

REVISED DECLARATION OF CONDOMINIUM  
of  
ROYAL OAK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.  
aka R. O. Townhouse Condominium Association, Inc.

Note: The following Revised Declaration of Condominium dated February 9, 1988, of R.O. Townhouse Condominium Association, Inc., 2475 Country Club Drive, Titusville, FL 32780, does hereby supersede the original Declaration of Condominium dated May 1971, and an amendment thereto dated July 1974.

At a general election meeting of the R.O. Townhouse Condominium Association, Inc., held on February 9, 1988, the Declaration of Condominium as recorded in the Official Record Book 1188, page 653, and Official Record Book 1458, page 346, at the Brevard County Courthouse, Titusville, Florida, was revised by vote of more than two-thirds of the membership as required by the Declaration of Condominium. END NOTE.

The R.O. Townhouse Condominium Association, Inc., is created on land owned in fee simple title of record(s) to those certain lands located and situated in Brevard County, Florida. The Association does hereby submit the said lands and improvements thereon to condominium ownership in compliance with the provisions of Chapters 718 and 719, Florida Statutes dated 1984 and amendments thereto, hereinafter called the Condominium Act.

1. The name by which this corporation is to be identified is ROYAL OAK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.
2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-laws of R.O. Townhouse Condominium Association, Inc., shall be defined in accordance with Chapters 718 and 719, Florida Statutes, unless the context otherwise requires.
  - 2.1 Apartment means unit as defined by the Condominium Act.
  - 2.2 Apartment Owner means unit owner as defined by the Condominium Act.
  - 2.3 Association means R.O. Townhouse Condominium Association, Inc. and its successors.
  - 2.4 Condominium Unit Owner means the owner of a condominium apartment.

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REG. FEES 137.00  
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*Approved by Daniel Crowley  
Secretary, Royal Oak Townhouse Condominium Assn.  
Pet. # 2475 Country Club Dr. 32780  
Titusville, Fla.*

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2.5 Common Elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium property not included in the apartments or in the Recreation Area.

2.6 Common Expenses include:

(a) Expenses of administration and management of the Association and of the Condominium property.

(b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the apartment to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared common expenses by the provisions of this Declaration or by By-Laws of the Association.

(e) Any valid charge against the Condominium property as a whole.

2.7 Condominium means all of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights-of-way appurtenant thereto intended for use in connection with the Condominium.

2.8 Utility Services shall include but not be limited to electric power, gas, water, and garbage and sewerage disposal.

3. The Condominium is described as follows:

3.1 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium building, their guests and invitees, as follows:

(a) Utilities. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by an apartment owner, as being appropriate.

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(b) Encroachments. In the event that any apartment shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or owner of the Recreation Area, or in the event any common element shall encroach upon any apartment, than easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, center cores, and other portions of the common elements as may be, from time to time, intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the apartment unit owners, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

3.2 Apartment Boundaries. Each apartment shall include that part of the building containing the apartment that lies with the boundaries of the apartment, which boundaries are as follows:

(a) The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(b) The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

3.3 Apartments. There are thirty-five (35) apartments in the apartment buildings, each being identified by the use of a letter and number, with the letter denoting the building and the number the apartment in that building.

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4. Appurtenances to Apartments. The owner of each apartment shall own an undivided share and certain interest in the Condominium property, including the pool and recreation area, which share and interest shall be appurtenant to the apartment, said undivided interest in the Condominium property and common elements.

4.1 Limited Common Elements.

(a) Automobile Parking Space. Limited common elements include exterior parking spaces and areas. Parking spaces shall be assigned pursuant to the rules and regulations of the Association so as to provide one (1) parking space for each apartment. The right to the use of the said designated parking space shall pass as an appurtenance to the Condominium apartment unit owned by the apartment owner to whom such space is assigned, and the Association shall not thereafter reassign or change the said apartment owner's parking space without his written consent. An owner shall be allowed to grant temporary use of his assigned parking space to another resident; provided that said permission is in writing and a copy is filed with the Association. Any parking spaces that remain after each of the thirty-five (35) units has been assigned a parking space shall be designated and used as parking spaces for authorized guests.

(b) Membership of each apartment owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each apartment unit owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such owner for common expenses.

