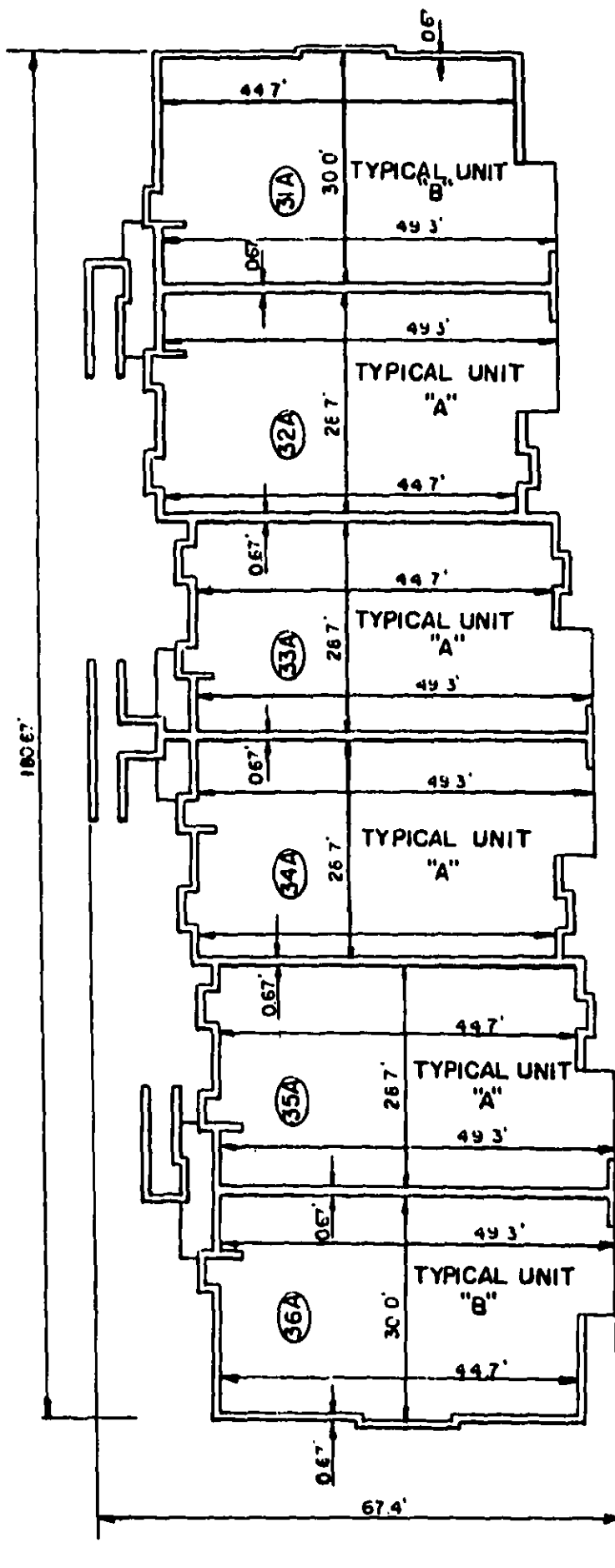


NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 23.30.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 9

HIDDEN GROVE PHASE 1 a condominium



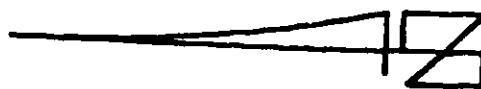
FIRST FLOOR
BUILDING EIGHT

NOTES:

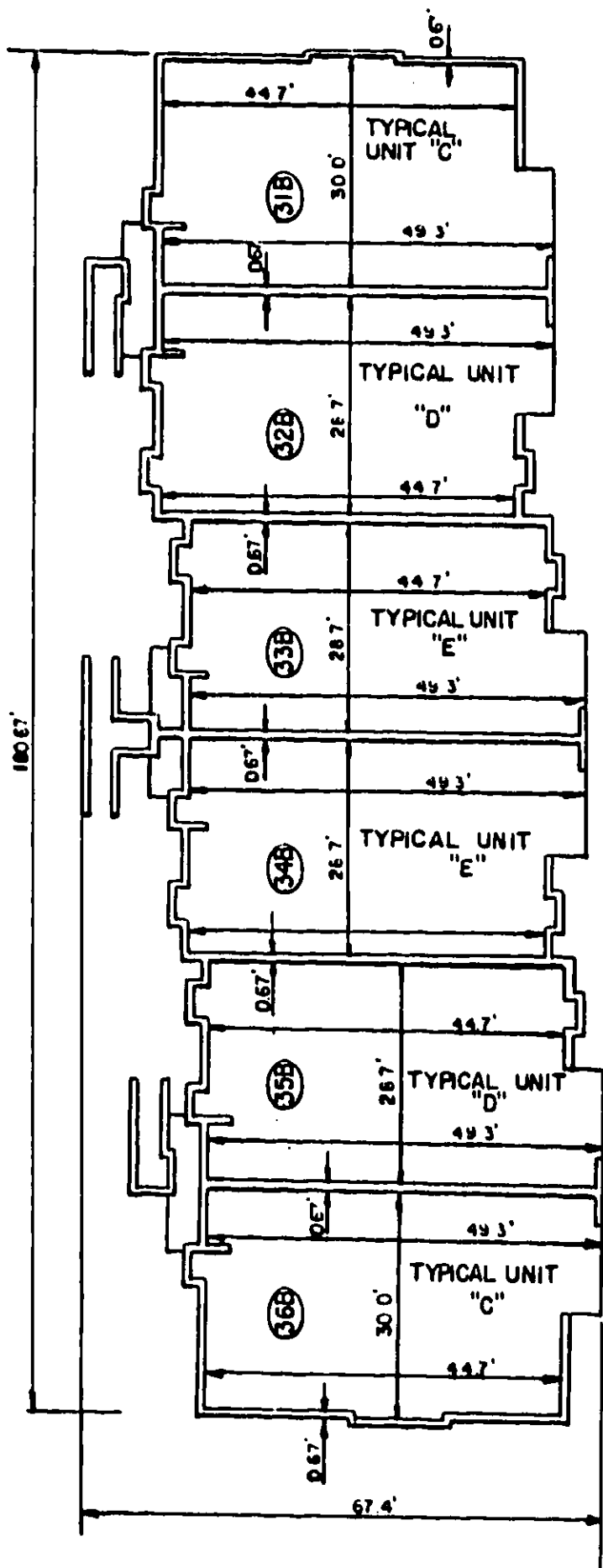
- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 14.00.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 10

HIDDEN GROVE PHASE 1 a condominium



SECOND FLOOR BUILDING EIGHT

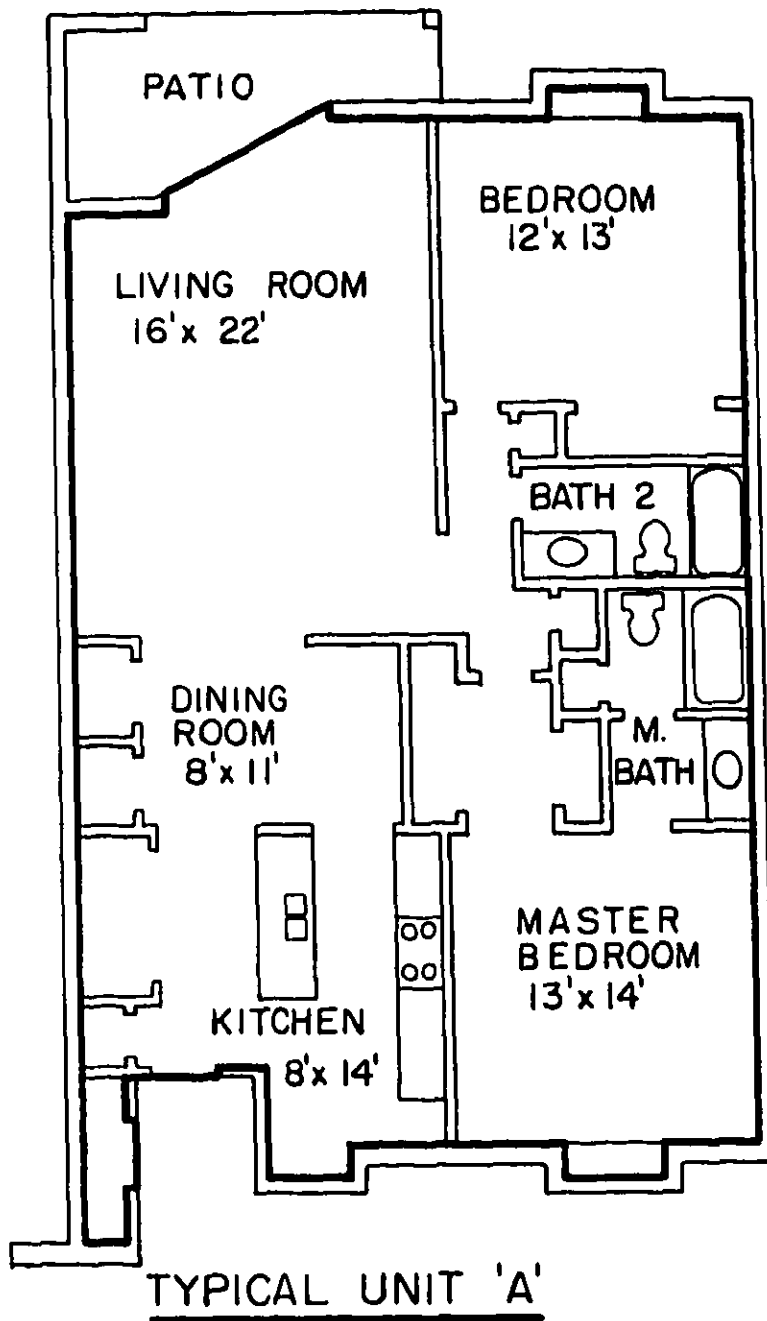


NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 23.50.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 11

HIDDEN GROVE
PHASE 1
a condominium

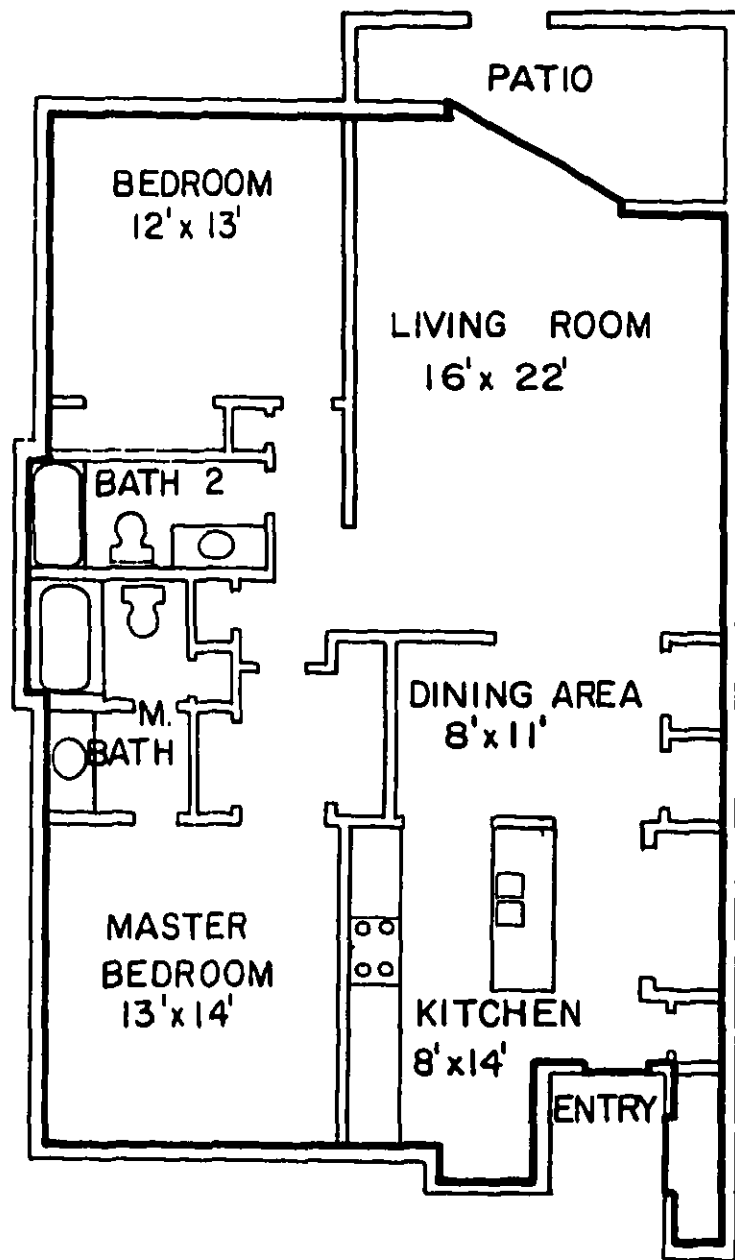


NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "A".
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 12

HIDDEN GROVE
PHASE 1
a condominium



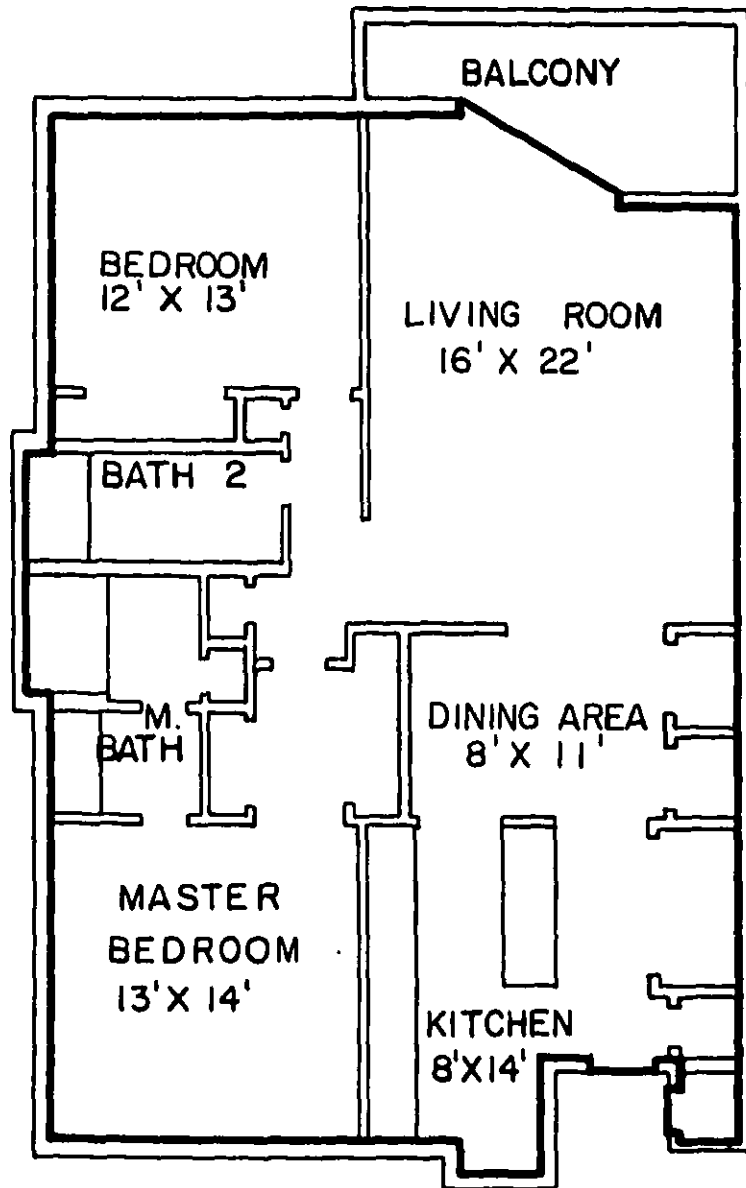
TYPICAL UNIT 'B'

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "B".
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 13

HIDDEN GROVE
PHASE 1
a condominium



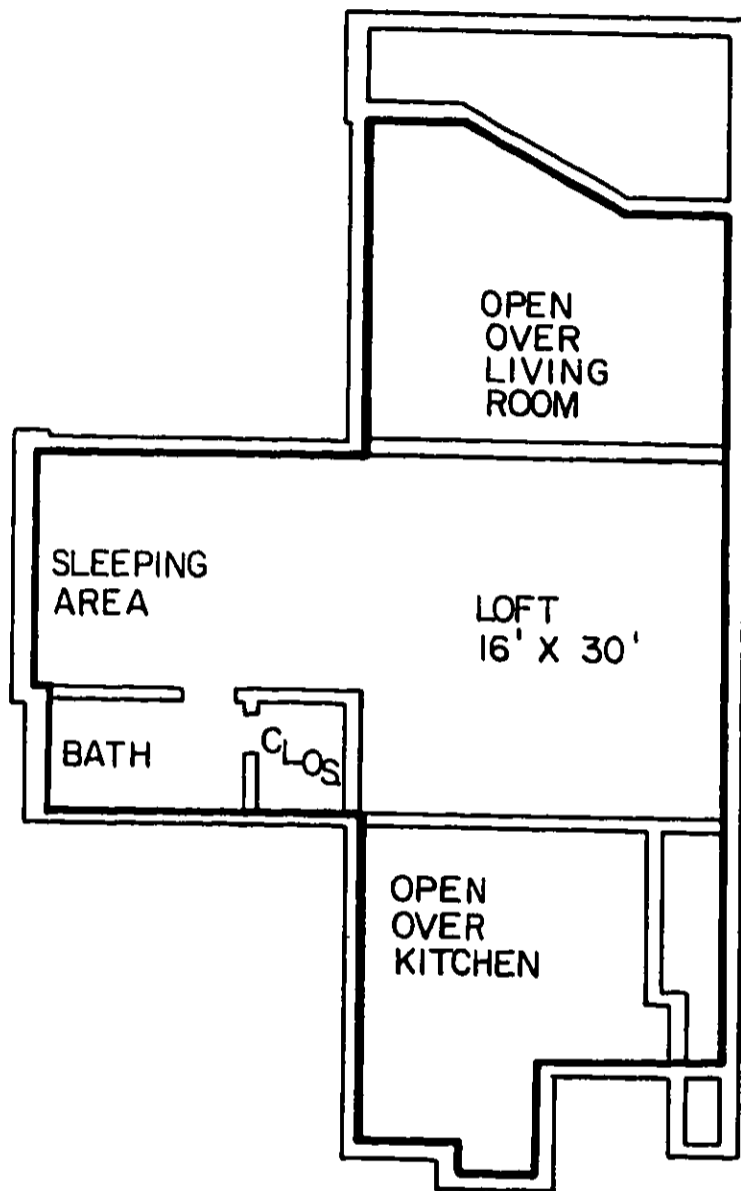
TYPICAL UNIT 'C' FIRST FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "C" - FIRST FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 14

