

w/c
f/28

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
Kopelowitz & Plafsky, P.A.
750 Southeast Third Avenue, Suite 100
Fort Lauderdale, Florida 33316

JUL-30-1996 4:14PM 96-263874
ORB 9374 Pg 846
| ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■

CROSS-USE AND MAINTENANCE AGREEMENT

This Agreement is made this 23rd day of MAY, 1996, between RIVER BRIDGE CORPORATION, a Delaware corporation ("RIVER") and CROSSWINDS AT RIVER BRIDGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit ("CROSSWINDS").

PREAMBLE

CROSSWINDS is a condominium association which operates Crosswinds at River Bridge, a Condominium (the "CONDOMINIUM"), created pursuant to the Declaration of Condominium thereof, recorded in Official Records Book 4912, at Page 1052, of the Public Records of Palm Beach County, Florida, and any amendments thereto (the "DECLARATION").

Pursuant to the DECLARATION, the Condominium was developed as a phase condominium. All of the phases described in the DECLARATION have been added to the CONDOMINIUM, except for phases G, H and I. A legal description of the land that was to be included within phases G, H and I is attached hereto as Exhibit "A". Hereafter the property that was to be included in each phase is referred to as a "PARCEL", collectively the "PARCELS". It is acknowledged the PARCELS are currently owned by RIVER.

Pursuant to the DECLARATION, the CONDOMINIUM contains various recreational facilities constructed within the property described in Exhibit "B" attached hereto (the "RECREATIONAL FACILITIES").

There are various roads that serve the CONDOMINIUM, which roads are located within the property described in Exhibit "C" attached hereto (the "ROADS").

It is acknowledged that the PARCELS were not required to be and will not be added to the CONDOMINIUM, and it is contemplated that RIVER, or its successors or assigns, will develop the PARCELS for residential purposes, either as a separate condominium or as residential units that are not condominium units. Any PARCEL that is developed will be operated by a separate condominium association or by a separate homeowner's association (a "PARCEL ASSOCIATION"). In connection with such development, the parties desire to enter into this Agreement pursuant to which (i) the owners of residential units developed within the PARCELS will be given the right to use the RECREATIONAL FACILITIES and the ROADS; (ii) CROSSWINDS will operate same and will also maintain all of the landscaping throughout the CONDOMINIUM and any or all of the PARCELS that are hereafter developed;

and (iii) any PARCEL ASSOCIATION will pay a pro rata share of the costs incurred by CROSSWINDS in connection therewith.

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The parties acknowledge and agree that the recitals set forth in the above preamble are true and correct.

2. CONVEYANCE OF ROADS. Simultaneously with the execution hereof, RIVER agrees to convey its interests in the ROADS to CROSSWINDS by Quit-Claim Deed, free and clear of any liens or encumbrances, which conveyance shall be subject to the terms of this Agreement.

3. USE RIGHTS.

3.1 CROSSWINDS hereby agrees that RIVER, and its successors and assigns with respect to the PARCELS, and the owners of any residential units constructed within the PARCELS, and their guests and invitees, shall have a perpetual easement and license to use the RECREATIONAL FACILITIES, and shall also have a perpetual easement and license over and upon the ROADS as may be reasonably required for ingress and egress purposes to and from the PARCELS and the RECREATIONAL FACILITIES. Notwithstanding the foregoing, CROSSWINDS makes no warranty or guaranty that it has the legal authority under the law or its governing documents to grant an easement or license for use of the condominium common element RECREATIONAL FACILITIES, and accordingly the easements granted herein are only granted to the extent allowed by law. It is acknowledged the easements and licenses granted hereby are only granted to the extent allowed by law, but same shall be binding and in full force and effect unless and until a court of competent jurisdiction renders a judgment that the easements were not permitted by law, which judgment is final and non-appealable, and in the event of such judgment, CROSSWINDS agrees to use its best efforts to correct any deficiency in the easements and to obtain any required consents so the easements will be valid and binding. If the easements and licenses herein granted are determined not allowable by law, then notwithstanding anything contained hereon to the contrary, any PARCEL ASSOCIATION operating any PARCEL shall not be responsible for any SHARED EXPENSES relating to the RECREATIONAL FACILITIES unless and until the owners of the residential units within the PARCELS are granted valid easements and/or licenses permitting them to use the RECREATIONAL FACILITIES.

3.2 These easements shall be subject to reasonable, non-discriminatory rules that may be adopted by CROSSWINDS from time to time, so long as same do not materially and adversely affect ingress and egress over the ROADS or the right to use the recreational facilities. RIVER agrees that the owners of all units within the PARCELS will be provided at closing with a copy of the RECREATIONAL FACILITY Rules and Regulations which shall be provided to RIVER by CROSSWINDS. Notwithstanding anything contained herein to the contrary, CROSSWINDS may suspend the right of any resident of any unit in any PARCEL to use the RECREATIONAL FACILITIES if the resident violates the rules of CROSSWINDS regarding same, or if the PARCEL ASSOCIATION operating the PARCEL is in default of its obligations hereunder.

3.3 RIVER agrees to cause the developer of the first remaining PARCEL to add 2 guest parking spaces to the guest parking area on the extreme northwest corner of the CONDOMINIUM, subject to obtaining any necessary governmental approvals, and

CROSSWINDS agrees 2 of the existing guest parking spaces within PARCEL H may be removed, if approved by the building department of the City of Greenacres.