4.2 Liability for Common Expenses. Each apartment unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment. Such common expenses shall include all of the obligations and liabilities of the Association.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement shall be as follows:

5.1 Apartments.

(a) By the Association. The Association shall maintain, repair and replace at the expense of the Association:

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(1) All common elements and limited common elements, including the pool and recreation area.

(2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not limited to load-bearing columns and load-bearing walls.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment that service part or parts of the Condominium other than the apartment within which contained.

(4) All incidental damage caused to an apartment by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 5.1 (a) (1) (2) above.

(b) By the Apartment Owner. The responsibility of the apartment for the maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the apartment owner shall be windows, screens and doors opening into or onto his apartment. All such maintenance, repairs and replacement shall be done without disturbing the rights of other apartment owners.

(2) An apartment owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the prior approval, in writing, of the owners of record of fifty-one (51%) percent of the apartment units, and the approval of the Association.

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

5.2 Parking Spaces. The Association shall maintain and repair at the expense of the Association all parking spaces, covered and uncovered, including those which have been assigned as an appurtenance to an Apartment.

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5.3 Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated in the Declaration, there shall be no alteration or further improvements of common elements without the prior approval, in writing, by record owners of two-thirds (2/3) of all apartment unit owners, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent.

5.4 Screening of Porches. An apartment owner shall have the option of screening in the second-story porch of his apartment at his own expense. All porch screens and frames within the Condominium shall be identical in color and design, and no home-made screening shall be allowed. Should an owner remove said screening, he shall be responsible for any and all repairs to the exterior of the building which may be caused by said removal.

6. Assessments. The making and collection of assessments against apartment owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association and subject to the following provisions.

6.1 Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartment unit owned by him.

6.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before five (5) 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 maximum per annum rate allowable by law from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

6.3 Lien for Assessments. The Association shall have a lien against each apartment unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Brevard County, Florida, by filing a claim therein which states the legal description of

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the apartment unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by any officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment unit subject to the lien shall be required to pay a reasonable rental for the apartment unit, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover the money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record or any other person or entity shall obtain title to the apartment unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to an apartment unit as the result of a conveyance in lieu of first foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the apartment, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale, and any such unpaid share of common expenses, or assessments, chargeable against any such foreclosed apartment unit, or against the apartment unit transferred in lieu of a foreclosure, shall be deemed a common expense, to be paid in the same manner as other common expenses of the Condominium by all of the Condominium unit owners.

7. Association. The operation of the Condominium shall be by ROYAL OAK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by

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any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.2 Restraint upon assignment of shares and assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

7.3 Approval or disapproval of matters. Whenever the decision of an apartment owner is required on any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. The Insurance, other than title insurance that shall be carried upon the Condominium property and the property of the apartment owners, shall be governed by the following provisions:

8.1 Authority to purchase; Named insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with the Association. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the Condominium. Coverage shall be provided for protection against: PAGE

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(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

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

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 Share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Association.

(a) Proceeds on account of damage to common elements and limited common elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartment units shall be held in the following undivided shares:

(1) When the building is to be restored:  
For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, said cost to be determined by the Association.

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(2) When the building is not to be restored: An undivided share for each apartment unit owner, such share being the same as the undivided share in the common elements appurtenant to his apartment unit.

(c) Cost of restoration and repair of the Recreation Area after casualty shall be paid out of the proceeds from insurance, and the said Recreation Area shall, in all events, be repaired and restored unless there shall be not only a total destruction of the Recreation Area and appurtenances thereto, but in addition, a destruction of a majority of the apartment units in the Condominium. In the event additional monies are required over and above the amount available from the insurance proceeds to restore, reconstruct or repair the Recreation Area, such monies shall be considered a common expense, to be paid by the Condominium unit owners and to be chargeable to and collectable from them in the same manner as elsewhere provided herein for the assessment and collection of assessments and common expenses.

(d) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding, the foregoing mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(3) A determination is made to repair or restore the building in a manner different from that existing prior to the loss and the mortgagee has not consented in writing to such changes or alterations.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Association shall be paid first or provisions made for such payment.

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

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of an apartment.

(d) In making distribution to apartment owners and their mortgagees, the Association may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each apartment owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

9. Reconstruction or Repair after Casualty.

9.1 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:

(a) Common Element. 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.