HIDDEN GROVE
PHASE 1
a condominium



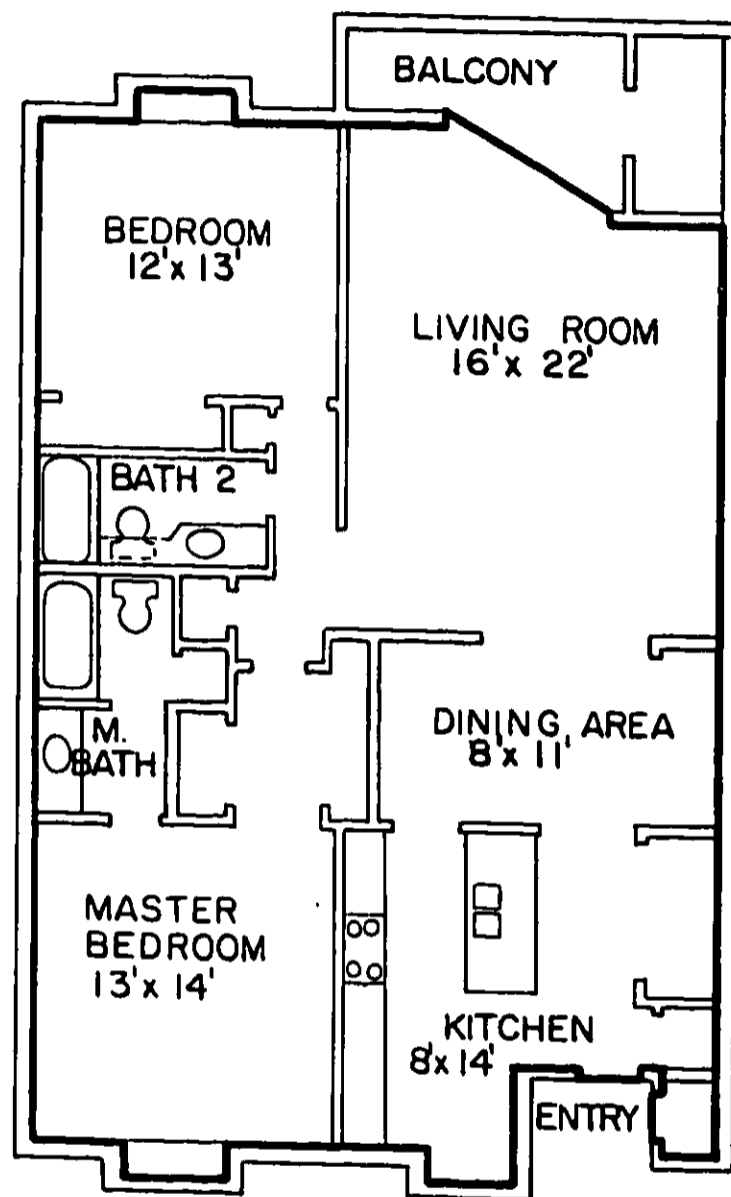
TYPICAL UNIT 'C' SECOND FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "C"-SECOND FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 15

HIDDEN GROVE
PHASE 1
a condominium



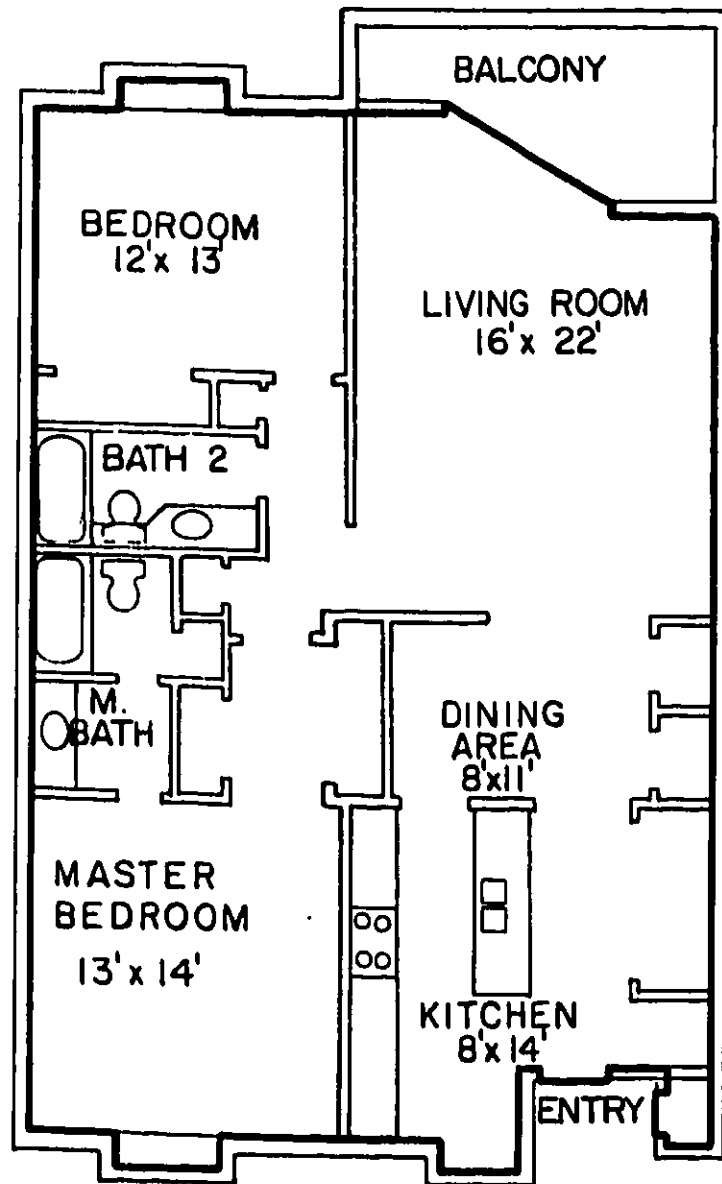
TYPICAL UNIT 'D'

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "D".
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE OF SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMETNS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 16

HIDDEN GROVE
PHASE 1
a condominium



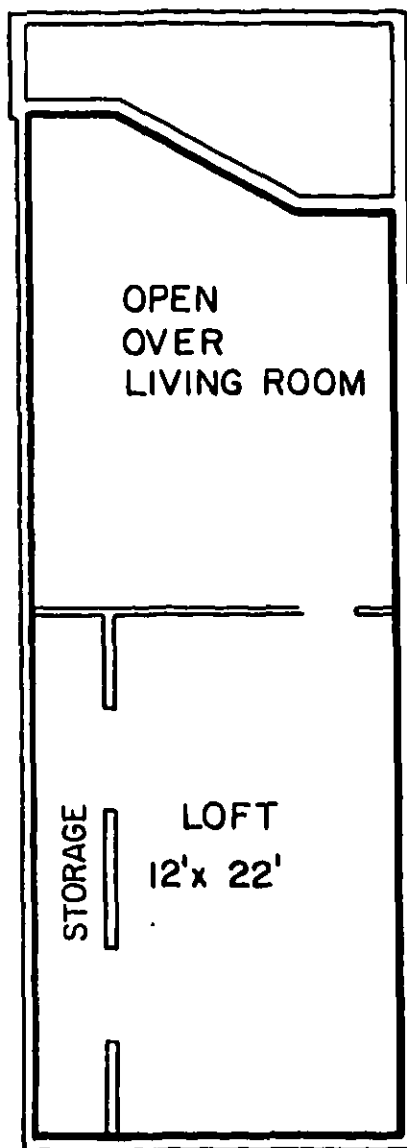
TYPICAL UNIT 'E' FIRST FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "E" - FIRST FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 17

HIDDEN GROVE
PHASE 1
a condominium



TYPICAL UNIT 'E' SECOND FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "E" - SECOND FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 18

SURVEYOR'S CERTIFICATE

for:

HIDDEN GROVE
PHASE 2
a condominium

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED ROBERT M. PACKARD, BY ME WELL KNOWN, AND COMMON TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS NOT COMPLETE, HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING "HIDDEN GROVE, A CONDOMINIUM PHASE TWO" IS AN ACCURATE REPRESENTATION OF THE LOCATION OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, AND LOCATION OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 3rd DAY OF JUNE, 1985, A.D.

BY:

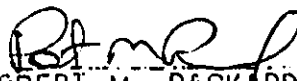

ROBERT M. PACKARD, P.L.S.
Reg. Florida Land Surveyor #3867

EXHIBIT "A"
SHEET 1

FREDLUND and PACKARD
LAND SURVEYORS, INC.

635 BREVARD AVENUE
COCOA, FLORIDA

P O BOX 778

(305) 632-6335

PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT LISTED
BELOW NOT VALID UNLESS EMBOSSED WITH SEAL

AL HOLMES

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2639

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HIDDEN GROVE PHASE 2 a condominium

DESCRIPTION:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Northwest 1/4 of the Southwest 1/4, and run N.00°13'36"W., along the West line of Section 14, a distance of 247.50 feet; thence N.89°40'17"E., parallel with the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 230.00 feet; thence S.00°19'43"E., perpendicular to said South line, a distance of 137.50 feet; thence N.89°40'17"E., parallel with said South line, a distance of 269.76 feet; thence S.00°13'36"E., parallel with said West line of Section 14, a distance of 110.00 feet to a point on said South line; thence S.89°40'17"W., along said South line, a distance of 500.00 feet to the Point of Beginning; containing 1.99 acres. Subject to all easements and rights of way of record.

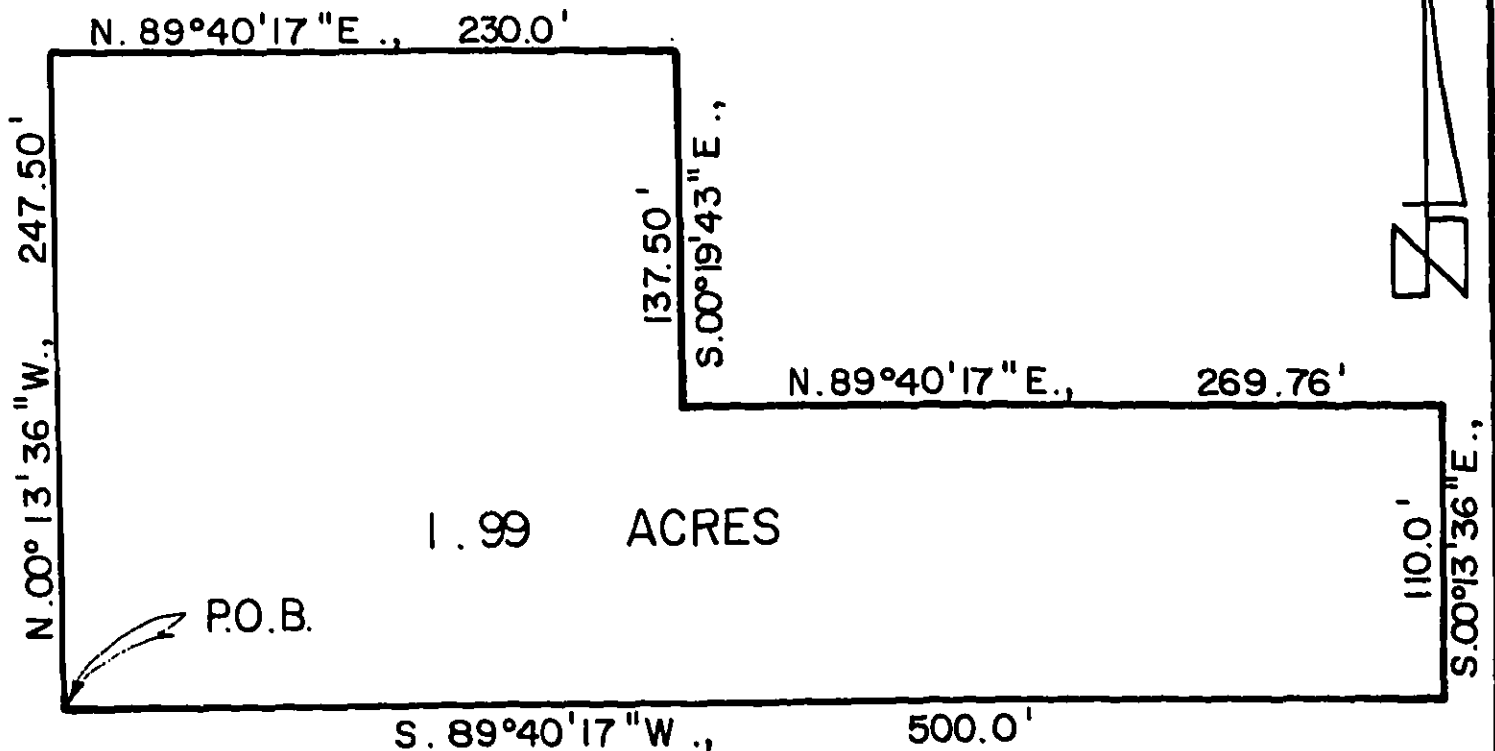
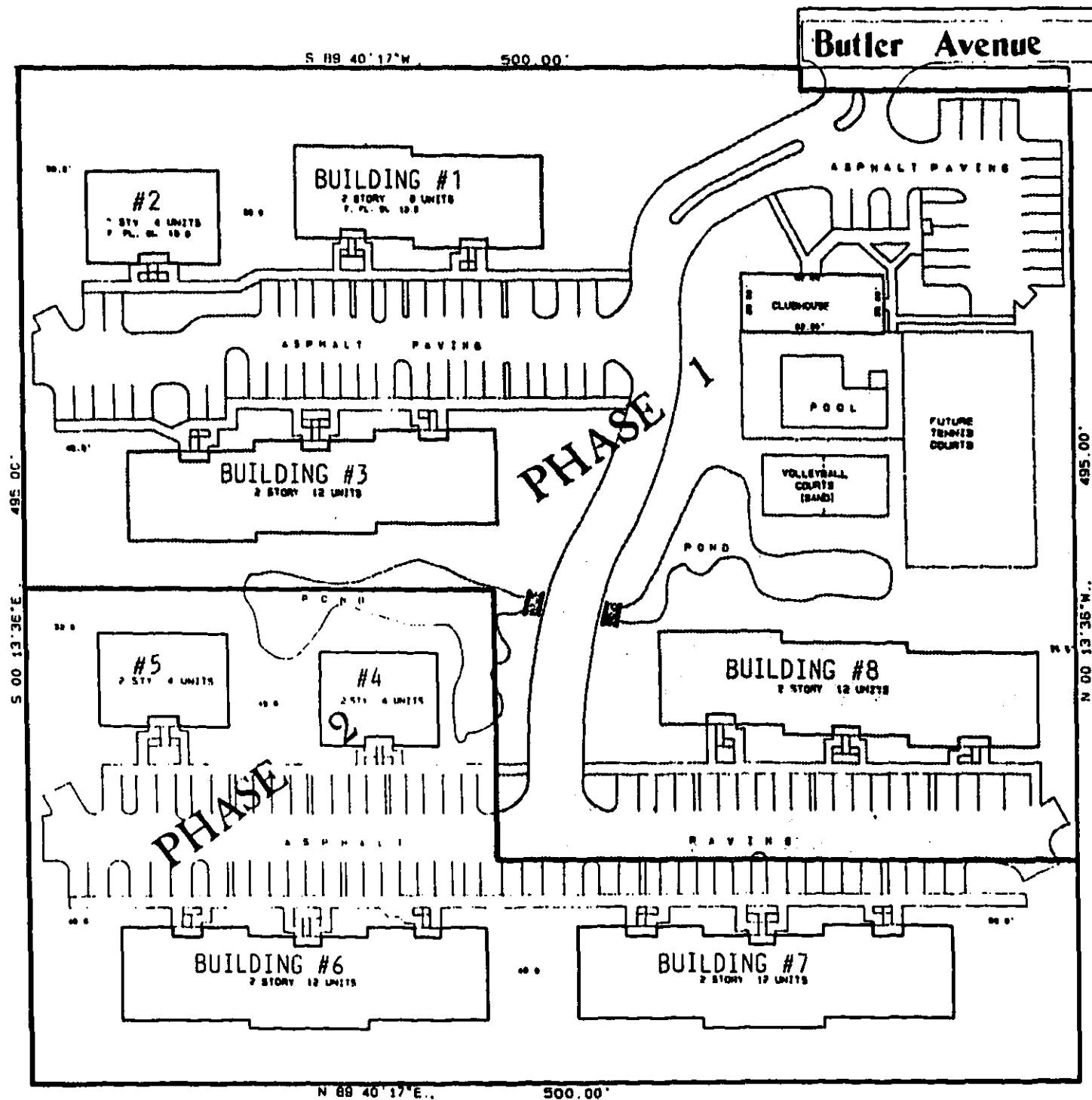


EXHIBIT "A"
SHEET 2 PAGE 1

OFF. REC.

HIDDEN GROVE PHASE 2 a condominium



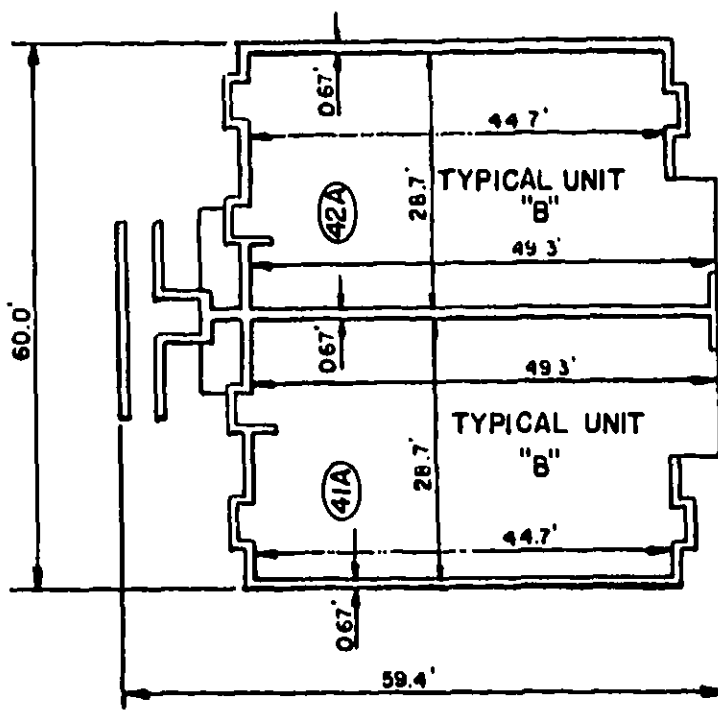
NOTES:

- 1.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.
- 2.) ALL AREAS EXCLUSIVE OF THE UNITS THEMSELVES ARE COMMON OR LIMITED COMMON ELEMENTS.