4. **MAINTENANCE OF LANDSCAPING.** The parties agree that when any of the PARCELS are developed, it would be in the best interest of the unit owners within the CONDOMINIUM and within such developed PARCELS that all of the landscaping within such property be maintained in common. Accordingly CROSSWINDS agrees that at such time as any PARCEL is developed with residential units, upon the conveyance of the first unit within the PARCEL, CROSSWINDS will maintain the landscaping within such PARCEL, and the irrigation system serving same, and will maintain same in good condition in the same manner as the landscaping within the CONDOMINIUM. In connection therewith, RIVER, and the developer of any PARCEL, and their successors and assigns, shall have the right to connect the irrigation system serving any of the PARCELS into the existing irrigation system serving the CONDOMINIUM, so long as same will not adversely affect such irrigation system, and if same will adversely affect the irrigation system, the applicable developer of the PARCEL connecting to the irrigation system shall be required to pay for any system improvements needed to avoid any adverse affects or, in the alternative, will be required to develop a separate irrigation system for the PARCEL. In the event CROSSWINDS fails to maintain any landscaping within any developed PARCEL, the applicable PARCEL ASSOCIATION shall have the right to maintain such landscaping and in that event will receive a credit against the amount otherwise payable to CROSSWINDS for the maintenance of such landscaping as set forth below. Notwithstanding the foregoing, at the election of CROSSWINDS and upon written notice from CROSSWINDS to any PARCEL ASSOCIATION, the PARCEL ASSOCIATION shall be responsible for maintaining any landscaping within any PARCEL operated by the PARCEL ASSOCIATION, in which event the maintenance, repair and replacement of the landscaping in the PARCELS and in the CONDOMINIUM shall not be deemed a SHARED EXPENSE, as that term is hereafter defined.

5. **SHARING OF EXPENSES.** The parties acknowledge and agree that the owners of residential units within the PARCELS will share all expenses (the "SHARED EXPENSES") incurred by CROSSWINDS in connection with the ownership, operation, maintenance, repair and replacement of the landscaping and irrigation system throughout the CONDOMINIUM and any PARCELS that are developed, any streetlights within the ROADS, the ROADS, and the RECREATIONAL FACILITIES, including but not limited to, utilities, insurance, and reasonable reserves, in accordance with the following:

5.1 As residential units are constructed within each PARCEL, from and after the issuance of a certificate of occupancy and conveyance of the first unit within the PARCEL, the applicable PARCEL ASSOCIATION for the PARCEL shall be responsible for a portion of the SHARED EXPENSES. The portion to be paid by the PARCEL ASSOCIATION will be equal to the number of residential units within the PARCEL or PARCELS that contain completed residential units and are operated by the PARCEL ASSOCIATION, divided by the total number of units within the CONDOMINIUM and all developed PARCEL(S). In addition, upon the commencement of construction of any unit within a PARCEL, and until the units within the PARCEL are required to pay a full share of the SHARED EXPENSES as hereinabove set forth, the OWNER of the PARCEL shall pay 1/2 of the SHARED EXPENSES attributable to the units within the PARCEL under construction.

5.2 CROSSWINDS shall establish a separate budget for the SHARED EXPENSES. Based upon the budget, CROSSWINDS shall establish a periodic monthly or quarterly assessment to be paid by any PARCEL ASSOCIATION operating any PARCEL(S), in order to

provide funds to CROSSWINDS for the payment of the SHARED EXPENSES. From time to time, CROSSWINDS may modify the budget and pursuant to the revised budget, CROSSWINDS may change the amount or frequency of such assessments. If the expenditure of funds for the SHARED EXPENSES is required in addition to funds produced by the regular periodic assessments, CROSSWINDS may make special assessments for the SHARED EXPENSES. CROSSWINDS shall give any PARCEL ASSOCIATION at least 30 days written notice as to the amount and due date of the assessments or any change thereto, and any PARCEL ASSOCIATION shall pay same when due.

5.3 The assessment per unit charged to any PARCEL ASSOCIATION operating any PARCEL(S) shall be the same as that charged to the unit owners within the CONDOMINIUM. All assessments payable by any PARCEL ASSOCIATION shall be deposited into a separate account of CROSSWINDS, to be used only for the SHARED EXPENSES. CROSSWINDS shall fund into the account funds equal, on a per-unit basis, to the amount payable by any PARCEL ASSOCIATION operating any PARCEL(s), in the same frequency as assessments or other monies are payable by any such PARCEL ASSOCIATION.

5.4 If any PARCEL ASSOCIATION fails to pay any assessment within ten (10) days after same is due, CROSSWINDS shall have the right to charge the applicable PARCEL ASSOCIATION a late fee of five percent (5%) of the amount of the assessment, plus interest at the highest rate allowable by law from the due date until paid. CROSSWINDS may bring an action in its name to recover a money judgment for the unpaid assessments, and the losing party in any such action shall pay the prevailing party's costs and attorney's fees.

5.5 CROSSWINDS shall maintain separate accounting books and records for the SHARED EXPENSES according to good accounting practices. The records shall be open to inspection by any PARCEL ASSOCIATION, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, a record of all receipts and expenditures. Any PARCEL ASSOCIATION may, at its expense, conduct a review of such records by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to CROSSWINDS after same is completed.

5.6 In addition to the above, as to each unit constructed within a PARCEL, upon the first conveyance of such newly constructed unit CROSSWINDS shall be paid a \$250.00 contribution toward the SHARED EXPENSES, which shall be in addition to and shall not reduce the SHARED EXPENSES required to be paid by the PARCEL ASSOCIATION as hereinabove set forth.

6. CABLE TELEVISION. With the approval of any PARCEL ASSOCIATION and CROSSWINDS, the cost of providing cable television to the units in the CONDOMINIUM and the PARCELS may be made a SHARED EXPENSE.

7. MAXIMUM UNITS. RIVER agrees that the maximum number of units that may be constructed within any PARCEL will not exceed the number of units that would have been constructed if the PARCEL had been added to the CONDOMINIUM, and therefore the maximum number of UNITS that may be constructed within each PARCEL is 8 units for each of PARCELS G and H, and 12 UNITS for Parcel I.

8. PARKING. Any units constructed within the PARCELS shall have at least 2 parking spaces, including any garage space.

9. **MAILBOXES.** RIVER agrees to cause the developer of Parcel G to pull the mailboxes on PARCEL G forward to meet at the curb, at such time as the construction of the units within PARCEL G is commenced. In addition, if repairs, including but not limited to re-keying, are needed for the community mailboxes due to the construction of the units within the PARCEL, the owner of the PARCEL shall be responsible for same, or any expenses incurred in connection therewith.

10. **STREET LIGHTING.** Any new light poles installed within any PARCEL by the developer of the PARCEL will be identical to the upgraded fiberglass light poles currently being installed within the CONDOMINIUM by CROSSWINDS.