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(b) (1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments 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 without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of eighty percent (80%) of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Association may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in the apartment building, by the owners of not less than eighty percent (80%) of the common elements, including the owners of all damaged apartments, together with the approval of the institutional mortgagees holding first mortgages upon all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain

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reliable and detailed estimates of the cost to rebuild or repair.

9.5 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 reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amount to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

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

The proceeds of insurance collected on account of casualty, and the sums deposited with the Association from collections of assessments against apartment 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 and order:

(a) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that 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 Association by a mortgagee that 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 provided for the reconstruction and repair of major damage.

(b) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that 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 of the Association.

(c) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the apartment, then to the owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus. It shall be presumed that the first monies 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 that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.

10. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land.

10.1 Apartments. Each of the apartment units shall be occupied only as a single family private dwelling by the owner, his guests, and members of his immediate family not less than fifteen (15) years of age; provided that children under 15 may visit and temporarily reside in an apartment for a period not to exceed fifteen (15) days within any consecutive twelve-month period.

10.2 Common elements and limited common elements. The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishings of services and facilities for the enjoyment of the apartments.

10.3 Pets. No pets shall be maintained or kept in any of the apartments, except as stated in 10.4 hereof.

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10.4 Such Pets as are approved by the Association may be kept or maintained by the residents of Building A of the Condominium; provided that no resident may keep or maintain more than two (2) pets, neither of which may weigh in excess of thirty-five (35) pounds. Such pets shall not be allowed in the pool area nor any other common areas other than in Building A itself. Pets which are menacing, intimidating or which are determined by the Association to be a nuisance to the residents of the Condominium shall not be allowed.

10.5 Nuisances. No nuisance shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium 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. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the Condominium property.

10.6 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.7 Leasing of Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his immediate family and guests. No apartment shall be leased for a period of less than one (1) year, with a maximum of one (1) lease within any consecutive twelve-month period. No apartment shall be leased to a person under the age of twenty-five (25) years, except with the express written consent of the Board of Directors of the Association, provided such written consent, when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit, may not thereafter be revoked or terminated without the consent of the apartment owner; nor shall any leased

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apartment be occupied permanently, or temporarily except as provided in Section 10.1, by any person under the age of fifteen(15) years. An owner shall be allowed to rent his apartment to two (2) co-tenants; provided that they are of the same gender, that they both sign the lease, and that the occupancy is only by the lessees and guests; and further provided that all of the above mentioned stipulations pertaining to approval by the Association, age restrictions and the length and frequency of leases shall prevail. In the event of co-tenants, parking shall be restricted to the provisions described in 4.1 (a), and the use of guest parking areas shall not be allowed for additional vehicles. No rooms may be rented and no transient tenants shall be accommodated in any apartment, nor shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Charter and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against anyone occupying an apartment unit as a tenant to the same extent as against an apartment owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Declaration of Condominium, Charter and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

10.8 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements or apartments.

10.9 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

10.10 Guests. Residents of the Condominium shall be permitted to entertain guests in the common areas; provided it shall be understood by all parties concerned

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that when a guest makes use of a common area, he shall be considered a guest of the Condominium and shall be required to deport himself accordingly, and that said guests shall not make excessive use of such areas.

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 apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

11.1 Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association.

(b) Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association.

(c) Gift. If any apartment owner shall acquire title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association

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may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give notice to the Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) 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 any officer of the Association, in recordable form.

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(2) Lease. If the proposed transaction is a lease, then within thirty(30) 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 any officer of the Association, in non-recordable form.

(3) Gift, Devise or Inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty(30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

(d) Screening Fees. The Association shall require the deposit of a reasonable screening fee to be delivered to the Association simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether or approve or disapprove the transaction or continued ownership by a transferee; said screening fee shall not exceed the maximum rate allowable by law at the time of the proposed transaction, and the owner proposing to enter into said transaction shall be required to inquire of the Board of Directors in order to determine the current rate of such fee.

(e) Failure to Give Notice. If notice to the Association as hereinabove required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice

on the date of such disapproval. Any sale, mortgage or lease which is not authorized pursuant to the terms and provisions of this Declaration shall be void unless subsequently approved in writing by the Association.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association, or an agreement to purchase signed in behalf of the Association by its President and attested by its Secretary, in which event the apartment owner shall sell the apartment to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed with thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other

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manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; 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.

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

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

(4) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, 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, in recordable form, to the apartment owners.