EXHIBIT "A"
SHEET 3

HIDDEN GROVE
PHASE 2
a condominium

FIRST FLOOR
BUILDING FOUR



NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 15.00.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 4

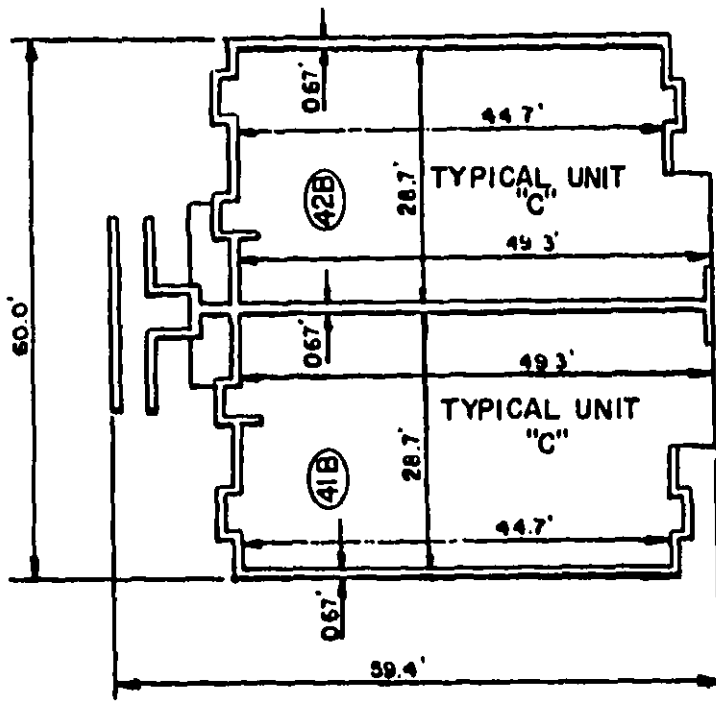
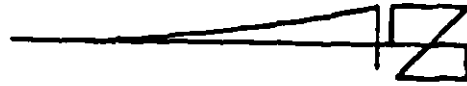
FREDLUND and PACKARD
LAND SURVEYORS, Inc.

OFF. REC:
2639

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1908

HIDDEN GROVE
PHASE 2
a condominium

SECOND FLOOR
BUILDING FOUR



NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 24.50.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 5

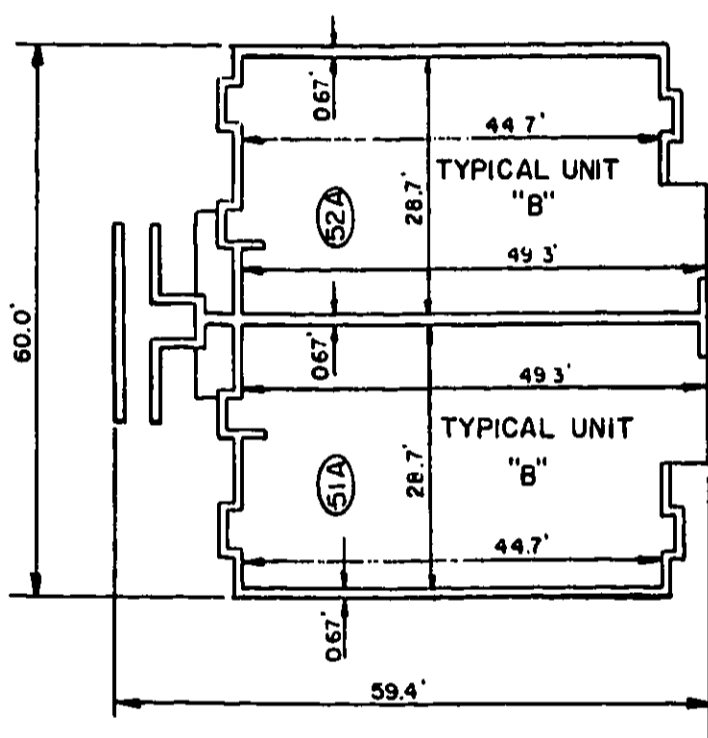
FREDLUND and PACKARD
LAND SURVEYORS, Inc.

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1909

HIDDEN GROVE
PHASE 2
a condominium

FIRST FLOOR
BUILDING FIVE



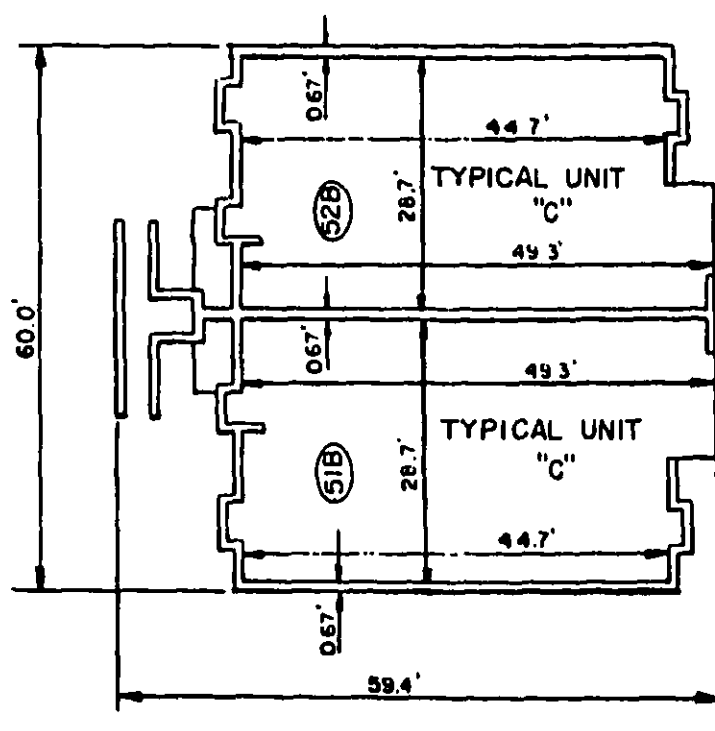
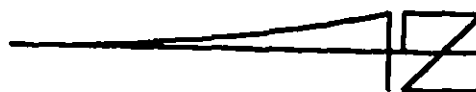
NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 15.10.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 6

HIDDEN GROVE PHASE 2 a condominium

SECOND FLOOR
BUILDING FIVE



NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 24.60.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

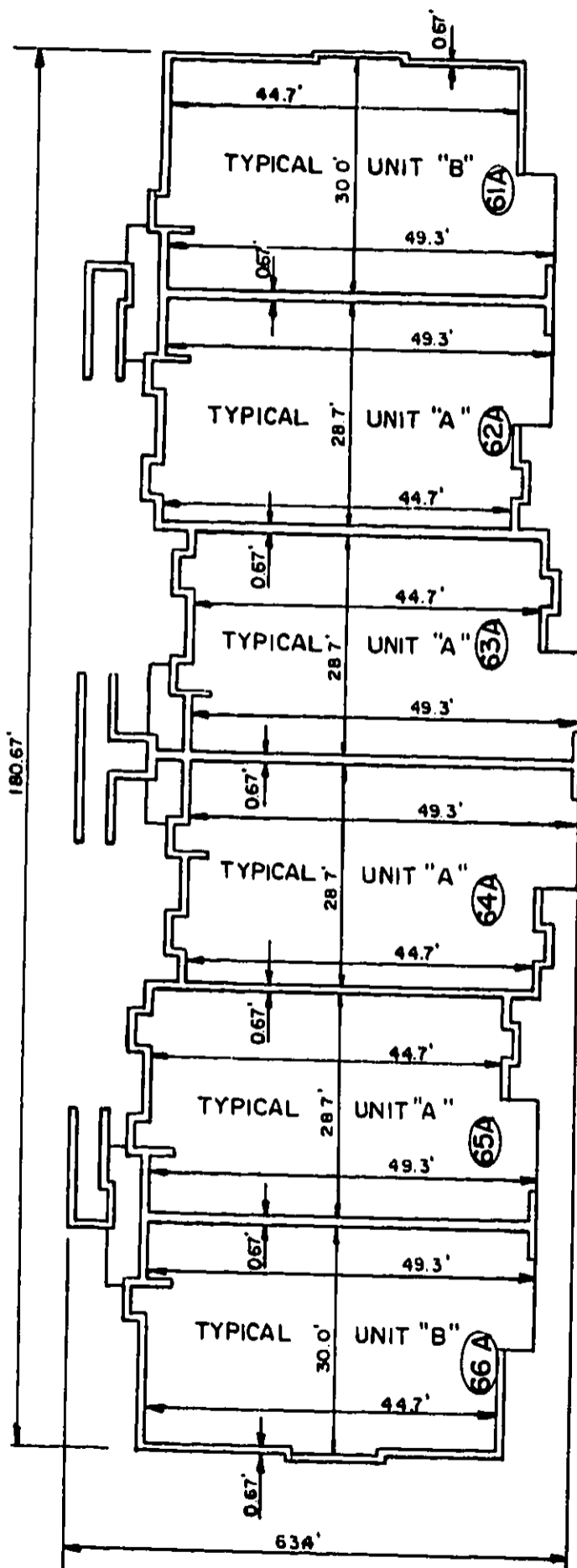
EXHIBIT "A"
SHEET 7

FREDLUND and PACKARD
LAND SURVEYORS, Inc.

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HIDDEN GROVE PHASE 2 a condominium



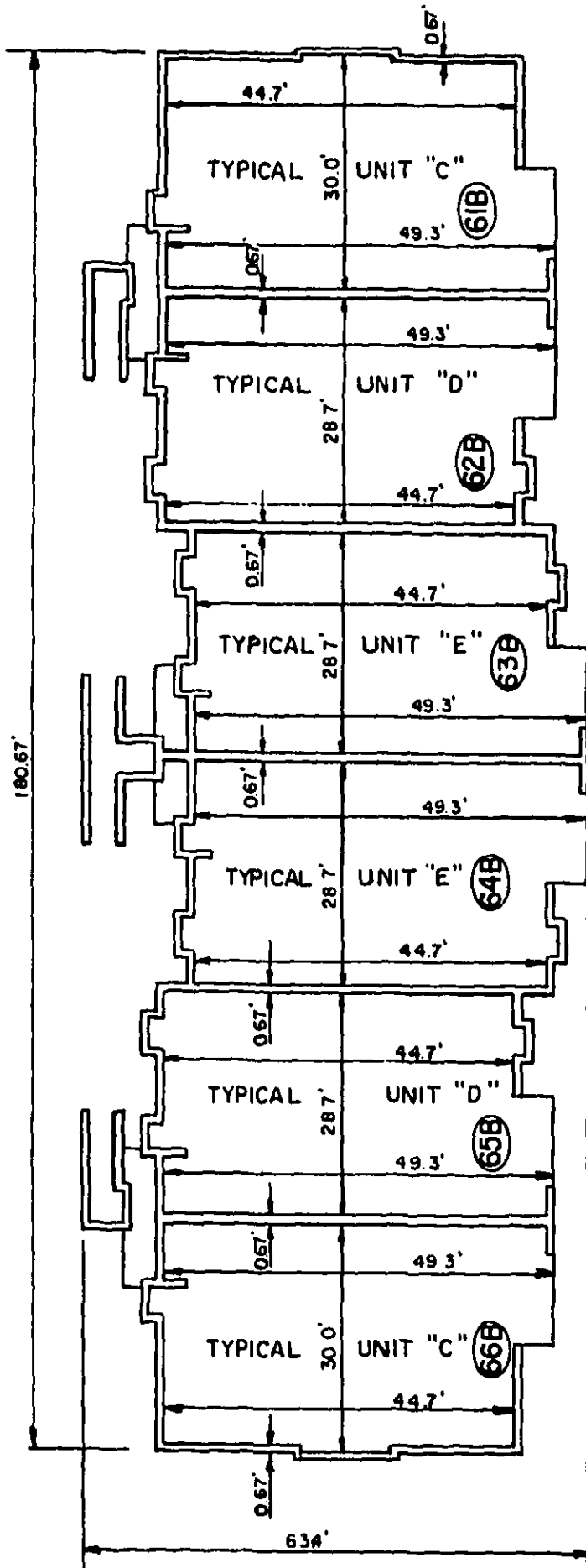
BUILDING SIX FIRST FLOOR

NOTES :

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 15.0.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 8

HIDDEN GROVE PHASE 2 a condominium



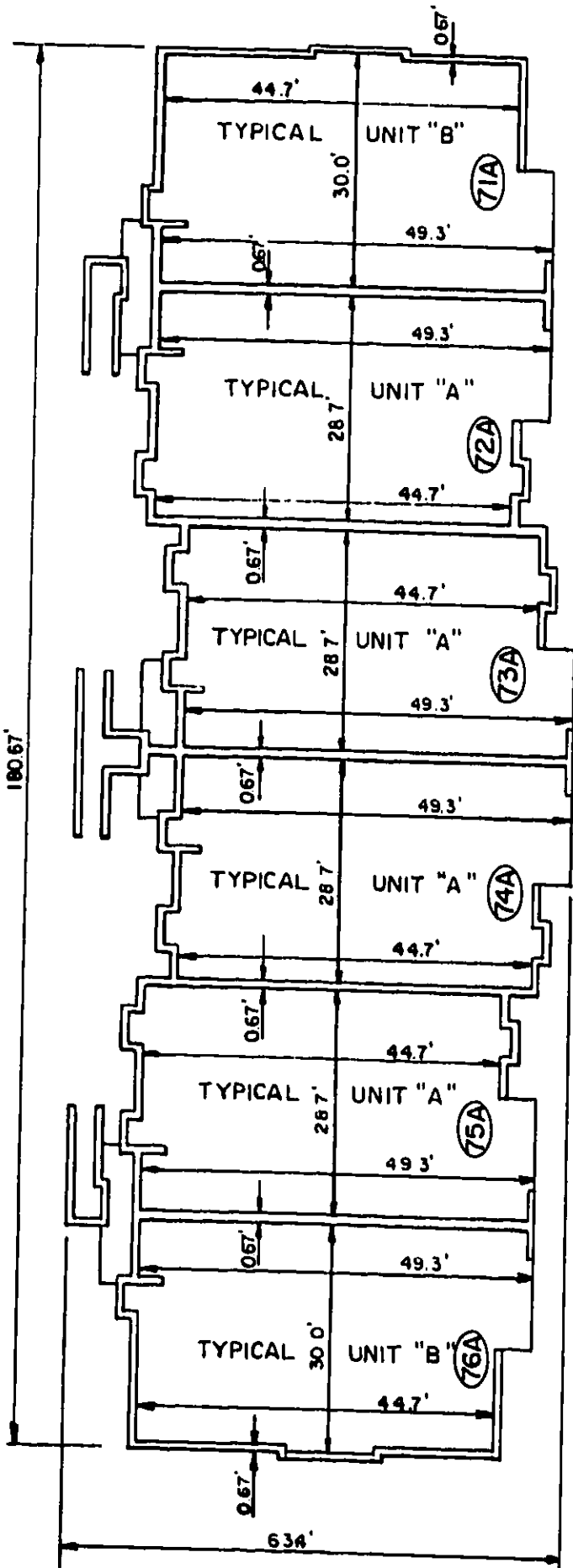
BUILDING SIX SECOND FLOOR

NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 24.50.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 9

HIDDEN GROVE PHASE 2 a condominium



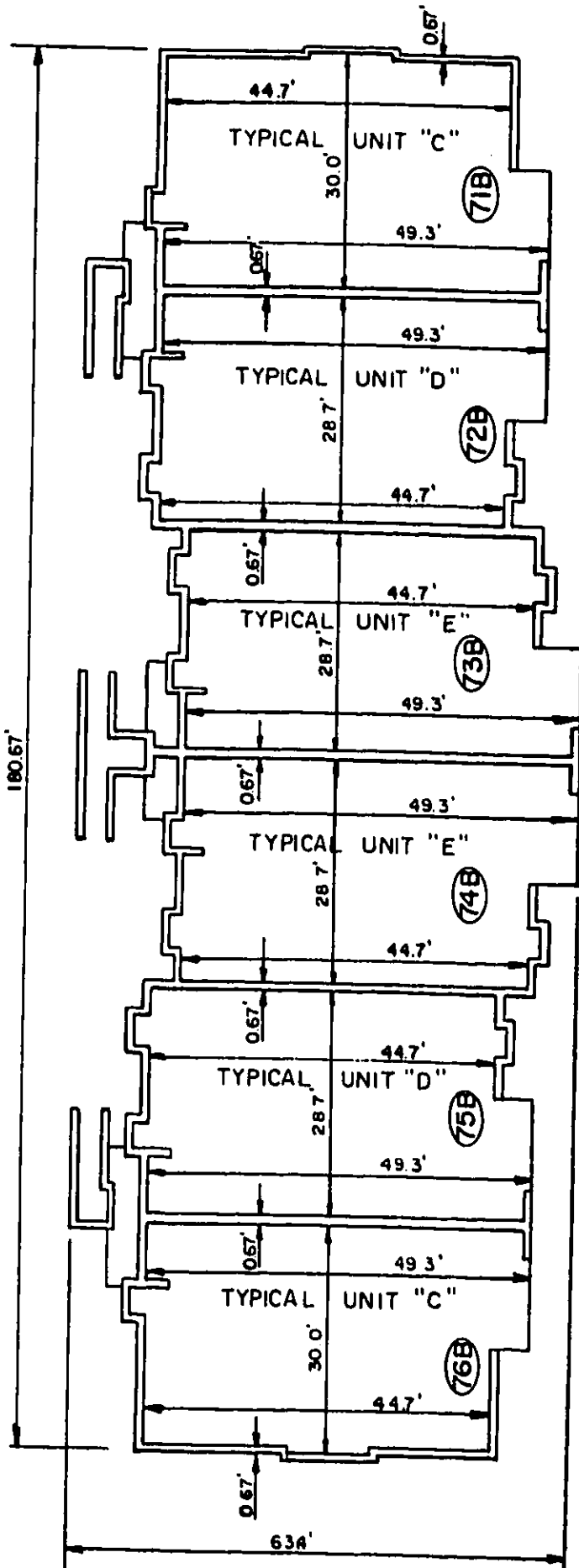
BUILDING SEVEN FIRST FLOOR

NOTES:

- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 13.60.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 10

HIDDEN GROVE PHASE 2 a condominium



BUILDING SEVEN SECOND FLOOR

NOTES:

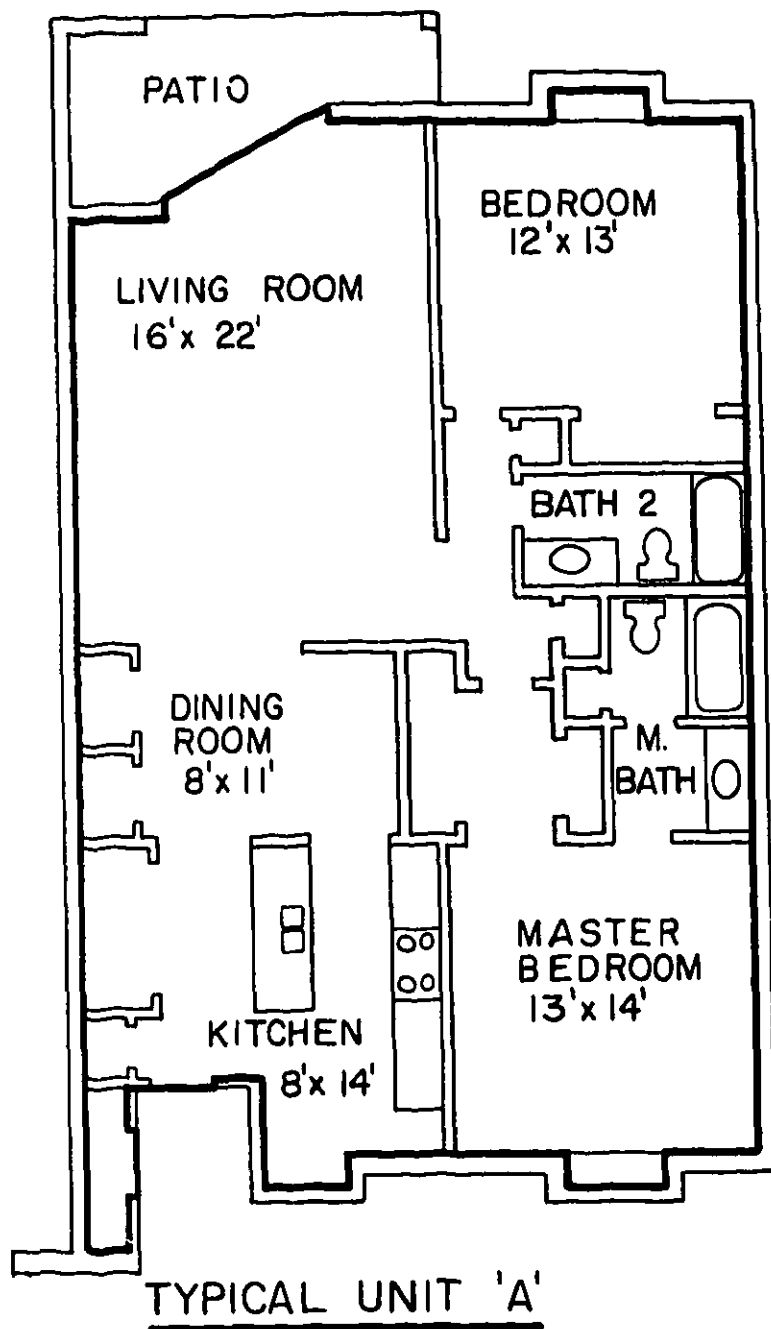
- 1.) THE PROPOSED FINISHED FLOOR ELEVATION = 23.10.
- 2.) THE IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

EXHIBIT "A"
SHEET 11

OFF. REC.
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PAGE

HIDDEN GROVE
 PHASE 2
 a condominium



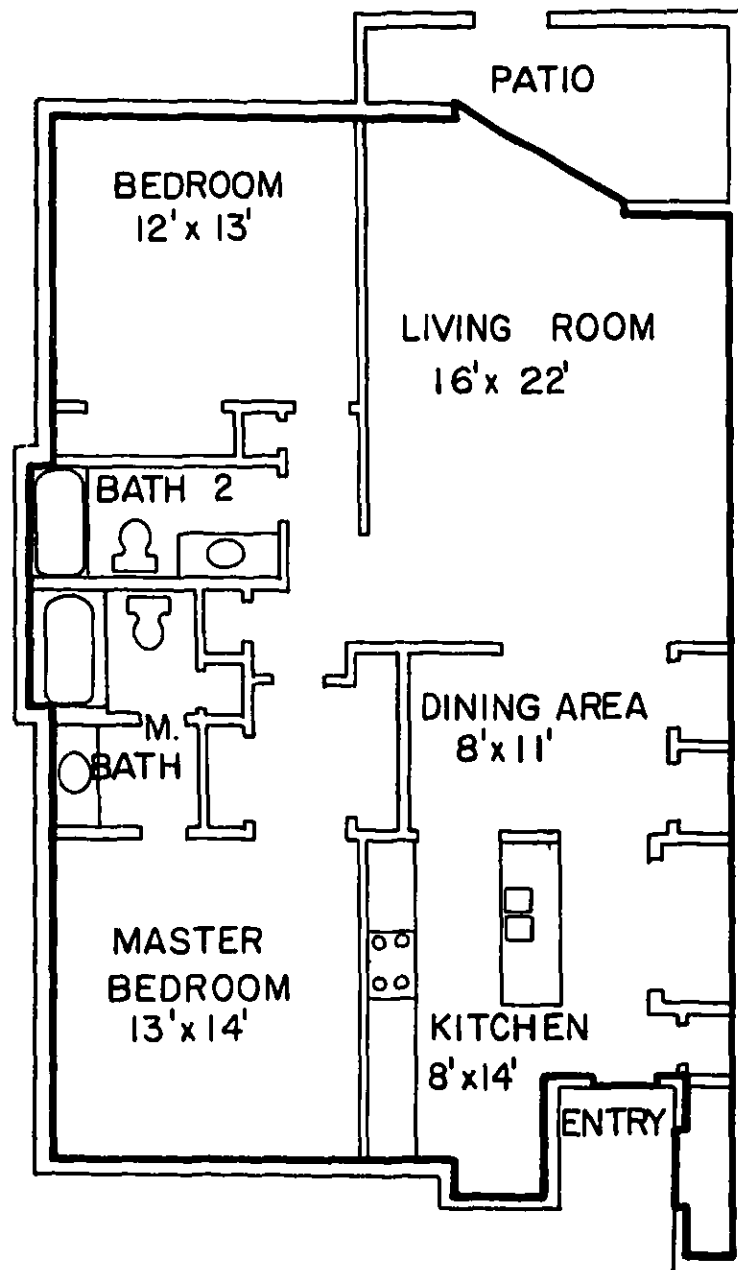
TYPICAL UNIT 'A'

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "A".
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
 SHEET 12

HIDDEN GROVE
PHASE 2
a condominium



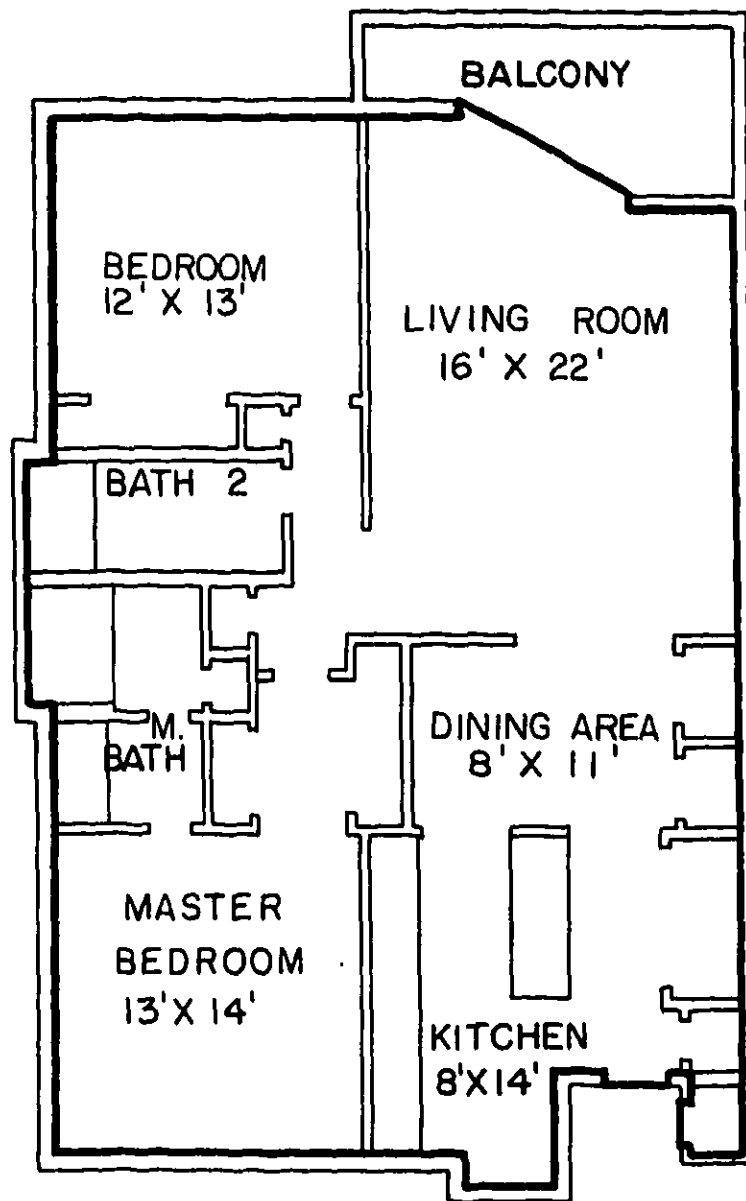
TYPICAL UNIT 'B'

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "B".
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 13

HIDDEN GROVE
PHASE 2
a condominium



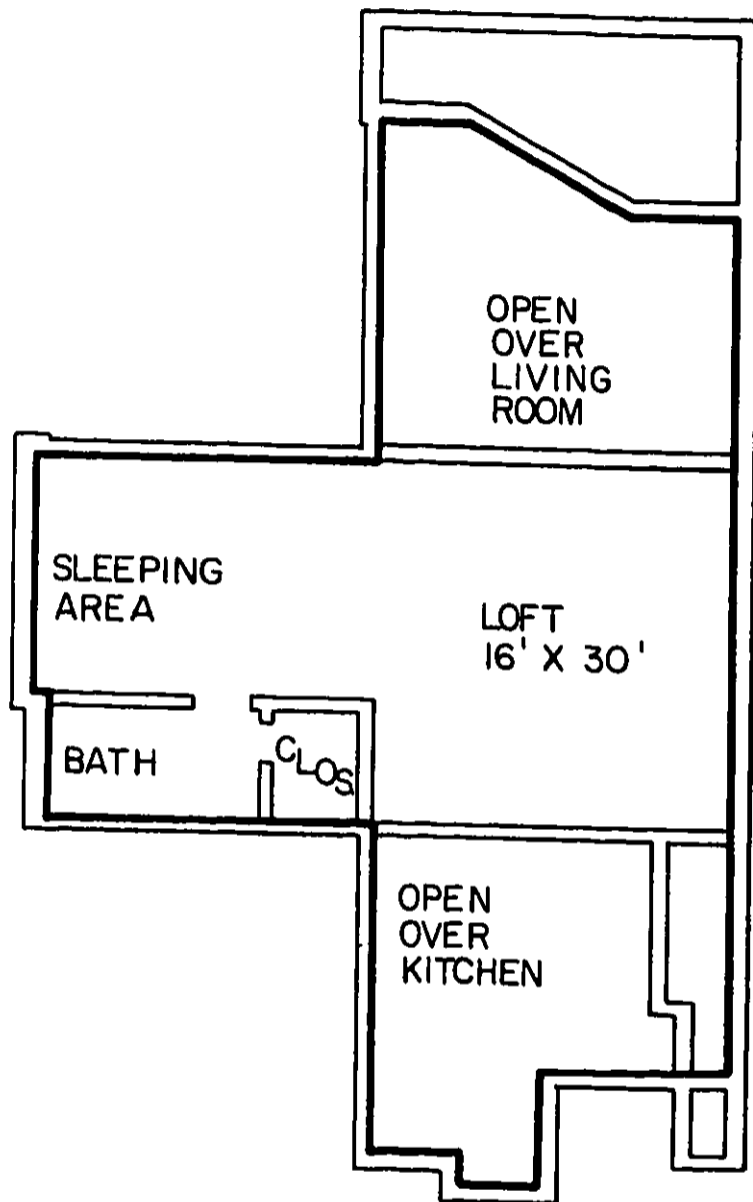
TYPICAL UNIT 'C' FIRST FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "C" - FIRST FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 14

HIDDEN GROVE
PHASE 2
a condominium



TYPICAL UNIT 'C' SECOND FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "C"-SECOND FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

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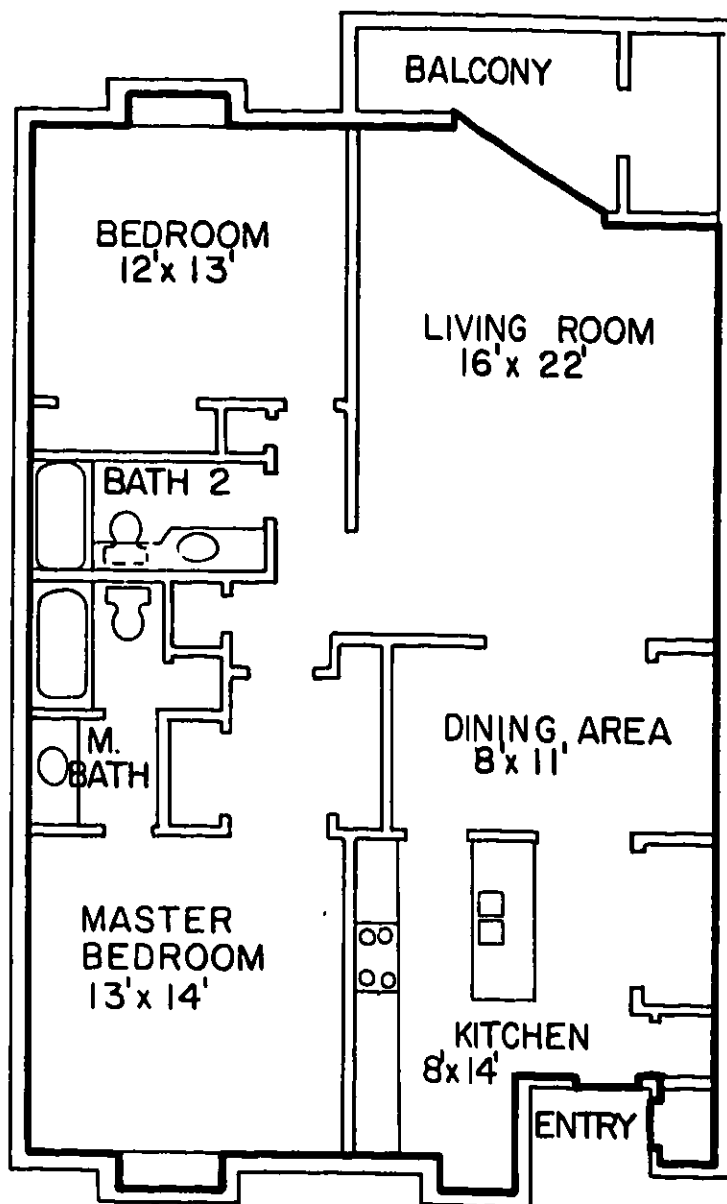
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HIDDEN GROVE
PHASE 2
a condominium



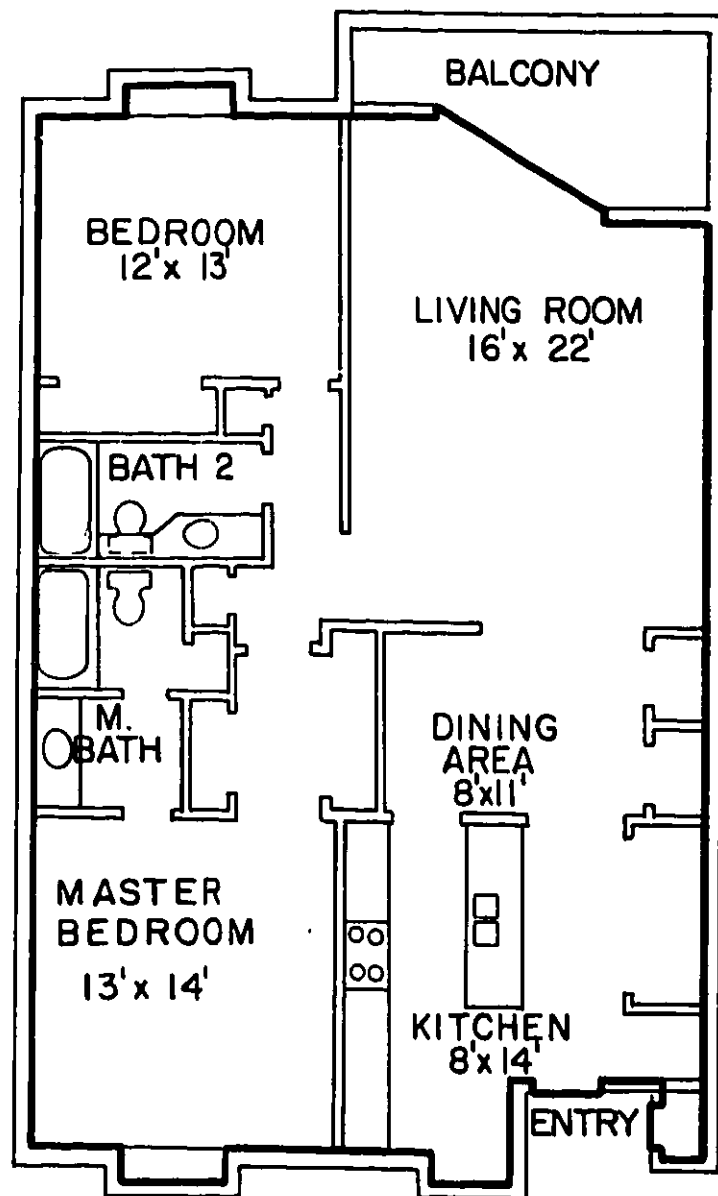
TYPICAL UNIT 'D'

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "D".
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE OF SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMETNS SHOWN ARE PROPSD.