11. **UNIFORM USE RESTRICTIONS.** RIVER agrees that the use restrictions applicable to the PARCELS shall include the same restrictions as provided in the CROSSWINDS governing documents as regards boats, trucks, vans and commercial vehicles, as well as prohibiting parking in the roadway, including the swale areas throughout the CROSSWINDS P.U.D.; as regards pets (provided in any event any unit owner shall have the right to keep one pet up to 26 pounds); and shall provide that any unit owner may only execute one lease for his unit in any calander year. As regards motorcycles, the use restrictions applicable to the Parcels will require same to have mufflers so that same are not unreasonably loud, and will require same to be parked in garages overnight.

12. **LANDSCAPING.** The developer of any PARCEL shall install landscaping that, as a minimum, is substantially equal to the landscaping currently installed within the CONDOMINIUM.

13. **PARCEL ASSOCIATION.** If 2 or more PARCELS are developed by any single entity or affiliated entities, only 1 PARCEL ASSOCIATION shall be formed with respect to the PARCELS developed by such entity or affiliated entities.

14. **CLEANING.** The developer of any PARCEL shall be required to reasonably maintain and clean up the PARCEL while construction of dwelling units is proceeding. Furthermore, any damage to the existing improvements within the CONDOMINIUM, including road and landscaping, caused by construction equipment and traffic shall be promptly repaired by such developer.

15. **MASTER ASSOCIATION.** No improvement shall be constructed upon any PARCEL unless and until same are approved by the MASTER ASSOCIATION governing the RIVER BRIDGE DEVELOPMENT.

16. **COVENANT RUNNING WITH THE LAND.** It is acknowledged and agreed that the provisions contained herein are intended to be covenants running with the land described in Exhibit "A" attached hereto and shall be binding upon and inure to the benefit of the successors and assigns of RIVER and CROSSWINDS.

17. **MISCELLANEOUS.**

17.1 **Entire Agreement.** This AGREEMENT sets forth the entire understanding of the parties and it may not be changed except by written document signed by all of the parties hereto.

17.2 Construction. This AGREEMENT and all amendments hereto shall be construed in accordance with the laws of the State of Florida.

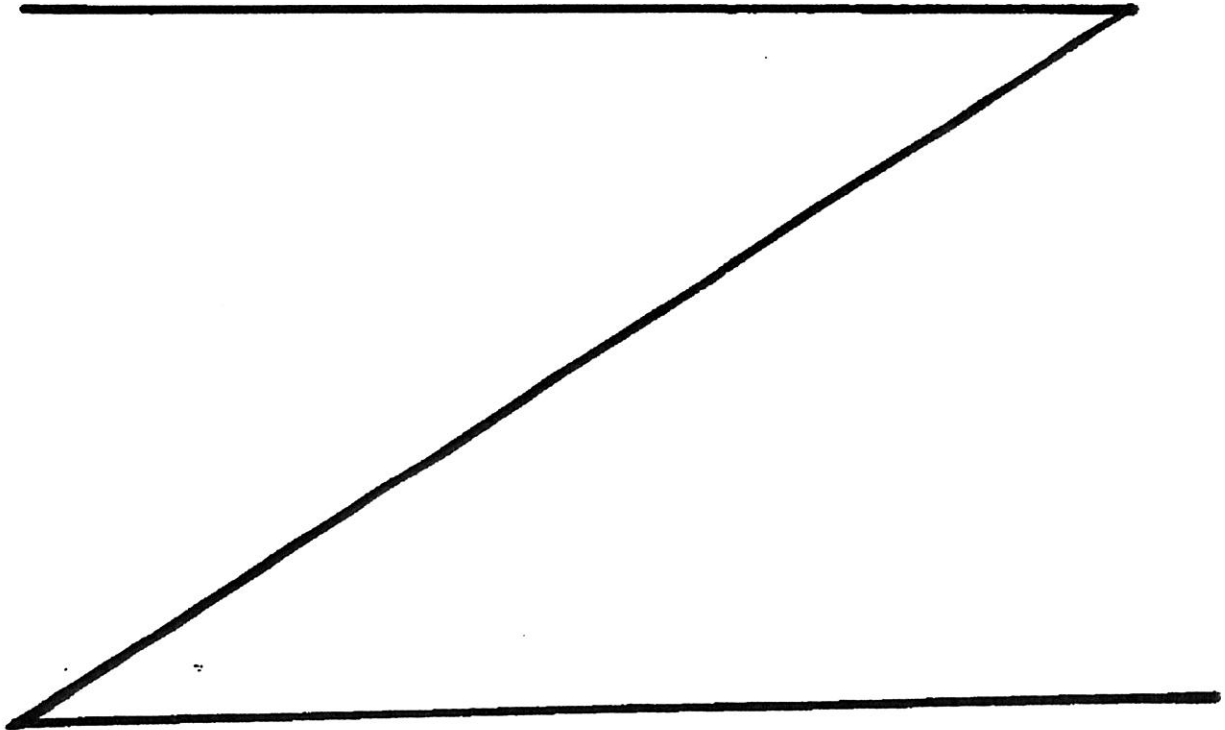
17.3 Binding Effect - Assigns. The terms of this AGREEMENT shall be binding upon and inure to the benefit of, and shall be enforceable by, the respective successors and assigns of the parties. Without limitation, upon the recording of a declaration of condominium, declaration of restrictions, or other declaration assigning any maintenance obligations relating to the PARCEL to a PARCEL ASSOCIATION, such PARCEL ASSOCIATION shall be deemed a successor of RIVER and shall be deemed a party to this Agreement.

17.4 Severability. The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17.5 Incorporation by Reference. The exhibits and schedules referred to in this AGREEMENT and attached hereto are hereby incorporated into this AGREEMENT by reference.

17.6 Recording. This AGREEMENT shall be recorded in the public records of Palm Beach County, Florida.

17.7 Attorneys' Fees. In the event that any party commences legal proceeding to enforce this AGREEMENT, the prevailing party shall be entitled to receive reasonable attorneys' fees and all costs incurred in connection with such enforcement, including fees and costs of appeal, from the losing party.



WITNESSES:

CROSSWINDS AT RIVER BRIDGE
CONDOMINIUM ASSOCIATION, INC., a
Florida corporation not-for-profit

Harry Schleefer
Harry Schleefer
Deane Schleefer
Deane Schleefer
STATE OF FLORIDA

By: Gale J. Stewart
Gale J. Stewart
President
Title

SS:
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 23 day of May,
1996 by GALE J. STEWART as PRESIDENT of CROSSWINDS AT RIVER BRIDGE
CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the
corporation. He/she is personally known to me or has produced _____
as identification.