11.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a mortgage, a transfer to or purchase by a bank, life insurance company, savings and loan

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association or other institution that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.5 Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.6 Recording Approval. Whenever in this section an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of an apartment, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the Deed or mortgage, as appropriate.

11.7 Notice of Lien or Suit.

(a) An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner shall receive knowledge or notice thereof.

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

12. Purchase of Apartments by Association. The Association shall have the power to purchase apartments subject to the following provisions:

12.1 Decision. The decision of the Association to purchase an apartment shall be made by its directors, without the necessity of approval by its membership, except as is hereinafter expressly provided for.

12.2 Limitation. If at any time the Association shall be the owner or agreed purchaser of five or more apartments, it may not purchase any additional apartments without the written approval of two-thirds (2/3) of the members eligible to vote. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the apartment plus the amount due the Association, nor shall the limitation of this paragraph apply to apartments to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

13. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

13.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance

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premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

13.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of the apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents 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 reasonable attorneys' fees as may be awarded by the Court.

13.3 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium and the Charter and By-Laws of ROYAL OAK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC. may be amended in the following manner:

14.1 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.

14.2 A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association 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 either by

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the voice votes of the entire membership of the Association; or

(b) Not less than seventy percent (70%) of the votes of the entire membership of the Association; or

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(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all apartment owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.

14.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners or mortgages on such apartment 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 owners of all mortgages upon the Condominium shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and options of the grantor under the terms of the Recreation Area Acquisition Agreement, unless the grantor shall join in the execution of such amendment.

14.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Brevard County, Florida.

15. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

15.1 Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

15.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less

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than two-thirds (2/3) of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

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

(b) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the 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 appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the apartment; 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.

(c) Payment. The purchase price shall be paid in cash.

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

15.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by certificate of the Association executed by its President and Secretary certifying as to facts effecting the

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termination, which certificate shall become effective upon being recorded in the Public Records of Brevard County, Florida.

15.4 Shares of Owners after Termination. After termination of the Condominium, the apartment owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

15.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

16. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHERE, the Association has executed this Revised Declaration this 29<sup>th</sup> day of March, 1988.

ROYAL OAK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.  
also known as  
R.O. TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.

By: Rita A. Hayden  
President

Signed, sealed and delivered in the presence of:

Charles J. Allen  
W. S. [Signature]

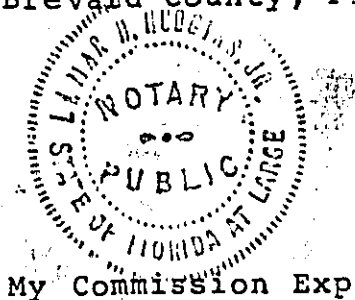
STATE OF FLORIDA )  
COUNTY OF BREVARD ) ss:

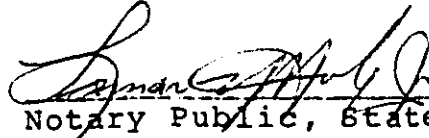
BEFORE ME, the undersigned authority, personally appeared RITA HAYDEN, President of ROYAL OAK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be her free act and deed as such officer for such uses and purposes therein mentioned, and that she affixed thereto the official seal of said corporation.

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WITNESS MY HAND and Official Seal at Titusville,  
Brevard County, Florida, this the 29<sup>th</sup> day of March, 1988.



  
Notary Public, State of  
Florida at Large.

Notary Public, State Of Florida At Large  
My Commission Expires July 30, 1988  
Insured by SAFICO Insurance Company of America

My Commission Expires

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ROYAL OAK TOWNHOUSE CONDOMINIUM

Undivided share in the land and other common elements and in the common surplus which are appurtenant to each condominium unit apartment, expressed in percentages:

BUILDING	APARTMENT NUMBER	PERCENTAGE - EACH	TOTAL
C	C101, C102, C103, C104, C105, C106, C107, C108	.02857	22.856
D	D109, D110, D111, D112, D113, D114, D115, D116, D117	.02857	25.713
B	B118, B119, B120, B121, B122, B123, B124, B125, B126, B127	.02857	28.570
A	A128, A129, A130	.02857	8.571
	A131, A132, A133, A134, A135	.02858	<u>14.290</u>
		TOTAL	<u><u>100.000</u></u>