EXHIBIT "A"
SHEET 16

HIDDEN GROVE
PHASE 2
a condominium



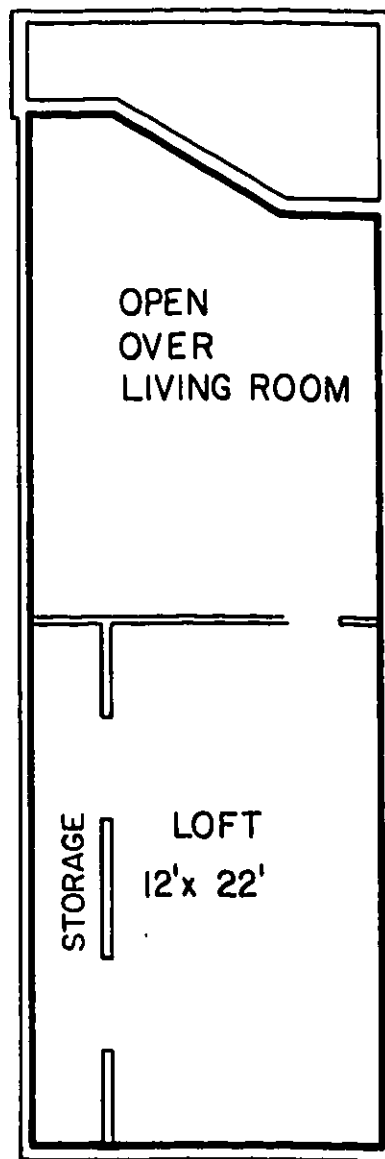
TYPICAL UNIT 'E' FIRST FLOOR

NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "E" - FIRST FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 17
PAGE

HIDDEN GROVE
PHASE 2
a condominium



TYPICAL UNIT 'E' SECOND FLOOR

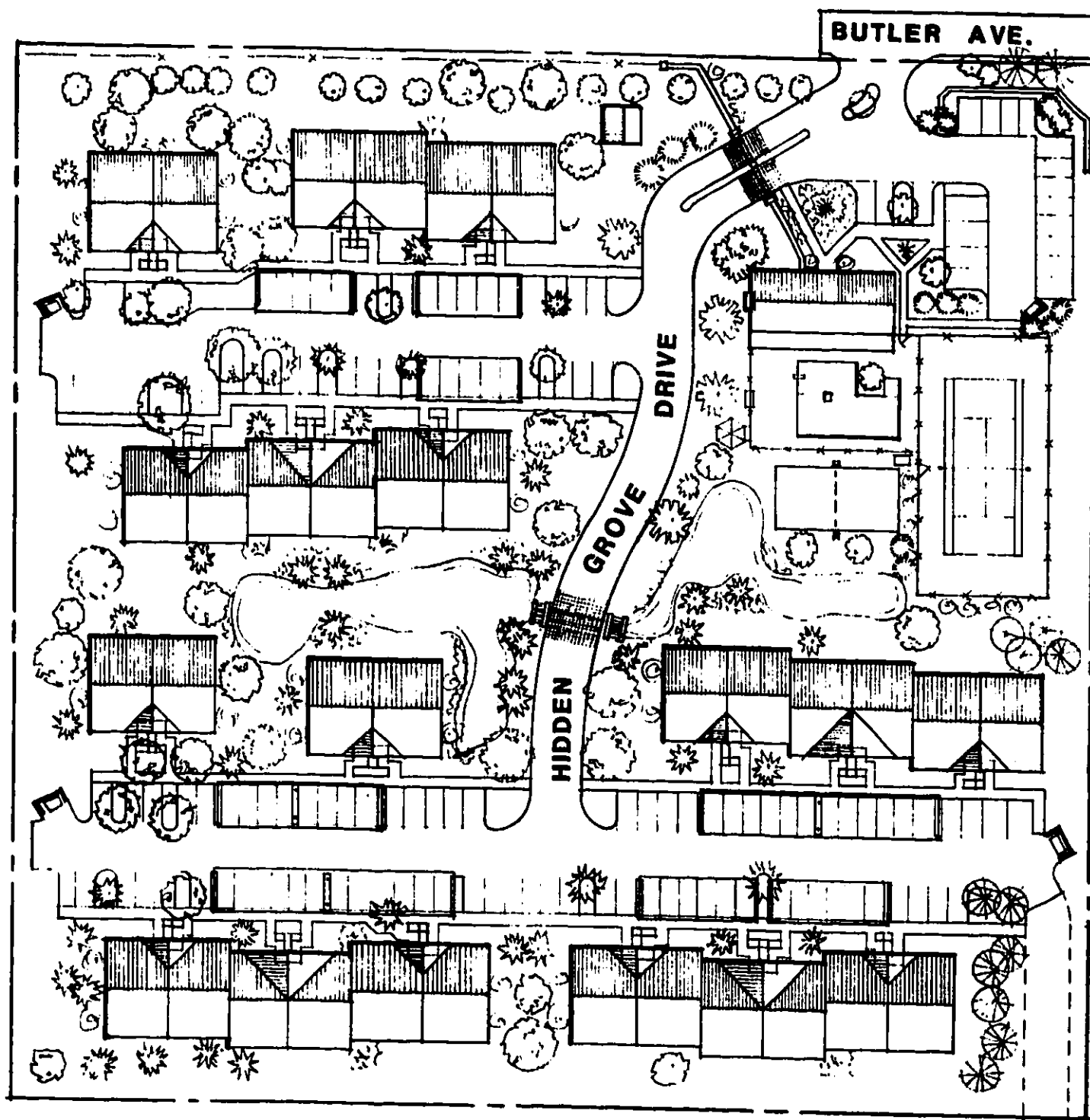
NOTES:

- 1.) THE FLOOR PLAN ABOVE IS TYPICAL OF UNIT "E" - SECOND FLOOR.
- 2.) THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW BASIC ROOM SIZES.
- 3.) THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
- 4.) THE IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT "A"
SHEET 18

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PLANNING BY

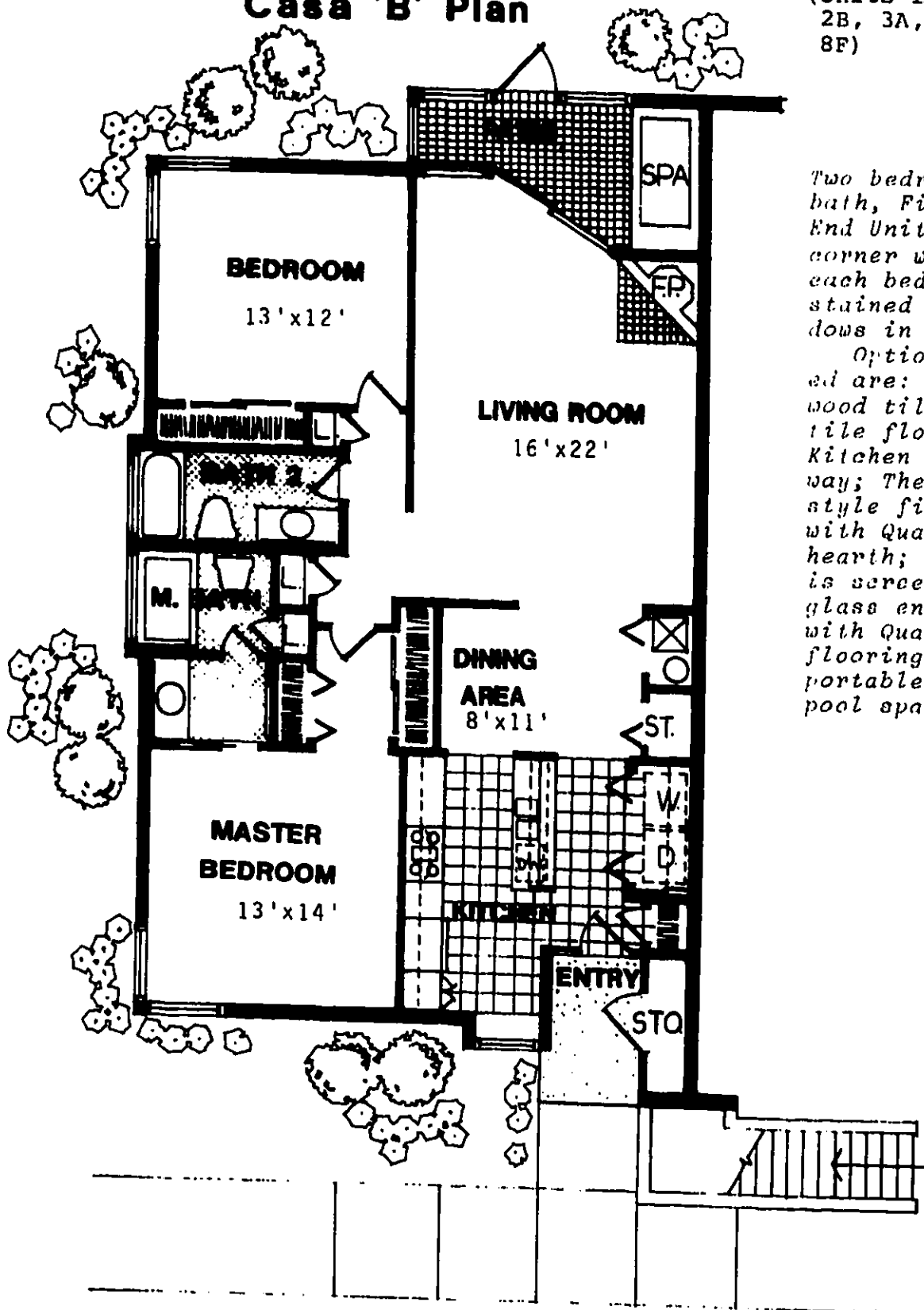


Site Plan

HIDDEN GROVE CONDOMINIUMS

Casa 'B' Plan

(Units 1A, 1D, 2A, 2B, 3A, 3F, 8A, 8F)



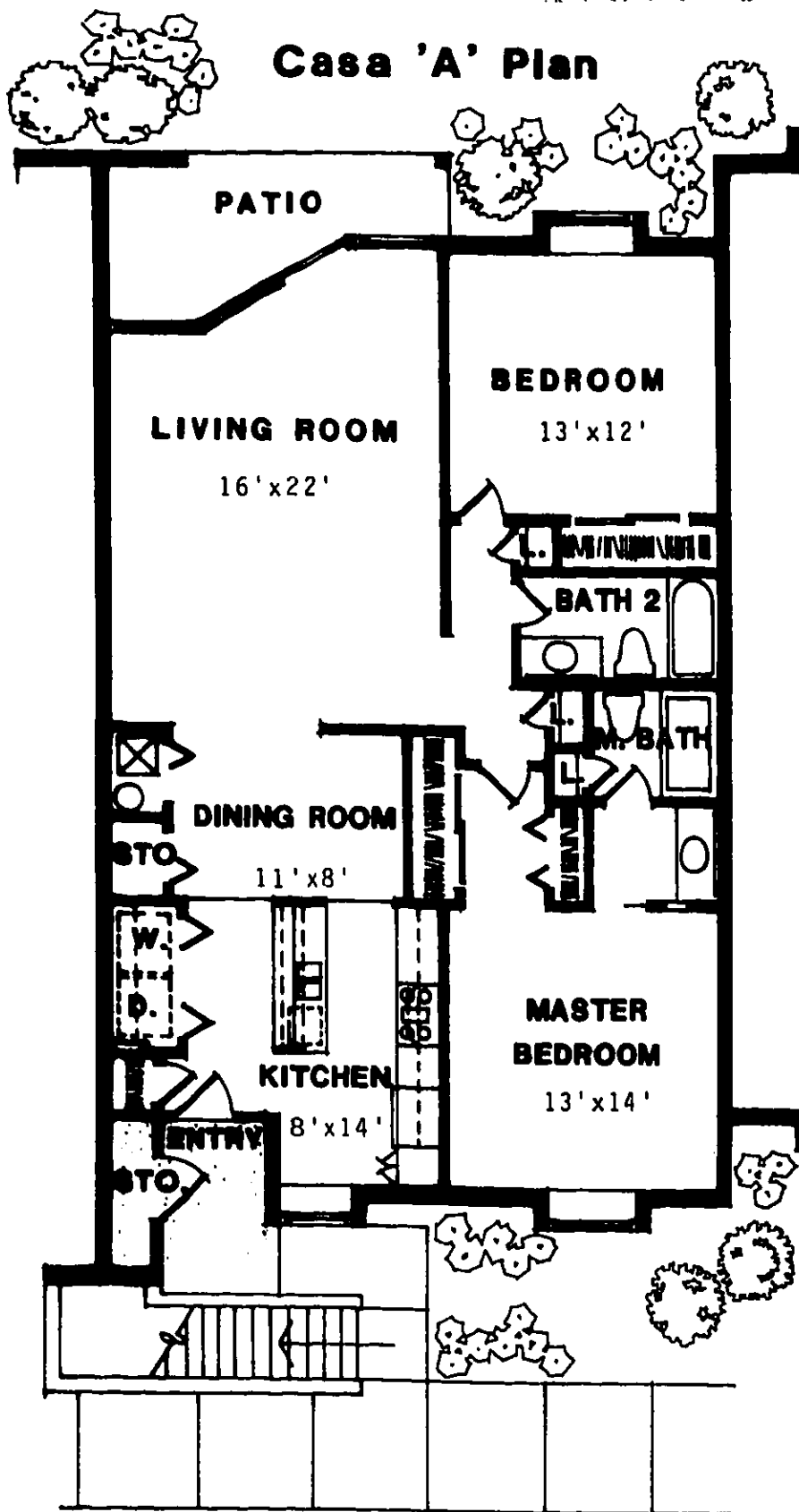
Two bedroom, two bath, First Floor End Unit with corner windows in each bedroom and stained glass windows in each bath. Options featured are: Parquet wood tile or Quarry tile floors in kitchen and entry way; The LaHoulette style fireplace, with Quarry tile hearth; The Patio is screened or glass enclosed with Quarry tile flooring and a portable whirlpool spa.

Riviera

1,461 SQ.FT.

Casa 'A' Plan

(Units 1B, 1C, 3B, 3C, 3D, 3E, 8B, 8C, 8D, and 8E)



Two Bedroom, two Bath, First Floor Core Unit. This base unit provides spacious living area with ample storage capacity.

The exterior entry way storage closet is large enough for bicycles to be safely stored.

Eight panel insulated steel entry doors with leaded glass side lights open onto the hallway and coat closet area.

The spacious open Kitchen has a large box window and a pass thru counter that can double as added work space for the laundry closet. Also included are quality Oak cabinets, pantry, self-cleaning oven, range with plug-in grille/griddle modules, dishwasher & garbage disposal.

The Dining area also contains more storage room.

The large (16'x22') Living room has eight foot sliding glass doors, opening to a private patio.

The spacious Bedrooms with their box seat windows have ample closet space with three linen closets for extra storage.

The Master Bedroom opens to mirrored closet doors and separate lavatory, with bath areas that feature custom-made cultured Marble Roman tub & vanity tops.

A large color selection is available in ceramic tiles & carpeting.

Catalina

1,454 SQ.FT.

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EXHIBIT "C"
Casa 'D' Plan

(Units 1F, 1G, 3H,
 3K, 8H, and 8K)

Second Floor Core Unit features private entry way, off an entry porch with solid wood decking and custom wrought iron railings. The living room ceiling is vaulted and pre-wired for ceiling fans.

Options featured are: washers and dryers, Riviera "Saturn" cabinets, Supermarket pantry unit with swing open shelves, Microwave oven-cabinet mounted over range, Corian counter tops and back splash. Parque wood tile or ceramic and quarry tile for Kitchen and entry way.

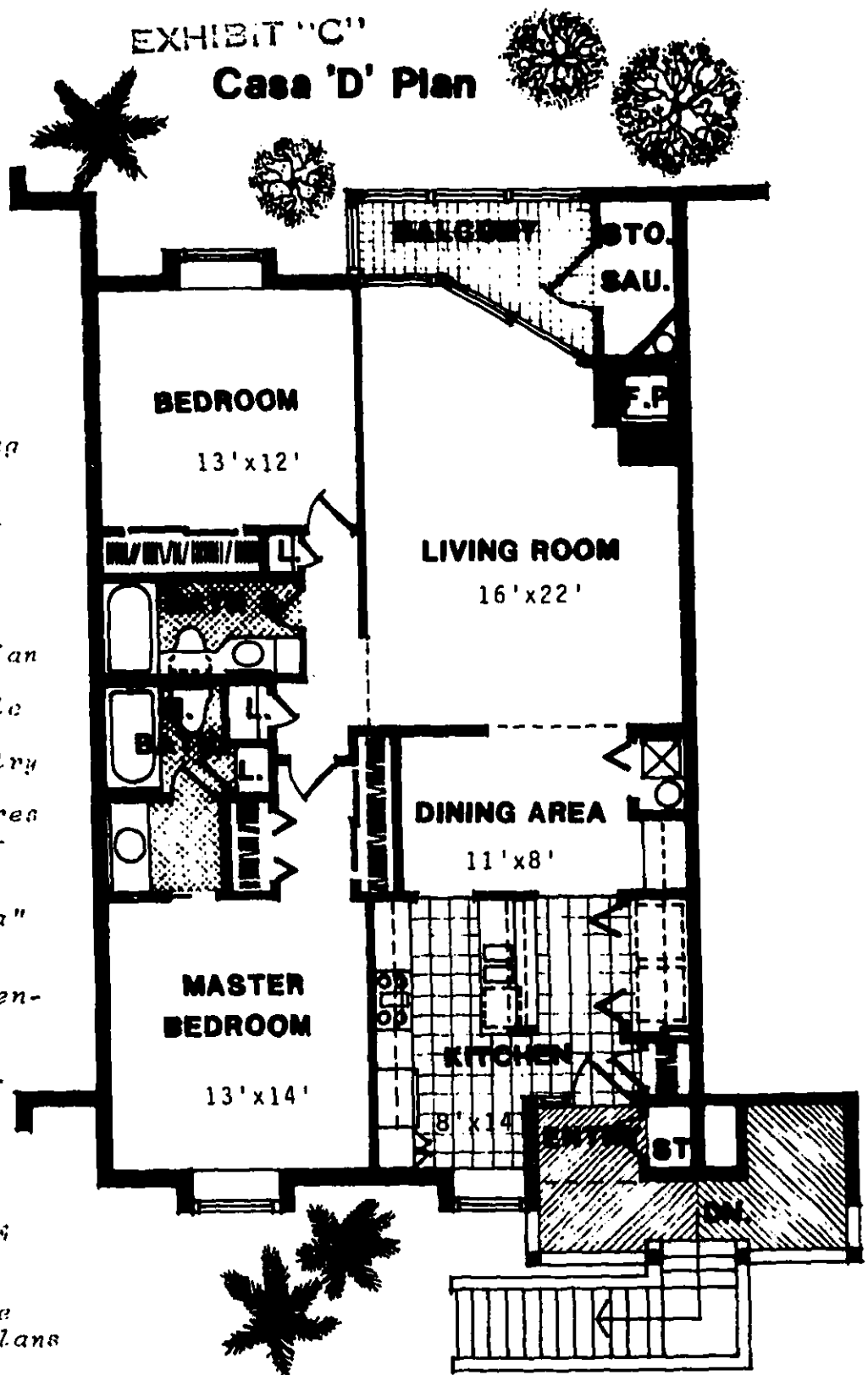
The Dining Room features a custom china hutch option.