Raymond Case
Notary Public, State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL
RAYMOND CASE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC241425
MY COMMISSION EXP. DEC. 5, 1996

S:\WP51\EASISNEEP\CROSSWIN.AG7
05/08/96



EXHIBIT "A"

ORB 9374 Pg 854

LEGAL DESCRIPTION: (PARCEL G) CROSSWINDS AT RIVER BRIDGE

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT 4 OF "A PLAT OF CROSSWINDS AT RIVER BRIDGE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGES 110 THROUGH 112 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN TERMINUS OF THE CENTERLINE OF RIVER BRIDGE BOULEVARD DEDICATED TO THE RIVER BRIDGE PROPERTY OWNER'S ASSOCIATION, INC., AS SHOWN ON THE PLAT OF "RIVER BRIDGE P.U.D PLAT 1B", AS RECORDED IN PLAT BOOK 51 AT PAGES 67 THROUGH 69 OF THE SAID PUBLIC RECORDS; THENCE S47°13'05"E A DISTANCE OF 33.62 FEET; THENCE S00°31'35"W A DISTANCE OF 60.00 FEET; THENCE S48°16'15"W A DISTANCE OF 33.62 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 550.00 FEET, AND FROM WHICH A RADIAL LINE BEARS N81°59'03"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 12°45'20", A DISTANCE OF 122.45 FEET; THENCE S60°38'12"E A DISTANCE OF 146.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET, AND FROM WHICH A RADIAL LINE BEARS S29°21'28"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 51°32'38", A DISTANCE OF 4.50 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 329.61 FEET, AND FROM WHICH A RADIAL LINE BEARS S80°54'06"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 15°34'04", A DISTANCE OF 89.56 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED, SAID PARCEL BEING LABELED AS (PARCEL G) IN EXHIBIT "B-1" TO THE DECLARATION OF CONDOMINIUM "CROSSWINDS AT RIVER BRIDGE, A CONDOMINIUM", OF WHICH IT IS NOT A PART THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 4912 AT PAGES 1052 THROUGH 1148 OF THE SAID PUBLIC RECORDS OF PALM BEACH COUNTY:

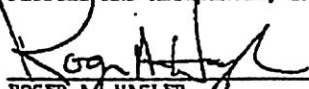
FROM THE POINT-OF-BEGINNING ALSO BEING A POINT ON THE LAST AFORESAID CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 329.61 FEET, AND FROM WHICH A RADIAL LINE BEARS N65°20'03"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 02°31'16", A DISTANCE OF 14.50 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 186.76 FEET, AND FROM WHICH A RADIAL LINE BEARS N65°20'03"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 62°30'00", A DISTANCE OF 203.72 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 73.47 FEET, AND FROM WHICH A RADIAL LINE BEARS N54°41'14"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 53°35'31", A DISTANCE OF 68.72 FEET TO THE END OF SAID CURVE; THENCE S88°54'41"W A DISTANCE OF 4.50 FEET; THENCE N15°44'45"W A DISTANCE OF 150.40 FEET; THENCE N28°19'36"E A DISTANCE OF 66.02 FEET; THENCE N66°38'39"E A DISTANCE OF 87.00 FEET BACK TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.523 ACRES MORE OR LESS. FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE REFERENCED TO "A PLAT OF CROSSWINDS AT RIVER BRIDGE" (PLAT BOOK 51, PAGES 110-112) AND ARE GIVEN FOR THE PURPOSE OF DELINEATING ANGLES ONLY.

CERTIFICATION: (NOT VALID UNLESS EMBOSSED WITH A LAND SURVEYORS SEAL)

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS, ESTABLISHED BY RULE 61C17-6 (FORMERLY 21101-6) OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027.

PETSCHÉ AND ASSOCIATES, INC.



ROGER A. HAGLER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4544

Sheet 3 of 2

PETSCHÉ & ASSOCIATES, INC.	
Professional Engineers - Land Surveyors - Development Consultants - Testing Services 7381 MetroCentre Blvd., Suite 8, W. Palm Bch., FL 33407 (407) 840-3800 8788 Overseas Highway, Suite 7, Marathon, Florida 33050 (305) 743-5788 1800 Redbud Boulevard, Suite 402, McKinney, Texas 75069 (214) 563-9800	
Drawn by: MEX	Date: 10-1-95
Checked by: BAH	Scale: None
SKETCH OF DESCRIPTION FOR PARCEL G	