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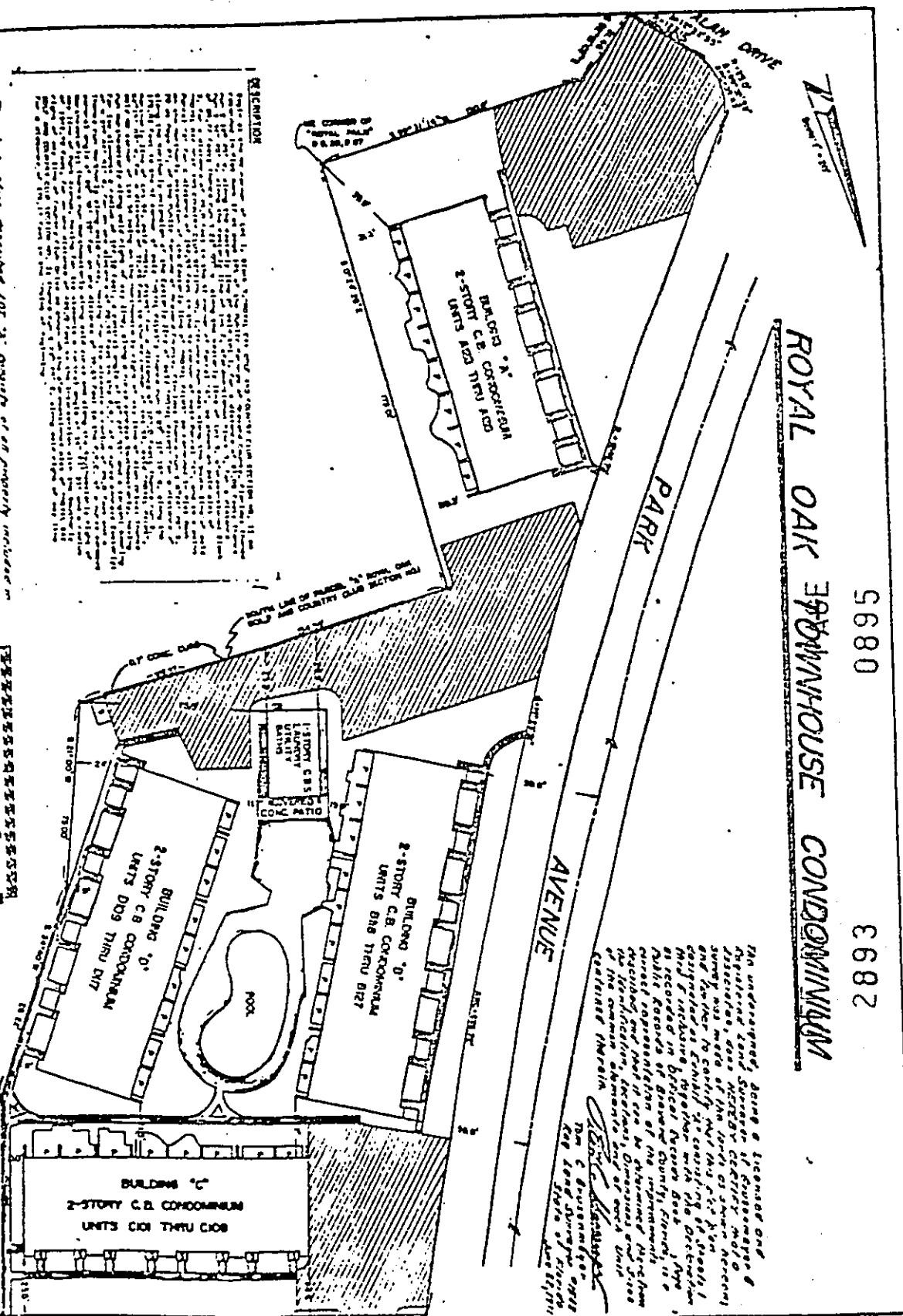
ROYAL OAK BROWNHOUSE CONDOMINIUM

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The undersigned, being a licensed and registered land surveyor in the State of Ohio, has been duly sworn to and does hereby certify that the foregoing is a true and correct copy of the original survey as recorded in the office of the County Clerk of Cuyahoga County, Ohio, and that it is the true and correct copy of the original survey as recorded in the office of the County Clerk of Cuyahoga County, Ohio, and that it is the true and correct copy of the original survey as recorded in the office of the County Clerk of Cuyahoga County, Ohio.