The fireplace option featured is the "Allegra" corner unit with wood box.

The Patio may be screened-in, or sunroom glass enclosure with skylight panels may be installed. The corner may be enclosed for additional storage or a sauna.

The Bathrooms may be enhanced with whirlpool tubs, custom cabinetry & full length mirrors for your bathing pleasure.

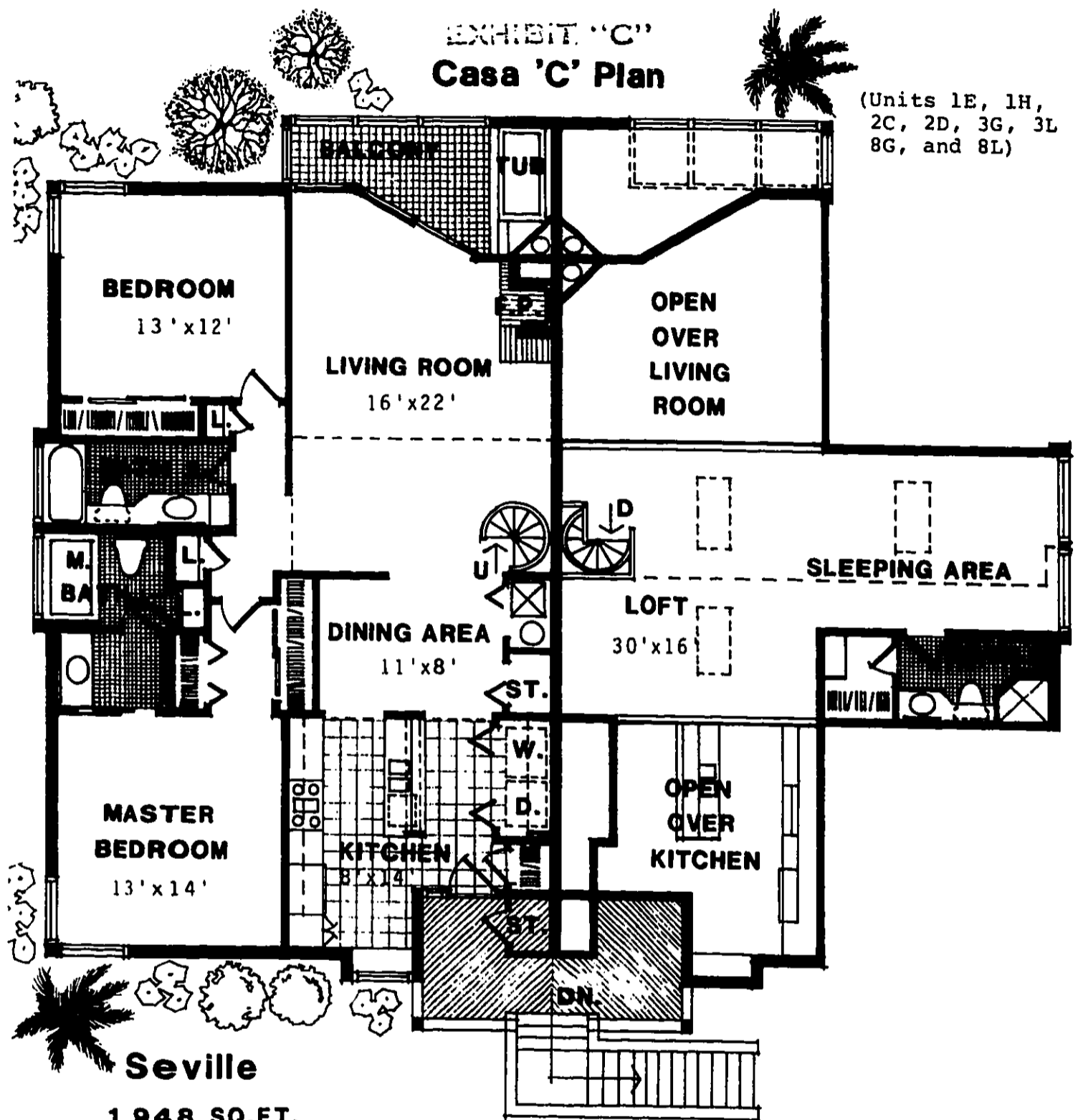
Options stated for the Casa 'B' and Casa 'C' Plans are also available for this unit.



Marbella
 1,454 SQ.FT.

EXHIBIT "C"
Casa 'C' Plan

(Units 1E, 1H,
2C, 2D, 3G, 3L
8G, and 8L)



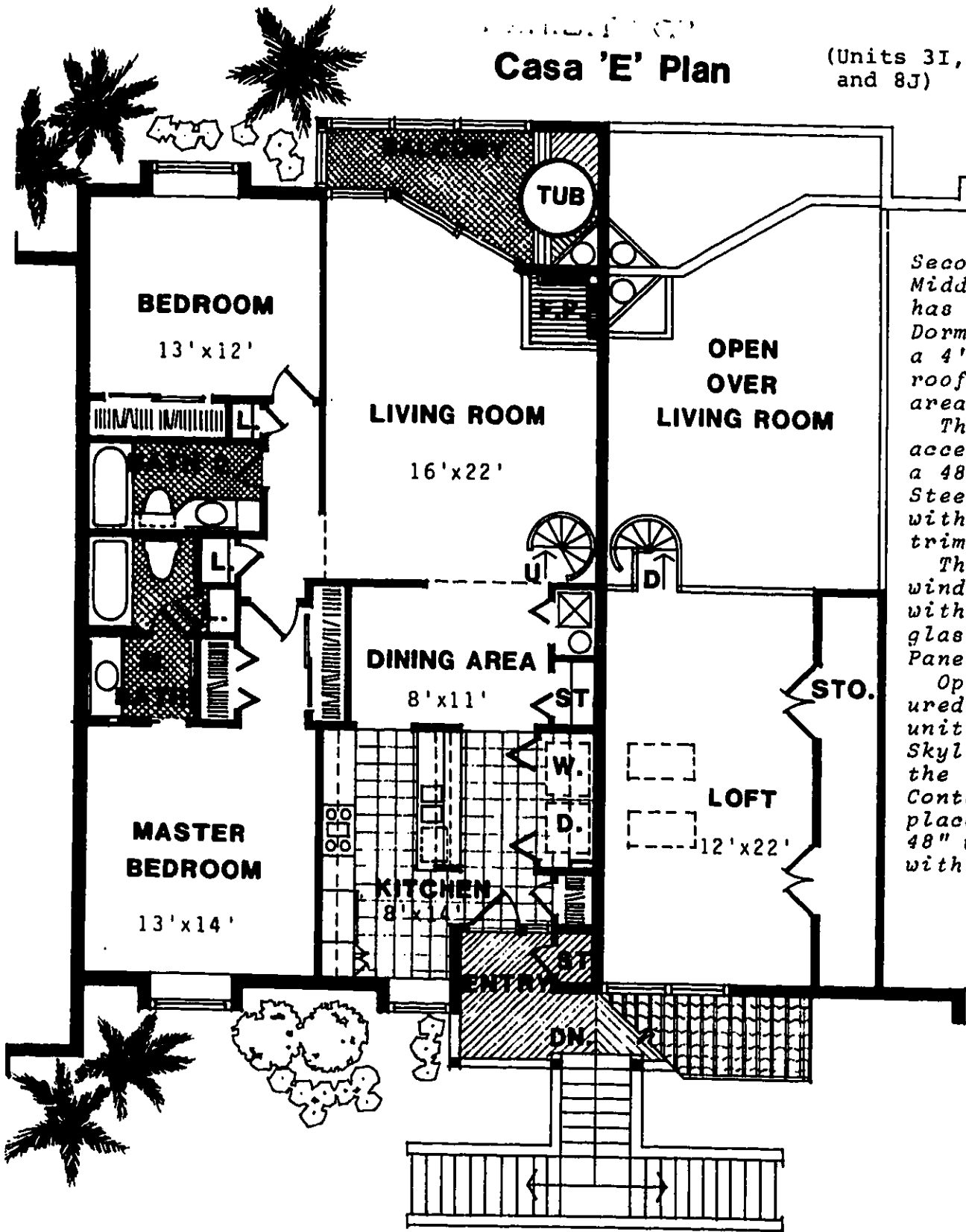
This second floor end unit features a 30'x16' loft that overlooks the Living Room and Kitchen, and is accessible from a 48" circular stairway. The optional Bathroom and closet shown here will convert the loft into a 3rd bedroom with bath.

Other options available are: 'Nantua' Fireplace, screened or glass enclosed balcony with skylight roof, portable whirlpool spa and platform. Operable skylight windows are available, and the grand Cathedral ceiling is pre-wired for ceiling fans throughout.

This spacious unit with its stained glass windows in the entry, baths, and loft area may also be equipped with any of the options featured in units A, B, D & E.

Casa 'E' Plan

(Units 3I, 3J, 8I,
and 8J)



Second Floor
Middle Core Unit
has a 12'x22'
Dormer Loft, and
a 4'x22' under-
roof storage
area.

The Loft is
accessible via
a 48" Circular
Steel Stairway
with decorative
trim available.

The dormer
window is capped
with a stained
glass Transom
Panel.

Options feat-
ured in this
unit are Operable
Skylight windows,
the 'Mikado'
Contemporary fire
place unit, and a
48" wd. Hot tub
with platform

Palermo

1,830 SQ.FT.

EXHIBIT D

RULES AND REGULATIONS
FOR
HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC.

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

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the condominium parcel owner causing such damage.

2.1 No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside or inside of unit without prior written consent of the Association.

2.2 No improvement may be constructed on the exterior of the building or the land upon which it is located without the written consent of the Association. This shall include, but not

be limited to, any additional buildings, terraces, sidewalks, driveways, walls, fences, and shall also include, but not be limited to, any structure attached to or constructed upon the outside roof or exterior of the building, including any awning, window, door, screen, jalousie, wall or other improvement.

2.3 No exterior paint shall be applied upon any building without the prior written consent of the Association.

2.4 All trash, garbage or refuse shall be deposited by the owners in a location provided by the Association, and no trash, garbage or refuse shall be deposited or be permitted to stand on the exterior of any building or in any hallways or stairways, except as provided.

2.5 Laundry, rugs or other articles shall be hung indoors.

2.6 No radio or television antennae or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.

2.7 Animals will be limited to small dogs, cats, birds and fish, and will be kept within the confines of the owner's apartment, except when the same are walked. All dogs will be curbed on the streets and nowhere else. Any pet constituting a nuisance shall, upon written demand of the Board of Directors, be removed from the premises by the owner of said pet within ten (10) days of said notification.

2.8 Each unit owner shall have an assigned parking space, which space shall be for the exclusive use of said owner. No other owner or guest of any owner shall park in said assigned parking space. Guests or tradesmen shall use the parking spaces assigned for their use and benefit. No motor vehicle shall be parked in such a way as to block the egress and ingress of other motor vehicles.

2.9 Television, radio and musical instruments must be used at such times as will provide a minimum of disturbance to other apartment owners. The use of musical instruments after 10:00 p.m. and before 10:00 a.m. is prohibited. Volume on radios or televisions must be turned down between 10:00 p.m. and 10:00 a.m. so as not to disturb other owners. No noises which constitute a nuisance to unit owners will be permitted at any time.

2.10 No peddling, soliciting or commercial enterprise of any kind is allowed.

2.11 No guest (including children) shall be allowed to stay more than six (6) months in unit without prior written consent of the Association.

2.12 No "For Sale" or "For Rent" signs may be displayed on the property, except by the Developer, except that the owner of each unit may place one (1) such sign on the property of a size and type customarily used by realtors in the area.

2.13 All screens, windows and exterior doors of units (except for outside paint) are the responsibility of the unit owner to maintain, repair and replace, but must be maintained and replaced with materials which are of the same design, color and quality which originally were installed, unless otherwise authorized by the Association.

2.14 There shall be no rentals of units for a period of less than three (3) months duration without the prior written approval of the Board of Directors.

3. CLUBHOUSE, SWIMMING POOL AND TENNIS COURT

Members and their guests using the clubhouse, swimming

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pool, tennis court, volleyball court and exercise room do so at their risk. Members are responsible for cleaning up any facility as soon as they have finished using it. Members and their guests are requested to obey the posted swimming pool rules. Children under twelve (12) years using the pool and facilities of the recreation area must be accompanied and supervised by a responsible adult.

3.1 Swimming in the pool is permitted between the hours of 8:00 a.m. and 10:00 p.m. Since the pool is not guarded, persons using this facility do so at their own risk. Persons using these facilities must be appropriately attired.

The following are the basic rules for persons using the pool:

3.1.1 Shower thoroughly each and every time before entering the pool.

3.1.2 Bathing caps are to be worn by all persons having long hair.

3.1.3 Pneumatic floats or other items of similar nature, except small rafts and swimming aids, are not permitted in the pool.

3.1.4 Pets are forbidden in the general pool area.

3.1.5 Running and/or ball playing or throwing objects is not permitted in the general pool area.

3.1.6 Eating or drinking in the pool is prohibited.

3.1.7 Beverages may be consumed within the pool areas, but extreme care must be taken that absolutely NO GLASS, GLASS bottles or other GLASS containers be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.

3.1.9 If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the President of the Association, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

BY ORDER OF THE BOARD OF DIRECTORS
OF HIDDEN GROVE CONDOMINIUM
ASSOCIATION, INC.

Shirley M. Holmes
Alan A. Holmes

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EXHIBIT E



I certify that the attached is a true and correct copy of the Articles of Incorporation of HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 4, 1985, as shown by the records of this office.

The charter number of this corporation is N06966.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
7th day of January, 1985.



A handwritten signature in cursive script, which appears to read "George Firestone".

George Firestone
Secretary of State

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NO6966

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ARTICLES OF INCORPORATION
OF
HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC.

1935 JAN -4 PM 2:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I - NAME

The name of the Corporation shall be: HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC. For convenience the Corporation shall be referred to in this instrument as the "Corporation".

ARTICLE II - PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1983, for the operation of the Corporation, a condominium located upon certain lands in Brevard County, Florida, legally described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE III - POWERS

- A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.
- B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the condominium, and the regulations of the condominium.
- C. The Corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not-For-Profit", now or hereafter in force, and to do all of the things necessary to carry out its operations as a natural person might or could do.
- D. The Corporation shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 718 of the Florida statutes entitled "The Condominium Act", now or hereafter in force.
- E. No compensation shall be paid to the Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Corporation.
- F. All funds and the titles of all properties acquired by this Corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units), in accordance with the provisions of the Declaration of Condominium and its supporting documents.
- G. All of the powers of this Corporation shall be subject to, and shall be exercised in accordance with, the provisions of

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the Declaration of Condominium, together with its supporting documents which govern the use of the land. 1985 JAN -4 PM 2:16

H. The Corporation shall be authorized to contract for the management of the condominium and to delegate to such management all such powers and duties of the Association that are necessary in the opinion of the Directors of the Association for manager to effectively manage the same.

I. The Corporation shall be empowered to acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interest in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, swimming pools and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, use or benefit of the unit owners.

J. The Corporation shall be empowered to employ personnel to perform the services required for proper operation of the condominium.

ARTICLE IV - MEMBERSHIP

The qualification of members, the manner of their admission and voting by members shall be as follows:

A. This Corporation shall be organized without any capital stock.

B. All unit owners of condominium parcels in the Corporation shall be members of the Corporation and no other persons or other entities shall be entitled to membership, provided, however, that until such time as the Declaration of Condominium for the Corporation has been placed of record in the Public Records of Brevard County, Florida, the owners of the land upon which said condominium apartment building is being erected shall constitute the members of the Corporation.

C. Membership in the Corporation shall be established by the following methods:

1. The owners of the vacant land upon which the condominium is being erected shall be members of the Corporation until such time as the Declaration of Condominium has been recorded, after which time their membership shall cease, except that it shall continue with reference to any individual condominium parcel still owned by the owners of any said land.

2. Other persons shall become members of the Corporation by the recording in the Public Records of Brevard County, Florida, of a deed or other instrument establishing a change of record title to a condominium parcel (apartment unit) and the delivery to the Corporation of such instrument, the new owner designated by such instrument thereby becoming a member of the Corporation, and the membership of the prior owner shall at that time be terminated.

D. The interest of any member in any part of the real property or in the funds and assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium parcel (apartment unit).

E. Voting by the members of the Corporation in the affairs of the Corporation shall be on the basis of one (1) vote for the owner or owners of each condominium parcel (apartment unit). Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Corporation.

ARTICLE V - CORPORATE EXISTENCE

A. The Corporation shall be in existence in perpetuity unless at some time in the future the condominium project which it was formed to serve shall cease to exist.

The Corporation may be terminated by termination of the condominium in accordance with the conditions as set forth in the Declaration of Condominium.