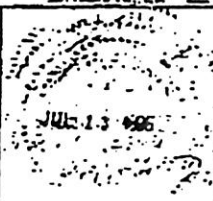
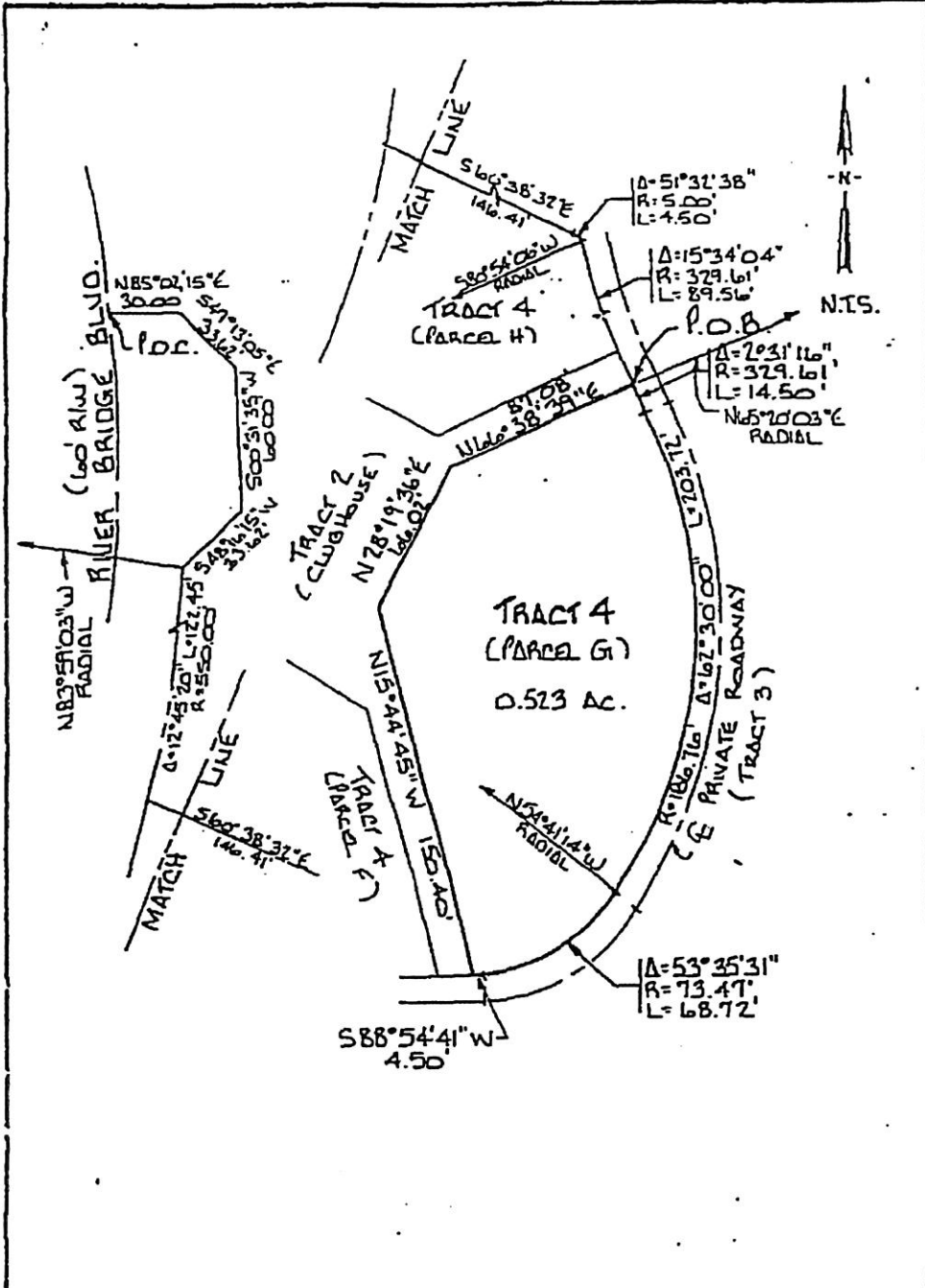


EXHIBIT "A"



NOT A SURVEY

SHEET 1 of 2


 PETSCHÉ & ASSOCIATES, INC. <small>Professional Engineers - Land Surveyors - Development Consultants - Testing Services 3381 Metrocenter Blvd., Suite 6, W. Palm Bch., FL 33407 (407) 640-3800 6799 Overseas Highway, Suite 7, Marathon, Florida 33050 (305) 743-3788 1800 Redbud Boulevard, Suite 402, McKinney, Texas 75069 (214) 962-9606</small>		
Drawn by: MAJ	Date: 6-7-95	SKETCH OF DESCRIPTION FOR PARCEL G CROSSWINDS AT RIVER BRIDGE
Checked by: RAJ	Scale: NONE	
Drawing No.: 91-083-23		

EXHIBIT "A"

LEGAL DESCRIPTION: (PARCEL H) CROSSWINDS AT RIVER BRIDGE

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT 4 OF "A PLAT OF CROSSWINDS AT RIVER BRIDGE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGES 110 THROUGH 112 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN TERMINUS OF THE CENTERLINE OF RIVER BRIDGE BOULEVARD DEDICATED TO THE RIVER BRIDGE PROPERTY OWNER'S ASSOCIATION, INC., AS SHOWN ON THE PLAT OF "RIVER BRIDGE P.U.D. PLAT 18", AS RECORDED IN PLAT BOOK 51 AT PAGES 67 THROUGH 69 OF THE SAID PUBLIC RECORDS; THENCE 547°13'05"E A DISTANCE OF 33.62 FEET; THENCE 500°31'35"W A DISTANCE OF 60.00 FEET; THENCE 548°16'15"W A DISTANCE OF 33.62 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 550.00 FEET, AND FROM WHICH A RADIAL LINE BEARS N83°59'03"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 12°45'20", A DISTANCE OF 122.45 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED, SAID PARCEL BEING LABELED AS (PARCEL H) IN EXHIBIT "B-1" TO THE DECLARATION OF CONDOMINIUM "CROSSWINDS AT RIVER BRIDGE, A CONDOMINIUM", OF WHICH IT IS NOT A PART THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 4912 AT PAGES 1052 THROUGH 1148 OF THE SAID PUBLIC RECORDS OF PALM BEACH COUNTY:

FROM THE POINT-OF-BEGINNING, THENCE 560°38'32"E A DISTANCE OF 146.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET, AND FROM WHICH A RADIAL LINE BEARS S29°21'28"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 51°32'38", A DISTANCE OF 4.50 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 329.61 FEET, AND FROM WHICH A RADIAL LINE BEARS S80°54'06"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 12°57'56", A DISTANCE OF 74.56 FEET TO THE END OF SAID CURVE; THENCE S66°38'39"W A DISTANCE OF 86.80 FEET; THENCE N61°40'24"W A DISTANCE OF 140.41 FEET; THENCE N28°19'36"E A DISTANCE OF 35.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 550.00 FEET, AND FROM WHICH A RADIAL LINE BEARS N61°40'24"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 09°33'21", A DISTANCE OF 91.72 FEET BACK TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.482 ACRES MORE OR LESS. FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE REFERENCED TO "A PLAT OF CROSSWINDS AT RIVER BRIDGE" (PLAT BOOK 51, PAGES 110-112) AND ARE GIVEN FOR THE PURPOSE OF DELINEATING ANGLES ONLY.