Tom C. Bousinger  
The land surveyor who  
has been duly sworn to  
and certified to be  
qualified.



DESCRIPTION

The above described lot is a portion of the original subdivision of the premises located at the intersection of the said lot and the said street, and is bounded on the north by the said street, on the east by the said street, on the south by the said street, and on the west by the said street.

The above described lot is a portion of the original subdivision of the premises located at the intersection of the said lot and the said street, and is bounded on the north by the said street, on the east by the said street, on the south by the said street, and on the west by the said street.

- Legend
- Proposed by
- Approved by
- Approved by
- Approved by
- Approved by
- Approved by

Note: The floor plans and dimensions shown on this plan are for informational purposes only and do not constitute a contract. The actual location and dimensions of the units shall be determined by the building department.

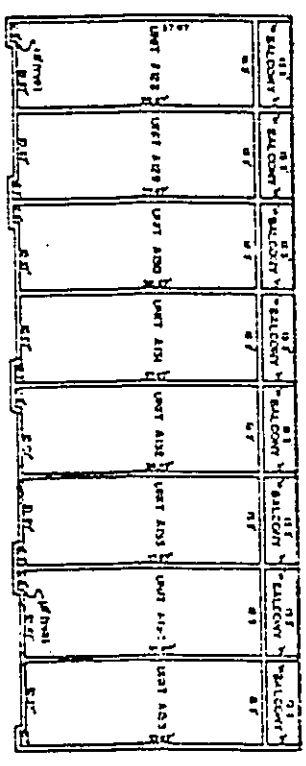
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FOR MICROFILM

**ROYAL OAK TOWNHOUSE CONDOMINIUM**

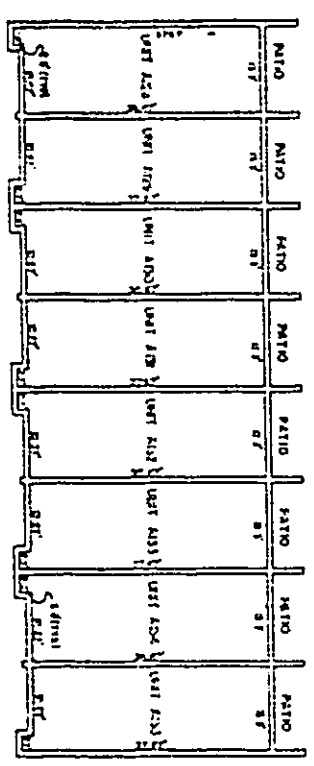
**BUILDING "A"**

**UNITS ARE THRU ARE**

U.S. POSTAL ADDRESSES  
2531-2545 COUNTRY CLUB DRIVE



**SECOND FLOOR**  
Floor Elevation 201-209  
Ceiling Elevation 201-209



**FIRST FLOOR**  
Floor Elevation 101-109  
Ceiling Elevation 101-109

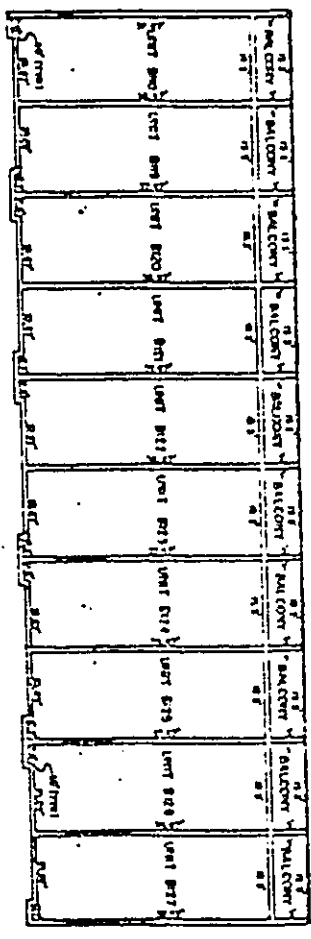
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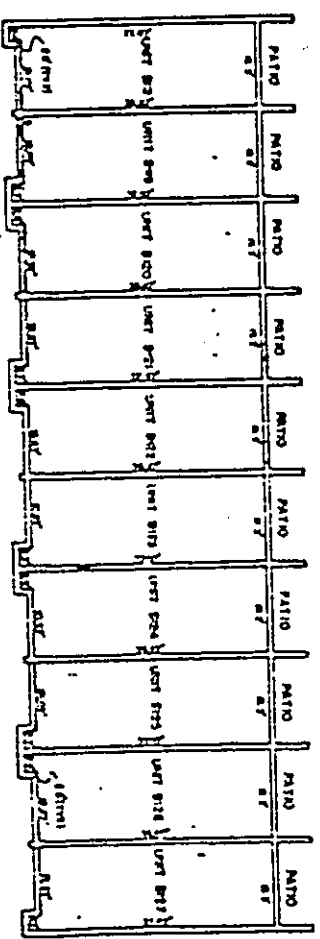
**ROYAL OAK TOWNHOUSE CONDOMINIUM**