ARTICLE VI - DIRECTORS

A. The business of this Corporation shall be conducted by a Board of Directors of not less than three (3) Directors nor more than nine (9) Directors, the exact number of Directors to be fixed from time to time by the By-Laws of the Corporation. The original number of Directors shall be three (3). The officers of the Corporation will be elected by and from the Board of Directors and the Board of Directors will, through its officers, manage the affairs of the Corporation. New Directors shall be elected at the annual membership meeting which will be held on the 1st Tuesday in December of each year, unless otherwise changed by the majority of the members of the Corporation. New members of the Board of Directors may be sooner elected in accordance with Chapter 718 of the Florida Statutes, known as "The Condominium Act".

B. The election of Directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the provisions of Chapter 718 of the Florida Statutes (1983), as amended, and as set forth in the By-Laws and the Declaration of Condominium.

ARTICLE VII - DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the Corporation who shall hold office until their successors are elected and qualified are as follows:

Shirley M. Holmes, President	8302 Purcel Drive Orlando, FL 32817
Alan G. Holmes, Vice President	8302 Purcel Drive Orlando, FL 32817
James T. Holmes, III, Secretary/ Treasurer	Post Office Box 1562 Winter Park, FL 32790

ARTICLE VIII - BY-LAWS

The By-Laws of the Corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE IX - AMENDMENTS TO ARTICLES OF INCORPORATION

A. These Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members representing at least seventy-five percent (75%) of the votes in the condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the Notice of any meeting at which a proposed amendment is considered.

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B. No amendment to the Articles of Incorporation shall be valid without the written consent of one hundred percent (100%) of the members which in any way changes the percentage of ownership owned by any member of a condominium parcel (apartment unit) in the common elements of the condominium, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the common elements of the condominium.

C. No amendment to the Articles of Incorporation shall be effective until the same has been recorded in the Public Records of Brevard County, Florida.

ARTICLE X - ASSESSMENTS AND FUNDS

A. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of the Corporation shall be utilized by the Corporation to pay for the cost of said maintenance and operation. The Corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

B. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

C. Any funds held by the Corporation from its receipts over and above its common expenses shall be known as the common surplus of the Corporation and the same shall be held for this use and benefit of the members in the same proportion as the percentage of their ownership in the limited and general common elements of the condominium.

D. Upon termination of the condominium and dissolution or final liquidation of this Corporation, the distribution to the members of the Corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements shall not constitute or be deemed to be a default or distribution of income.

ARTICLE XI - INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII - SUBSCRIBERS

The name and post office address of each subscriber of these Articles of Incorporation are:

Alan G. Holmes

8302 Purcel Drive
Orlando, FL 32817

Shirley M. Holmes

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8302 Purcel Drive
Orlando, FL 32817

ARTICLE XIII - RESIDENT AGENT

The street address of the initial registered office of this Corporation is 8302 Purcel Drive, Orlando, Florida 32817, and the name of the initial registered agent of this Corporation at that address is ALAN G. HOLMES.

Alan G. Holmes
Alan G. Holmes

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 1st day of November, 1984.

Alan G. Holmes
Alan G. Holmes

Shirley M. Holmes
Shirley M. Holmes

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Articles of Incorporation were acknowledged before me this 1st day of November, 1984, by ALAN G. HOLMES, and SHIRLEY M. HOLMES.

(S E A L)

Dale Elaine Robinson
Notary Public, State of Florida

My Commission Expires:

ACKNOWLEDGMENT

Having been named to accept service of process for the above state Corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and I agree to comply with the provisions of all statutes relative to the property and complete performance of my duties.

Alan G. Holmes
Alan G. Holmes, Registered Agent

EXHIBIT A

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1935 JAN -4 PM 2:17

THE SOUTH 495.0 FEET OF THE WEST 500.0 FEET
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 36
EAST, BREVARD COUNTY, FLORIDA, CONTAINING 5.68
ACRES.

SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY
OF RECORD.

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EXHIBIT F

BY-LAWS

OF

HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

A. The name of the Corporation shall be HIDDEN GROVE CONDOMINIUM ASSOCIATION, INC.

B. Its principal place of business shall be located at:
8302 Purcel Drive, Orlando, Florida 32817
until otherwise designated.

ARTICLE II - PURPOSE

A. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1983, as amended, initially for the operation of a Condominium Association located upon certain lands legally described in Exhibit B attached hereto and made a part hereof; and to serve as an entity for the operation of a Condominium Association for such additional phases or parcels of land within that land described in Exhibit A attached hereto, as may now or hereafter be submitted to condominium form of ownership.

ARTICLE III - MEMBERS

A. All of the owners of condominium parcels (apartment units) shall be members of this Corporation. Upon recording of a deed or furnishing of other evidence of change of record title to the condominium parcel, and delivery to the Corporation of certified copies of said instrument, the new owner designated by said instrument shall become a member of the Corporation; and the membership of the prior owner shall be thereby terminated, provided, however, that said transfer, devise, etc., shall be accomplished in accordance with the terms and conditions of the Declaration of Condominium relating to the Corporation.

B. Voting by the members of the condominium in the affairs of the Corporation shall be on the basis of one vote for the owner of each condominium parcel (apartment unit), now or hereafter constructed on the land designated in Exhibit A and submitted to condominium form of ownership.

If an apartment is owned by one person, his right to vote shall be established by the record title to this apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast a vote for the apartment shall be designated by certificate signed by all of the record owners of the apartment and filed with the Secretary of this Corporation. If an apartment is owned by a corporation, the person entitled to cast a vote for the apartment shall be designated by certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Corporation. Such certificate shall be valid until revoked or until superceded by a subsequent certificate, or until there is a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast a vote of an apartment may be revoked by any owner of that apartment. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

ARTICLE IV - MEMBERS MEETINGS

A. The annual meeting of the members shall be held on the third Wednesday of January of each year at the principal office of the Corporation, or at such other place as may be set forth in the notice of the meeting. At such meeting the members shall elect Directors to serve until the next annual meeting of the members, or until their successors shall be duly elected and qualified, and conduct such other business as may be authorized to be transacted by the members.

The first annual meeting shall be held on the Third Wednesday in January. The holding of the first meeting may be accelerated if, in the opinion of 3H DEVELOPMENT CORPORATION, hereinafter referred to as Developer, there is a sufficient number of members available to hold said meeting.

B. A special meeting of the members, to be held at the same place as the annual meeting or such other place as may be set forth in the notice of said meeting, may be called at any time by the President or, in his absence, by the Vice President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice President to call such a meeting whenever so requested by members holding sixty percent (60%) or more of the voting rights in the Corporation, said request to be in writing.

C. Notice of the time and place of all annual and special meetings shall be mailed by the President, Vice President or Secretary to each member not less than ten (10) days prior to the date of each meeting, to the address of said member as it appears on the books of the Corporation. A certificate of an officer mailing said Notice shall be prima-facie proof that said notice was given.

D. The President or, in his absence, the Vice President, shall preside at all annual or special meeting of the members.

E. A quorum for members meetings shall consist of persons entitled to cast fifty-one percent (51%) of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of validating all of the actions taken at said meeting.

F. Votes may be cast in person, or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered in record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in an apartment unit.

G. Annual or special meetings of the members may be held at any time or place, without notice, with the written consent of all of the members.

H. The order of business at all meetings shall be:

1. Election of Chairman of the meeting
2. Calling of the roll
3. Proof of Notice
4. Reading of Minutes
5. Report of officers
6. Reports of committees
7. Election of Inspectors
8. Election of Directors
9. Unfinished business
10. New business
11. Adjournment

I. The affairs of the Corporation and its proceedings shall be conducted with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE V - DIRECTORS

A. The business and affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the members by plurality vote. Said Board of Directors shall consist of not less than three (3) members, nor more than nine (9), with the original number of directors being five (5) elected, or appointed, as follows:

When unit owners other than the Developer own fifteen percent (15%) or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of an association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units in a condominium operated by the Association.

B. The original members of the Board of Directors shall be those elected at the first meeting of the condominium by the Developer, and they shall hold office until the first annual meeting of the members. At the first annual meeting of the members as specified in the By-Laws, and thereafter, the Directors shall be elected annually by the members, and the Developer shall appoint, where applicable, and said Directors shall serve until the next annual meeting, or until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided.

C. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever prior to the first annual meeting of the members, the remaining Directors shall elect a person of legal age to serve as a Director for the unexpired portion of the term of the former Director. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the first annual meeting of the members, the remaining Directors shall elect one of the members to serve as a Director. If the vacancy is brought about by resignation or other reason of a member of the Board of Directors who has been appointed by the Developer prior to the time when the members elect all of the Directors, then

and in that event, the Developer shall have the right to fill said vacancy in accordance with the provisions of these By-Laws.

D. After the first annual meeting of the members, a Director may be removed from office, with or without cause, by a majority of the owners at any regular or special meeting duly called. At said meeting a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting, provided, however, that no Director appointed by the Developer may be removed without its written consent so long as it has the right to appoint Directors in accordance with these By-Laws.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an officer or employee, or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents and attorneys for services rendered to the Corporation.

F. The first meeting of a newly created Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected; and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

G. Regular meetings of the Board of Directors may be held at such times and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the offices of the Corporation, and no notice shall be required to be sent to said Directors of said regular meetings once said schedule has been adopted.

H. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time and place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of the Directors.

I. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

J. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority

of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the Corporation shall act as Chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

K. The Board of Directors shall have all of the powers vested in it under Common Law and pursuant to the Provisions of Chapter 617, Florida Statutes (1983), as amended, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the Corporation and the condominium documents, subject only to such approval of the powers of individual apartment units as may be required under these By-Laws, the Articles of Incorporation and the condominium documents.

Such powers shall include, but not be limited to, the following:

1. Management and operation of the condominium.
2. Making and collecting assessments from members for the purpose of operating and maintaining the condominium.
3. Maintenance, repair and replacement of the condominium property.
4. Hiring and dismissal of any necessary personnel required to maintain and operate the condominium.
5. Making and amending regulations respecting the use of the property in the condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Corporation before such shall become effective.
6. Approval or disapproval of proposed purchasers, lessees and mortgages of the apartment units in the manner provided in the Declaration of Condominium.
7. Carrying and paying the premium for such insurance as may be required for the protection of the owners of apartment units and the Corporation against any casualty or any liability to third persons.
8. Employment of a management agent at a compensation established by the Board of Directors and delegation to said management agent such powers and duties as the Board shall authorize, except those as are specifically required to be exercised by the Board of Directors of the membership.
9. Enforcement by legal means of the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Corporation and the regulations for the use of the property in the condominium.
10. Payment of any taxes or special assessments against any apartment unit where the same are in default, and assessment of the same against the apartment unit subject to said taxes and liens.

Payment of any taxes or special assessments on any apartment units acquired by the Corporation through the enforcement of any lien held by the Corporation against said apartment units.
11. Acquisition of the title by foreclosure or by deed of conveyance to any condominium apartment, provided, however, that the title to said apartment and all appurtenances in connection

therewith shall be held in trust for the use and benefit of all the owners of apartments in the condominium.

12. Contracting for the management of the condominium and delegation to such manager all such powers and duties of the Association that are necessary in the opinion of the Directors for said manager to effectively manage the same.

13. Acquiring and entering into agreements whereby the Corporation acquires leases, memberships or other possessory or use interest in lands or facilities including, but not limited to, country clubs, golf courses, marinas, swimming pools, putting greens, and other recreational 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 unit owners.

ARTICLE VI - OFFICERS

A. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The offices of the Secretary and Treasurer may be filled by the same persons.

B. The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors are duly elected and qualified, except as hereinafter provided.

C. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

D. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power of appointing committees from among the members from time to time, as he may in his discretion decide is appropriate to assist in the conduct of the Corporation.

E. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such duties as shall from time to time be imposed upon him by the Board of Directors.

F. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporation seal; shall attest with his signature and impress with the corporate seal all contracts and other documents required to be signed on behalf of the Corporation and shall perform such other duties as are incident to this office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

G. The Treasurer shall have the responsibility for corporate funds and securities and shall be responsible for keeping full

and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

H. Any vacancy in the office of the President, Vice President, Secretary or Treasurer or any other officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular meeting or special meeting, and such successor to the vacant office shall hold office for the balance of the unexpired term.

ARTICLE VII - FINANCE

A. The funds of the Corporation shall be deposited in a bank or savings and loan association in Brevard County, Florida, and shall be withdrawn only upon check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

B. For accounting purposes, the Corporation shall operate upon the calendar year beginning on the first day of January and ending the thirty-first day of December of each year.

C. An audit of the accounts of the Corporation shall be made annually by an accountant and a copy of the report shall be furnished to each member not later than March first of the year following the year for which the report is made.

D. The Board of Directors of the Corporation shall maintain a set of books of account for the Corporation which shall show all the receipts and expenditures of the Corporation, all of which shall be considered as common expenses, which shall include the following specific accounts:

1. Individual Accounts. An individual account for each of the owners of apartments in the condominium, which account shall designate the name and address of the owner or owners, the amount of each assessment against the owner, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

2. Current Expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be refunded proportionately to each member.

3. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

4. Reserve for Replacement, which shall include funds for repairs or for replacement required because of damage, depreciation or obsolescence.

5. Betterments, which shall include funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

E. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray

the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current Expense and Reserve for Deferred Maintenance. The amount to be budgeted by the Board of Directors for current expenses and reserves for deferred maintenance shall not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year, except in accordance with Section 718.112(2)(e), Florida Statutes (1983).

2. Reserve for Replacement and Betterments. The amount adopted in the budget by the Board of Directors for reserves for replacements and betterments, which shall include the funds to be used for capital expenditures or for additional improvements or additional personal property that will be a part of the common elements, shall be considered as special assessments and shall not exceed the sum of fifty dollars (\$50.00) per year per apartment unless the same has been approved by members owning at least seventy-five percent (75%) of the undivided interests in the common elements of the condominium, provided, however, that said budget and any assessment levied in connection therewith for reconstruction or repair under the provisions of Article 16 of the Declaration of Condominium shall not be subject to this restriction if it has been determined as provided in said Declaration of Condominium to repair or reconstruct said damage.

Provided, however, that the amount for each budgeted item may be increased over the foregoing limitation when approved by apartment owners entitled to cast not less than seventy-five percent (75%) of the votes of the entire membership of the Association. Copies of the budget and proposed assessments shall be transmitted to each member on or before December fifteenth preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

F. The Board of Directors may require that a fidelity bond be obtained from all officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors and the premiums on such bonds shall be paid by the Corporation as an item of general expense.

G. All assessments paid by members of the Corporation for the maintenance and operation of the condominium shall be utilized by the Corporation for the purpose of said assessments. Any excess of monies received from said assessments paid by any members shall be held by the Corporation for the use and benefit of the members. Any surplus held by the Corporation after the payment of expenses for maintaining and operating the limited and general common elements shall be considered as general surplus and held for the benefit of all of the members.

ARTICLE VIII - PERTINENT COLLATERAL AGREEMENTS

A. No transfer of an individual apartment from an owner by deed or by other means shall be recorded or effected unless the transfer is in accordance with the terms and conditions of the Declaration of Condominium and all assessments then due the Association are paid or until such time as the Board of Directors shall receive a copy of an agreement in which the purchaser assumes all the obligations due the Association by the seller and agrees to pay same and such agreement is accepted by the Board of Directors of the Association.

B. No transfer of an individual apartment from an owner by deed or by other means shall be recorded or effected unless the transfer is in accordance with the terms and conditions of the Declaration of Condominium and By-Laws.

ARTICLE IX - DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a Receiver if it so requires. The Corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu for foreclosing its lien, the Corporation may, through its Board of Directors, or manager acting in behalf of the Corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the Corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Corporation becomes the owner of condominium parcel by reason of foreclosure, it shall offer said unit for sale, and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel which shall include, but not be limited to, advertising expenses, real estate brokerage fees, and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

B. In the event of violation of the provisions of the enabling Declaration, Corporate Articles or restrictions and By-Laws as the same are now or may hereafter be constituted, the Corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents hereinabove enumerated, or sue for damages or take all such other legal remedy it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fees and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Corporation, and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give the Corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE X - AMENDMENTS

A. The Articles of Incorporation of the non-profit Corporation may be amended by the members at a duly constituted meeting held for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least seventy-five percent (75%) of the votes in the condominium, as set forth in the Declaration of Condominium.

B. These By-Laws may be amended by the Corporation at a duly constituted meeting held for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least seventy-five percent (75%) of the votes in the condominium, as set forth in the Declaration of Condominium.

C. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

D. No amendments to the Articles of Incorporation, the By-Laws or the Declaration of Condominium shall be valid unless approved by members representing one hundred percent (100%) of the votes in the condominium as set forth in the Declaration of Condominium, as to any of the following:

That would in any way change the percentage of ownership of any member of a condominium parcel (apartment unit) in the common elements of the condominium, or in any way modify the percentage of votes which may be cast by any member, or modify the percentage of assessments to be levied against any member for the operation and maintenance of the common elements of the condominium.

E. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

F. No amendment to the Articles of Incorporation or By-Laws of the Corporation or the Declaration of Condominium shall be effective until the same has been recorded with the Clerk of the Circuit Court of Brevard County.

G. No amendment to the Articles of Incorporation or By-Laws of the Corporation or the Declaration of Condominium shall be effective without the written consent of the Developer, so long as it is the owner of any of the condominium parcels or any land described in Exhibit B that is now or may hereafter be submitted to condominium form of ownership.

H. No amendment to the Articles of Incorporation or the By-Laws or the Declaration of Condominium which adversely affects the rights of any institutional mortgagee shall be effective without its written consent.

I. Whenever any of the provisions set forth herein relating to amendments of the Articles of Incorporation, By-Laws or Declaration of Condominium require the vote of an apartment owner, said owner may express his approval in writing even though said owner is not present in person, or by proxy, at said meeting, provided such approval is duly executed by all of the owners of said apartment and is delivered to the Secretary of the Corporation at or prior to the meeting.

J. A copy of each amendment shall be duly attached to a certificate certifying that said amendment was duly adopted as an amendment of the Declaration of Condominium or of the Articles of Incorporation or of the By-Laws of the Corporation, which certificate shall be executed by the officers of the Corporation with the formalities of a deed. The amendment shall be effective

when such certificate and a copy of the amendment are recorded in the Public Records of Brevard County, Florida; provided, however, that in the event of an amendment to the Articles of Incorporation the same shall have been first filed and accepted in the office of the Secretary of the State of Florida, prior to recording the same in the Public Records of said County.