**BUILDING "B"**  
**UNITS 818 THRU 827**

U.S. POSTAL ADDRESSES  
 2511-2529 COUNTRY CLUB DRIVE



**SECOND FLOOR**  
 Floor Elevation - 54.45  
 Ceiling Elevation - 64.245



**FIRST FLOOR**  
 Floor Elevation - 53.65  
 Ceiling Elevation - 63.00

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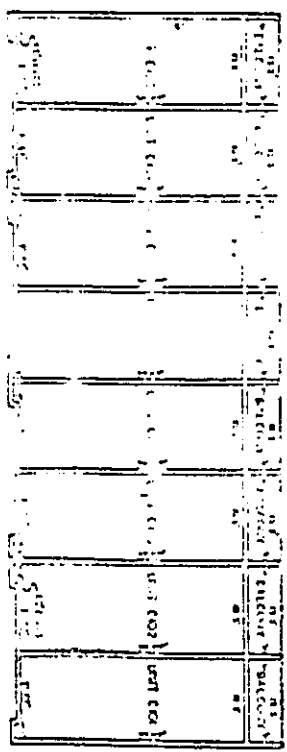
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FORM OF UNIT IN CONDOMINIUM

UNIT NO. 103

U.S. POSTAL ADDRESSES  
2477-2491 COUNTRY CLUB DRIVE



STANDARD FLOOR PLAN  
UNIT NO. 103  
CONDOMINIUM



STANDARD FLOOR PLAN  
UNIT NO. 103  
CONDOMINIUM

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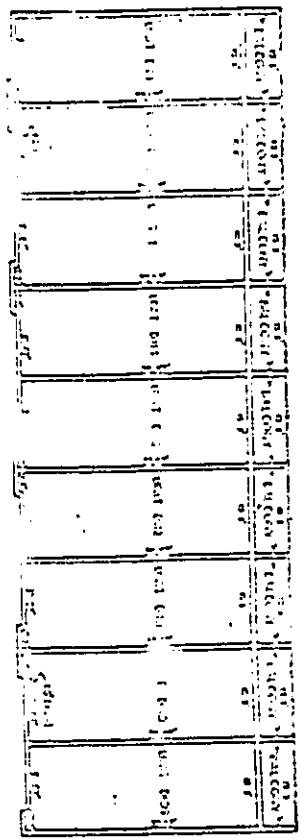
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ROYAL OAK TOWNHOUSE CONDOMINIUM

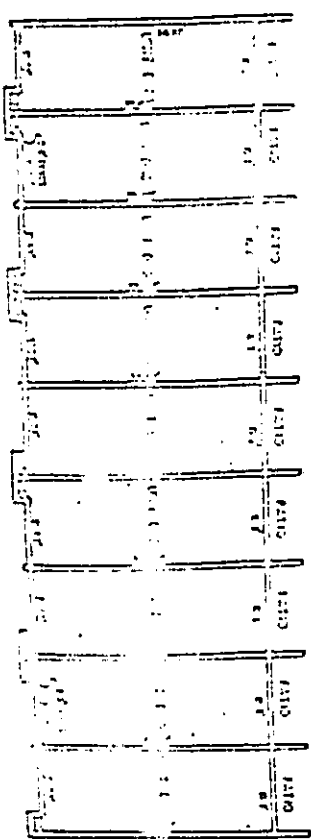
BUILDING "D"

UNITS 1103-1117 1117

U.S. POSTAL ADDRESSES  
2435-2509 COUNTRY CLUB DRIVE



SECOND FLOOR  
Floor 1117  
Floor 1118



FIRST FLOOR  
Floor 1117  
Floor 1118

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