THE FOREGOING were duly adopted on the 1st day of November, 1984, as the By-Laws of the Corporation, same being a corporation not-for-profit, under the laws of the State of Florida at the first meeting of the Board of Directors.

HIDDEN GROVE CONDOMINIUM
ASSOCIATION, INC.

By: Shirley M. Holmes
President

By: Alan G. Holman
Secretary

EXHIBIT III

HIDDEN GROVE CONDOMINIUM

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE. ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSED BY THE DEVELOPER.

PURCHASE CONTRACT

THIS AGREEMENT, dated _____, by and between 3H DEVELOPMENT CORPORATION, hereinafter referred to as Seller, and _____ of _____, hereinafter referred to as Buyer.

WITNESSETH:

WHEREAS, Seller is the developer of Hidden Grove Condominium, which is fully described in the prospectus relative to it. A copy of the prospectus has, contemporaneously with the execution of this contract, been delivered to and received by Buyer; and

WHEREAS, Buyer desires to purchase Unit _____ of Hidden Grove Condominium and Seller is agreeable to the purchase; and

WHEREAS, the parties wish to define their respective rights and obligations relative to the purchase.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

1. Purchase Obligation

Seller shall sell and Buyer shall purchase Unit _____, in accordance with the terms of this contract. Buyer acknowledges that no representation has been made by Seller or any of its agents of any income, income tax or economic benefit to be derived by virtue of the purchase or ownership of the Unit.

2. Purchase Price and Manner of Payment

The purchase price to be paid by Buyer to Seller for the Unit shall be the sum of \$ _____, which shall be payable as follows:

- a. Deposit (received) \$ _____
 - b. Additional deposit due by _____ \$ _____
 - c. Balance of purchase price excluding closing costs payable at closing \$ _____
- TOTAL PURCHASE PRICE \$ _____

3.

If Construction Not Complete

If Buyer's Unit has not been completed as of the date of full execution of this contract, it is understood that the Unit will consist of a condominium apartment to be constructed substantially in accordance with the plans, drawings, renderings or model as previously viewed and examined by Buyer. The Unit shall contain those appliances, fixtures and equipment described in Seller's sales information literature. Seller shall have the right to substitute materials, appliances, fixtures and equipment whenever necessary because of the unavailability of intended items as long as the substitutes are of equivalent durability and value.

4.

If Construction Not Started

If Buyer's Unit has not been started as of the date of full execution of this Contract, Seller's obligation hereunder shall be subject to Seller obtaining a construction loan for Buyer's Unit within sixty (60) days of full execution of this Contract. If no construction loan is obtained, Buyer shall have the right to receive an immediate return of all deposit money paid to Seller.

5.

Insulation Specifications

The type, thickness and R-value of the insulation to be installed as part of Buyer's Unit areas follows: Walls: 3/4" Rigid Type (R-15) Ceiling: Blanket Type not to exceed 10" (R-25).

6.

Deposits Held in Escrow

All deposits toward the Purchase Price paid by Buyer under this contract shall be delivered to and held in escrow pursuant to F.S. Chapter 718 by Sun Bank, N.A., Post Office Box 3808, Orlando, Florida 32802, Escrow Agent, who shall give purchaser a receipt for the deposit upon request and the deposit shall be disbursed in accordance with the contract. The Escrow Agent is empowered to invest the escrowed funds in securities of the United States or any of its agencies or in savings or time deposits in institutions insured by an agent of the United States. Disbursements from escrow shall be as follows:

a. Any payment made to developer under this contract in excess of 10% of the purchase price together with accrued interest shall be disbursed by the Escrow Agent to developer upon commencement of construction of improvements to be used for construction purposes.

b. Provided that the Escrow Agent has not received from Buyer a written notice of dispute between Buyer and Seller, funds constituting the first 10% of the purchase price held in escrow by the Escrow Agent and any accrued interest shall be disbursed to Seller at the closing of the transaction. If Escrow Agent has received written notice from Buyer of a dispute between Buyer and Seller, the Escrow Agent shall not release the escrowed funds to the Seller or Buyer until the dispute has been settled.

c. Notwithstanding the provisions of subparagraph a above, all escrowed funds together with interest earned thereon (1) shall be released to Seller if Buyer defaults in the performance of this contract, or (2) shall be released to Buyer within 45 days from the date Buyer properly terminates this contract pursuant to its terms or pursuant to F.S. Chapter 718 as the case may be.

7.
Closing

The closing of this transaction shall take place upon completion of construction of Buyer's Unit and ten days' notice to Buyer, a certificate of occupancy being conclusive of completion of construction at the office of Potter, McClelland, Griffith & Jones, P.A., 605 South Palm Avenue, Titusville, Florida 32796, or at such other place within Brevard County as Seller hereafter designates in writing. At the closing, the Seller shall convey the Unit to Buyer by a good and sufficient warranty deed, subject only to the condominium declaration, exhibits to it, including the articles of incorporation of the owner's association, by-laws, condominium plat, zoning regulations and any valid easement, restriction and reservation of record that will not materially affect Buyer's use or occupancy of Buyer's Unit. Taxes and condominium charges shall be prorated. Seller shall pay the cost of preparation and recording of the warranty deed and shall pay for the documentary stamps relative to it and recording of the deed. Seller shall pay for the premium cost of the title insurance to be delivered by Seller to Buyer pursuant to Paragraph 8 below. Buyer shall pay for all costs and closing costs, if any, incurred relative to financing procured by Buyer for the purchase of the Unit.

8.
Title Insurance

Seller shall deliver to Buyer before closing an owner's binder of title insurance issued on a reputable title insurance company, agreeing to insure title to the condominium unit, subject only to standard printed exceptions, those items mentioned in this contract and any item that may be cured by an application of the purchase price. The binder shall be conclusive of compliance by the Seller relative to the title requirements of this contract. If Seller fails or refuses to correct any defects of title revealed by the Title Binder, Buyer shall have the right to cancel this contract and receive a return of all money paid under it or to proceed to a closing with no abatement of the purchase price, taking title in its then condition. The foregoing shall be the exclusive rights and remedies of Buyer.

9.
Completion of Construction

If Buyer's Unit is one that has not yet been completed, or is in the process of construction, Seller shall use all reasonable diligence to complete construction of it. Delay in completion of construction due to strike, acts of God, national emergency, labor or material shortage, or other cause beyond the control of Seller shall be an excusable delay and shall not give rise to any right of Buyer to cancel or rescind this contract; provided, however, that in all events the latest date for completion of construction, finishing and equipping Buyer's Unit shall be two years from the complete execution of this contract. Buyer acknowledges that Buyer has reviewed or had an opportunity to review the construction plans and specifications relating to the Buyer's Unit and the condominium improvements at the construction site.

10.
Warranty

Seller shall honor all governing valid statutory warranties relative to construction existing as of the time of commencement of construction. No other expressed or implied warranties are extended.

11.
Acquisition Financing

If Buyer intends to complete this transaction by the use of acquisition financing, Buyer covenants to apply to the mortgage lender or lenders selected by Buyer within ten days from the execution of this contract and submit to that lender or lenders all documentation, information and materials required by the lender or lenders and shall diligently cooperate with the selected lender or lenders in completing the mortgage loan application and procuring an appropriate mortgage loan commitment that will permit a timely closing of this transaction. Notwithstanding the foregoing, Buyer acknowledges that the procuring of any such acquisition financing is not a condition of this contract.

12.
Default

In the event Buyer defaults under this contract, Seller shall have the right to (1) declare all money paid by Buyer under this contract forfeited, and then terminate this contract; (2) extend time for performance by Buyer, including extension of the closing date charging the Buyer interest on payment of delinquent sums in accordance with Paragraph 13 below; or (3) pursue any other remedy provided by law. In the event of default by Seller, Buyer shall have the right to receive an immediate return of all deposit money paid to Seller under this contract, which shall be the exclusive remedy of Buyer; provided, however, that Buyer shall be entitled to specific performance to the extent required for Seller to claim exemption from the Interstate Land Sales Full Disclosure Act, as amended. In the event of a dispute between Seller and Buyer, Buyer shall have the right to notify the Escrow Agent of the dispute and to file a complaint with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation of the State of Florida. "Default" shall include not only the failure to make prompt payment of any sums due under this contract but also the failure to perform any other acts required of Buyer under this contract including but not limited to the diligent application for and processing of acquisition financing in accordance with Paragraph 11 above.

13.
Discharge of Lien

Any mortgages and liens now or hereafter encumbering the real estate or unit will be discharged or released at or prior to closing, but until that discharge or release, Buyer acknowledges and agrees that his rights under this contract are subordinate to the lien of any construction loan mortgage that now or hereafter shall encumber the property prior to closing.

14.
Delinquent Payment

If Buyer is delinquent in the payment of any sums due under this contract, including the balance of the purchase money which would have been payable at the scheduled closing, and Seller has not elected to cancel this contract and declare a forfeiture of deposits pursuant to Paragraph 12 above, Buyer shall pay to Seller interest on all delinquent sums at a rate equal to 18% per annum. Furthermore, if Buyer is delinquent in closing the transaction, prorations for taxes and condominium charges shall be calculated based on the closing date set forth in Paragraph 7 above rather than the actual closing date.

15.

Acceptance of Deed

Except for completion by Seller of the agreed upon "punch-list" items, the closing of this transaction and acceptance of the deed mentioned in Paragraph 6 above shall be conclusive of the compliance by Seller of Seller's obligations under this contract.

16.

Right of Assignment

Buyer shall not have the right to assign this contract, except with the written consent of Seller.

17.

Statutory Cancellation

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

If Buyer does cancel this contract as provided in it, Buyer agrees to return to Seller the prospectus that Buyer has received within ten days after notice of cancellation.

18.

Offer

This agreement shall constitute an irrevocable offer by Buyer to Seller to purchase the unit referred to above on the terms and conditions contained in this contract. This offer is to be accepted, if at all, by Seller affixing Seller's signature below and delivering a copy to Buyer, or in lieu of such delivery, by depositing a copy of this contract so executed in the United States mail, addressed to Buyer, postage prepaid, within seven days from the date of this contract.

19.

Notices

Any notices permitted or required under this contract shall be deemed delivered when they are deposited in the United States mail, addressed to the appropriate party at the address first shown above, postage prepaid, registered or certified mail, return receipt requested.

20.

Construction Loan

All terms and provisions of this agreement are and shall be subject and subordinate to the lien of any construction loan mortgage previously or subsequently made, and any advances previously or subsequently made on it, and any payments or expenses already made or incurred, or subsequently made or incurred pursuant to the terms of the mortgage or incidental to it or to protect its security as to the full extent of it, without the execution of any further instrument by the purchaser in order to effectuate this subordination. This subordination shall apply whether the advances are voluntary or involuntary and whether they are made in accordance with the construction loan schedule of payments or accelerated by

virtue of the lender's right to make advances before they become due in accordance with the schedule of payments.

21.
Right of Amendment

Seller reserves the right to change or amend the condominium documents. If Seller elects to exercise that right, Seller shall furnish to Buyer a copy of the revised proposed documents. If any amendment materially alters or modifies the documentation in a manner that is adverse to Buyer, Buyer shall have 15 days after receipt within which to approve the proposed documents. If Buyer does not approve the modified documents that materially alter or modify the documentation in a manner adverse to Buyer, Buyer shall have the immediate right of cancellation on notice furnished to Seller within the 15-day period and the right to a return of any deposit money paid to Seller or Escrow Agent under this contract. Failure to so notify of cancellation within time provided shall be deemed a waiver of that right. That right shall be Buyer's exclusive remedy relative to any such amendments.

22.
Expenses of Enforcement

If it becomes necessary for Seller to employ the services of an attorney to enforce Seller's rights under the contract, Buyer shall be responsible for all reasonable attorneys' fees incurred by Seller as well as all court costs and fees incurred by Seller in the event of litigation being instituted by Seller relative to enforcement of this contract.

23.
Broker

Buyer represents that Buyer has not dealt with a broker relative to this transaction and shall save and hold Seller harmless relative to any brokerage commission claimed by virtue of breach of this representation.

24.
Complete Agreement

This agreement constitutes the complete agreement between the parties and no modification of this agreement shall be binding unless in writing and executed by the parties.

25.
Governing Law

Buyer certifies that Buyer is executing this purchase contract while in the State of Florida of Buyer's own volition and that this purchase was not solicited either by telephone or mail in another state. The obligations under this contract shall be performed in the State of Florida and governed by Florida law.

26.
Recording

Buyer shall not directly or indirectly record this contract in the public records.

IN WITNESS WHEREOF, the Buyer has affixed his signature this _____ day of _____, 1984.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSED BY THE DEVELOPER.

WITNESSES:

BUYER

OFF. REC.

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ATTEST:

3H DEVELOPMENT CORPORATION

Secretary

By: _____
President

(S E A L)

EXHIBIT IV

ESCROW AGREEMENT

THIS AGREEMENT, dated January 29, 1985, by and between 3H DEVELOPMENT CORPORATION, hereafter referred to as Developer, and SUN BANK, N.A., hereafter referred to as Escrow Agent.

WITNESSETH:

WHEREAS, the Developer intends to develop a certain condominium project known as Hidden Grove Condominium, located in Brevard County, Florida; and

WHEREAS, Developer wishes to have Escrow Agent act as Escrow Agent in accordance with F.S. Chapter 718 and the Rules of the Division of Florida Land Sales and Condominiums; and

WHEREAS, Escrow Agent is agreeable to the above; and

WHEREAS, the parties wish to define their respective rights and obligations.

NOW, THEREFORE, it is agreed as follows:

1.

Developer shall deliver to Escrow Agent all deposits and down payment funds received by Developer from various condominium purchasers relative to the project along with true copies (showing execution) of all contracts under which those funds have been paid. Escrow Agent's address is Post Office Box 3808, Orlando, Florida 32802.

2.

Escrow Agent shall receive the funds and hold them in accordance with the Contracts and Reservation Agreements, and shall deposit them at the direction of the Developer, when permitted by law or agreement, in savings or time deposits in institutions insured by an agent of the United States or investing them in securities of the United States or any of its agencies, with the party ultimately entitled to receive those funds to receive the benefit of the interest paid on them.

3.

Escrow Agent acknowledges that pursuant to Florida law, the Buyer has the unconditional right to cancel any Reservation Agreement and the right to an immediate, unqualified refund of their Reservation Deposit Money upon written request to the Escrow Agent or to the Developer. Escrow Agent shall not release reservation deposit money directly to the Developer except as a down payment on the purchase price at the time a Contract is signed by the Buyer, if provided in the Contract.

4.

The escrowed funds shall be held by the Escrow Agent in accordance with the Contract or Reservation Agreement and in accordance with the applicable Florida statutes and rules and shall be disbursed in accordance with those statutes and rules or, in the event of notice of a dispute being received by Escrow Agent prior to disbursement, held until the dispute is settled or deposited in the registry of a court of competent jurisdiction, if so elected by the Escrow Agent in its sole discretion.

5.

Developer specifically agrees to save and hold Escrow Agent harmless in the event of misdelivery and shall indemnify Escrow Agent for all costs and expenses, including attorneys fees, incurred relating to misdelivery or improper investment of any funds or any claim resulting therefrom unless the misdelivery or improper instrument was the willful and intentional act of Escrow Agent.

6.

Escrow Agent shall have the right to resign by giving written notice of its intent to resign to Developer and to all parties for which Escrow Agent is holding funds. Within seven days after receipt of the notice Developer shall appoint a successor escrow agent and notify Escrow Agent of that appointment. Developer also shall notify all parties for whom Escrow Agent is holding funds of the name and address of the successor escrow agent. Upon receipt of the notice of appointment of a successor escrow agent, Escrow Agent shall deliver all escrowed funds together with copies of all Reservation Agreements, contracts or other documentation under which the funds are held to the successor escrow agent and upon delivery shall be relieved of all responsibility relating to them.

7.

Any and all costs and expenses incurred by the Escrow Agent in performing any of its duties or exercising any of its rights under this Agreement, including attorneys fees, shall be paid or reimbursed by the Developer upon demand thereof.

8.

Developer agrees to pay to Escrow Agent the following fees:

- (a) \$1,000 base annual fee (due annually or for any portion thereof).
- (b) \$5.00 for each check issued.
- (c) \$15.00 wire fee.
- (d) \$25.00 for each purchase or sale of securities.
- (e) \$10.00 transaction fee per acceptance of each deposit or down payment.

9.

The Escrow Agent shall have no responsibility as to the genuineness of the signature or the validity of any Purchase Agreement, nor as to the legal capacity or identity of the parties to this Agreement and the Escrow Agent shall be justified in every act, omission or forbearance in reliance upon this Agreement so long as and to the extent that it shall act or have acted in good faith.

10.

The Escrow Agent may rely and shall be protected in acting upon any paper or other document which may be submitted to it in connection with its duties under this Agreement and which it believes to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution or validity thereof.

11.

The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Agreement or additional instructions received in the performance of its duties in full reliance upon the advice of counsel which may be selected by it, and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

12.

The Escrow Agent shall have a lien, which shall be paramount and prior in right to the rights of all other persons, upon all money and other property which shall have been received by it under this Agreement, to secure the payment to it of fees or moneys due and owing or to become due and owing to the Escrow Agent. The Escrow Agent shall not be required without its consent to relinquish, deliver or pay over any instruments, money or other property deposited with it in this Agreement unless and until it shall have been paid and reimbursed.

13.

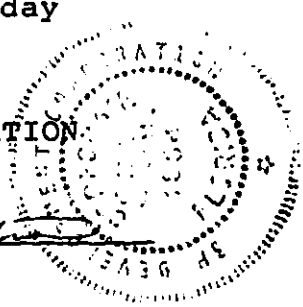
The Developer agrees to indemnify and save harmless the Escrow Agent from any claims, liabilities, judgments, attorneys fees, court costs and all other expenses of every kind and nature which may at any time be incurred by reason of its acceptance of, and its performance under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their respective signatures and seals, this 29th day of January, 1985.

WITNESSES:

3H DEVELOPMENT CORPORATION

Mary Ann Kessler
Spitzer OFF. REP.
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By: Alan A. Helman


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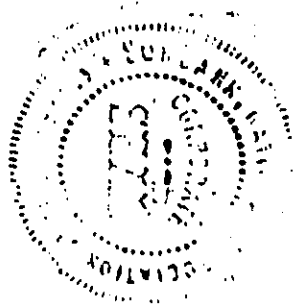
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ESCROW AGENT

Mary Ann Keeler
David A. Romo

By:

J. M. [unclear] (1/1/60)



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