CERTIFICATION: (NOT VALID UNLESS EMBOSSED WITH A LAND SURVEYORS SEAL)

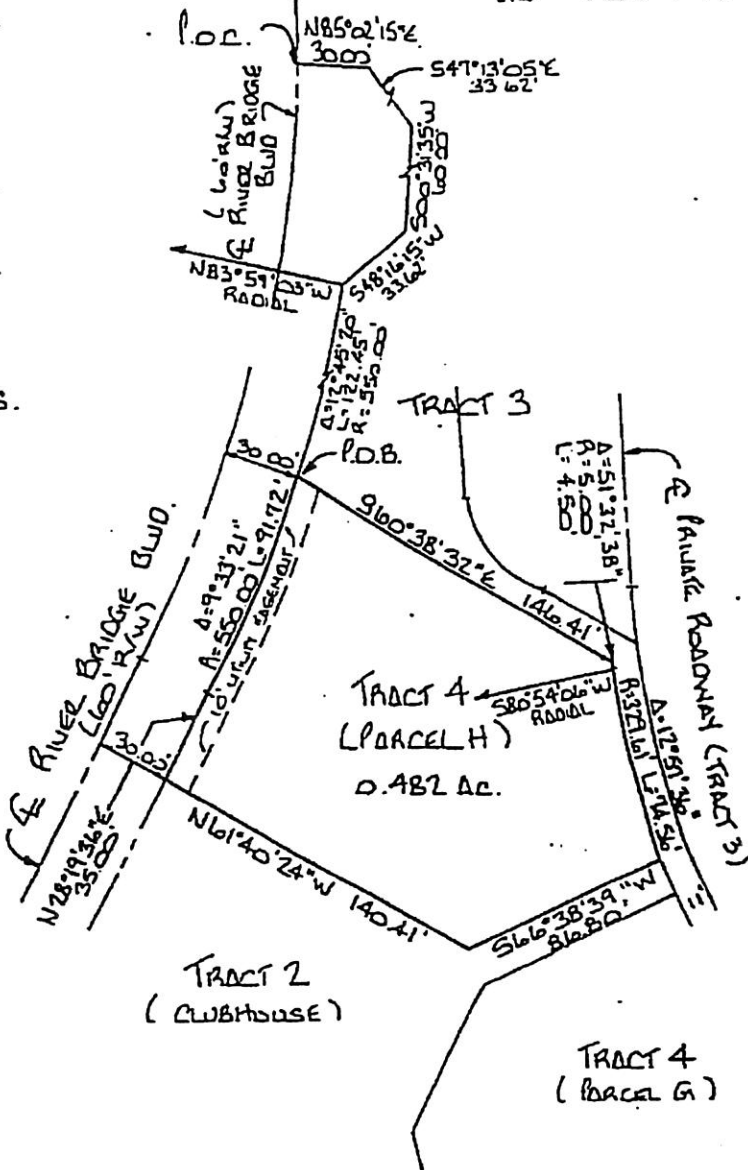
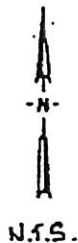
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS, ESTABLISHED BY RULE 61C17-6 (FORMERLY 21HH-6) OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027.

PETSCH & ASSOCIATES, INC.

Roger A. Hagler
ROGER A. HAGLER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4544

PETSCH & ASSOCIATES, INC.		SHEET 2 OF 2
<small>Professional Engineers - Land Surveyors - Development Consultants - Testing Services 2581 Metrocenter Blvd., Suite 6, W. Palm Bch, FL 33407 (407) 640-3800 6798 Overseas Highway, Suite 7, Marathon, Florida 33050 (305) 743-5788 1800 Redwood Boulevard, Suite 402, McKinney, Texas 75069 (214) 562-9608</small>		
Drawn by: MDL	Date: 6-7-95	SKETCH OF DESCRIPTION FOR PARCEL H CROSSWINDS AT RIVER BRIDGE
Checked by: KAW	Scale: NONE	
Drawing No.:	91-083-73	

EXHIBIT "A"



NOT A SURVEY

SHEET 1 of 2


 PETSCHÉ & ASSOCIATES, INC. <small>Professional Engineers - Land Surveyors - Development Consultants - Title Services 2501 Melrose Blvd., Suite 8, W. Palm Bch., FL 33407 (407) 840-3800 6788 Overseas Highway, Suite 7, Marathon, Florida 33050 (305) 743-5788 1800 Redbud Boulevard, Suite 402, McKinney, Texas 75069 (214) 362-8806</small>		
Drawn by: MKH	Date: 6-7-95	SKETCH OF DESCRIPTION FOR PARCEL H CROSSWINDS AT RIVER BRIDGE
Checked by: RAH	Scale: NONE	
Drawing No.: 91-083-23		

EXHIBIT "A"

ORB 9374 Pg 858

LEGAL DESCRIPTION: (PARCEL 1) CROSSWINDS AT RIVER BRIDGE

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT 4 OF "A PLAT OF CROSSWINDS AT RIVER BRIDGE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGES 110 THROUGH 112 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN TERMINUS OF THE CENTERLINE OF RIVER BRIDGE BOULEVARD DEDICATED TO THE RIVER BRIDGE PROPERTY OWNER'S ASSOCIATION, INC., AS SHOWN ON THE PLAT OF "RIVER BRIDGE P.U.D PLAT 1B", AS RECORDED IN PLAT BOOK 51 AT PAGES 67 THROUGH 69 OF THE SAID PUBLIC RECORDS; THENCE S47°13'05"E A DISTANCE OF 33.62 FEET; THENCE S00°31'35"W A DISTANCE OF 60.00 FEET; THENCE S48°16'15"W A DISTANCE OF 33.62 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 550.00 FEET, AND FROM WHICH A RADIAL LINE BEARS N83°59'03"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 22°18'41", A DISTANCE OF 214.17 FEET; THENCE S28°19'36"W A DISTANCE OF 167.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 720.00 FEET, AND FROM WHICH A RADIAL LINE BEARS S61°40'24"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 19°38'00", A DISTANCE OF 246.72 FEET TO THE END OF SAID CURVE; THENCE S08°41'36"W A DISTANCE OF 334.28 FEET; THENCE S42°20'57"E A DISTANCE OF 38.87 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1010.00 FEET, AND FROM WHICH A RADIAL LINE BEARS N01°22'50"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 05°39'27", A DISTANCE OF 99.79 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED, SAID PARCEL BEING LABELED AS (PARCEL 1) IN EXHIBIT "B-1" TO THE DECLARATION OF CONDOMINIUM "CROSSWINDS AT RIVER BRIDGE, A CONDOMINIUM", OF WHICH IT IS NOT A PART THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 4912 AT PAGES 1052 THROUGH 1148 OF THE SAID PUBLIC RECORDS OF PALM BEACH COUNTY:

FROM THE POINT-OF-BEGINNING, THENCE N12°55'07"W A DISTANCE OF 217.16 FEET; THENCE N78°49'10"E A DISTANCE OF 105.93 FEET; THENCE S60°41'56"E A DISTANCE OF 169.23 FEET; THENCE S14°11'00"W A DISTANCE OF 105.78 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1010.00 FEET, AND FROM WHICH A RADIAL LINE BEARS N19°26'00"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 10°23'43", A DISTANCE OF 183.25 FEET BACK TO THE POINT-OF-BEGINNING:

THE ABOVE DESCRIBED PARCEL CONTAINS 0.914 ACRES MORE OR LESS. FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE REFERENCED TO "A PLAT OF CROSSWINDS AT RIVER BRIDGE" (PLAT BOOK 51, PAGES 110-112) AND ARE GIVEN FOR THE PURPOSE OF DELINEATING ANGLES ONLY.

CERTIFICATION: (NOT VALID UNLESS EMBOSSED WITH A LAND SURVEYORS SEAL)

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS, ESTABLISHED BY RULE 61C17-6 (FORMERLY 21HH-6) OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027.

PETSCHÉ AND ASSOCIATES, INC.

Roger A. Hagler

ROGER A. HAGLER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4544

SHEET 2 of 2


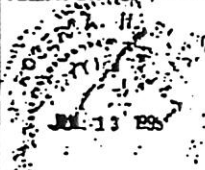
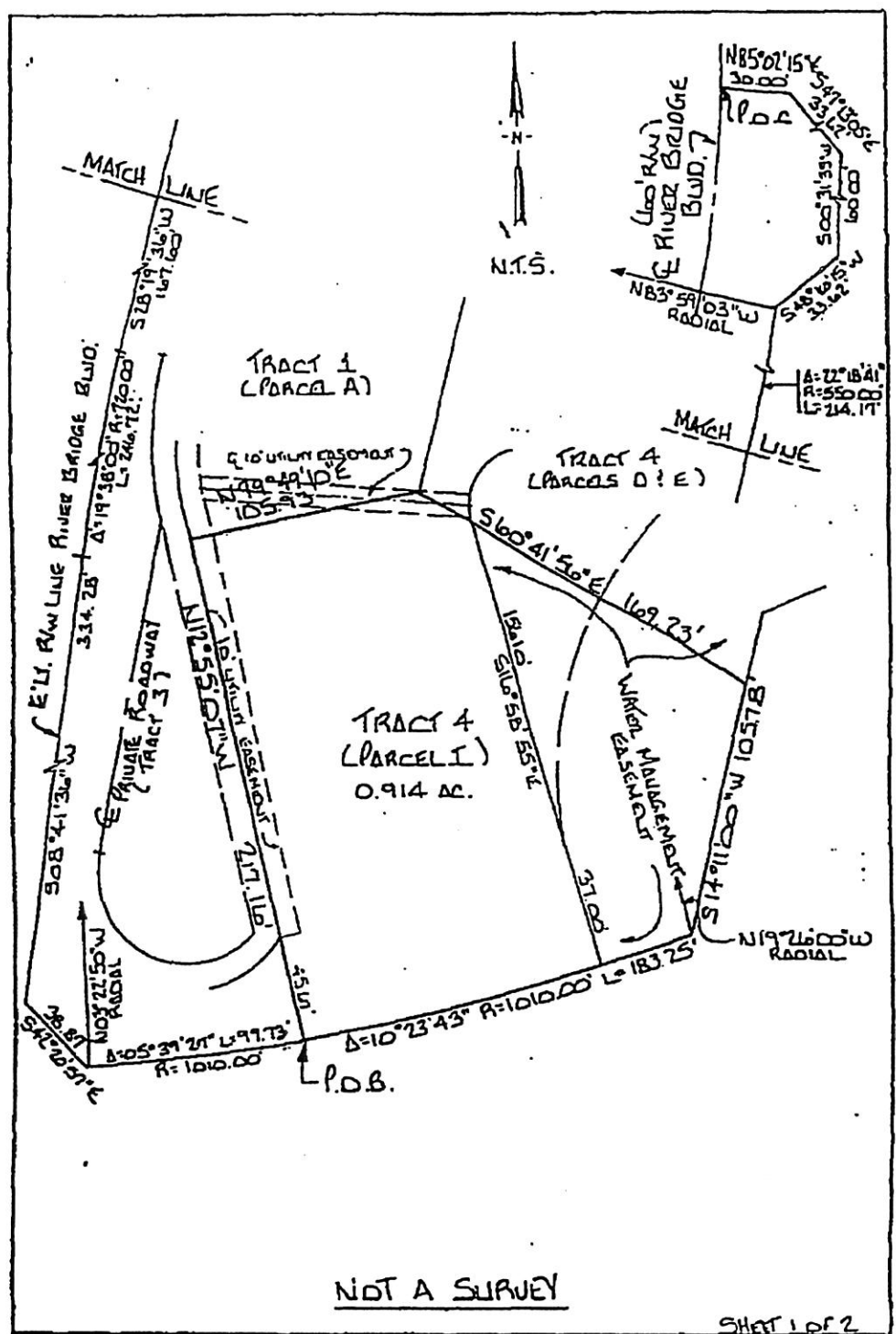
 PETSCHÉ & ASSOCIATES, INC. Professional Engineers - Land Surveyors - Development Consultants - Testing Services 2381 Metairie Blvd., Suite 8, W. Palm Bch, FL 33407 (407) 840-3800 6789 Overseas Highway, Suite 7, Marathon, Florida 33050 (305) 743-5700 1800 Redbud Boulevard, Suite 407, McKinney, Texas 75069 (214) 562-2600		
Drawn by: MEH	Date: 7-7-95	
Checked by: RAH	Scale: NONE	


EXHIBIT "A"

ORB 9374 Pg 859



NOT A SURVEY

SHEET 1 OF 2

 PETSCHÉ & ASSOCIATES, INC. <small>Professional Engineers - Land Surveyors - Development Consultants - Testing Services 2581 Metrocenre Blvd., Suite 6, W. Palm Bch., FL 33407 (407) 840-3800 6788 Overcross Highway, Suite 7, Meridian, Florida 33050 (305) 743-5788 1800 Redbud Boulevard, Suite 402, McKinney, Texas 75069 (214) 363-9800</small>		
Drawn by: MEL	Date: 6-7-95	SKETCH OF DESCRIPTION FOR PARCEL I CROSSWINDS AT RIVER BRIDGE
Checked by: RAH	Scale: NONE	
Drawing No.: 91-083-23		

ORB 9374 Pg 860

EXHIBIT "B"

TRACT 2 of "CROSSWINDS AT RIVER BRIDGE", according to the Plat thereof recorded in Plat Book 51, at Page 110, of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"

TRACT 3 of "CROSSWINDS AT RIVER BRIDGE", according to the Plat thereof recorded in Plat Book 51, at Page 110, of the Public Records of Palm Beach County, Florida.



RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

01/11/2002 09:26:35 20020018417
OR BK 13299 PG 1100
Palm Beach County, Florida

Eric A. Simon, Esq.
2825 University Drive
Suite 300, Coral Springs, Florida 33065

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

CROSSWINDS II AT RIVER BRIDGE, A CONDOMINIUM, ADDING PHASE 3

THIS AMENDMENT to Declaration of Condominium, is made by MAJESTY HOMES, INC., a Florida corporation ("DEVELOPER").

P R E A M B L E

CROSSWINDS II AT RIVER BRIDGE, A CONDOMINIUM (the "CONDOMINIUM") was created by the Declaration of Condominium thereof (the "DECLARATION"), recorded in Official Records Book 11575, Page 726, of the Public Records of Palm Beach County, Florida. In the DECLARATION, only Phase 1 was initially included within the CONDOMINIUM and in Paragraph 21 of the DECLARATION, DEVELOPER reserved the right to add one or more additional phases to the CONDOMINIUM, pursuant to Florida Statutes, Section 718.403.

Phase 2 has previously been added to the CONDOMINIUM pursuant to an Amendment to the Declaration, which Amendment is recorded in the Public Records of Palm Beach County, Florida.

DEVELOPER now desires to amend the DECLARATION to add Phase 3 to the CONDOMINIUM.

NOW, THEREFORE, DEVELOPER hereby amends the DECLARATION as follows:

1. Attached hereto as Exhibit "A" is the legal description of the land which constitutes Phase 3, and a survey of the land and a graphic description of the improvements in which UNITS are located and a plot plan thereof that, together with the DECLARATION, are in sufficient detail to identify the COMMON ELEMENTS and each UNIT and their relative locations and approximate dimensions, in Phase 3. Exhibit "A" of the DECLARATION is hereby amended by adding thereto Exhibit "A" of this Amendment, and the fee simple title to the property described in Exhibit "A" of this Amendment is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP as part of the CONDOMINIUM. Accordingly, the complete legal description of the land now comprising the CONDOMINIUM, and the complete survey of the land and graphic description of the improvements in which UNITS are located and plot plan thereof that, together with the DECLARATION, are in sufficient detail to identify the COMMON ELEMENTS and each UNIT and their relative locations and approximate dimensions, in the entire CONDOMINIUM as hereby amended by adding Phase 3, now consists of Exhibit "A" of the DECLARATION, as same may have been previously amended by the addition of prior phases, and Exhibit "A" of this Amendment.

2. With this Amendment, there are a total of 28 UNITS in the CONDOMINIUM. Accordingly, pursuant to Paragraph 7 of the DECLARATION, the undivided share in the COMMON ELEMENTS appurtenant to each UNIT in the CONDOMINIUM is 1/25, and pursuant to Paragraph 9 of the DECLARATION each UNIT OWNER will be responsible for a proportionate share of the COMMON EXPENSES and will own a proportionate share of the COMMON SURPLUS equal to such undivided share in the COMMON ELEMENTS.

3. Except as the DECLARATION is expressly or impliedly amended as provided herein, all of the terms and provisions of the DECLARATION shall remain in full force and effect.

BOOK 13299 PAGE 1101

IN WITNESS WHEREOF, DEVELOPER has caused this Amendment to Declaration of Condominium to be executed this 10th day of JANUARY, 2002

WITNESSES:

Carol T. Jones
Notary Public CAROL T. JONES
Rose B. Snee
Part Owner ROSE B. SNEEP

MAJESTY HOMES, INC., a Florida corporation

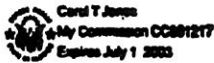
By: John Snee
JOHN SNEEP PRESIDENT
(Type/Print Name and Title)
144 PRIVATE PL.
GREENACRES FL 33413
(Address of Person Signing)

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2002, by JOHN SNEEP, as PRESIDENT of MAJESTY HOMES, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Carol T. Jones
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



BOOK 13299 PAGE 1102

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

CONSENT OF MORTGAGEE

TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF

CROSSWINDS II AT RIVER BRIDGE, A CONDOMINIUM, ADDING PHASE 3

The undersigned, being the holder of a mortgage encumbering the property submitted to the condominium form of ownership pursuant to the Amendment to Declaration of Condominium of Crosswinds II at River Bridge, a Condominium, Adding Phase 3, to which this Consent is attached, hereby consents to the Amendment, pursuant to Florida Statutes, Section 718.104

WITNESSES:

Union Planters Bank, N.A.

Cheryl Cooperman
Cheryl Cooperman
Kim C. Oliver
Kim C. Oliver

By: *Donald F. Shiley*
Senior Vice President
Title

STATE OF FLORIDA

SS:

COUNTY OF

The foregoing instrument was acknowledged before me this 24 day of October, 2001 by DONALD F. SHILEY as S.V.P. of Union Planters Bank, N.A. He/she is personally known to me or has produced personally known as identification.

Cheryl Cooperman
Notary Public, State of Florida at Large

My commission expires:

CHERYL COOPERMAN
Notary Public, State of Florida
My comm. exp. Jan. 26, 2004
Comm. No. CC 001740

BOOK 13299 PAGE 1103

EWING AND SHIRLEY, INC.

SURVEYORS AND MAPPERS
KENT W. EWING, PSM

EXHIBIT "A"
PHASE 3

SURVEYOR'S CERTIFICATE

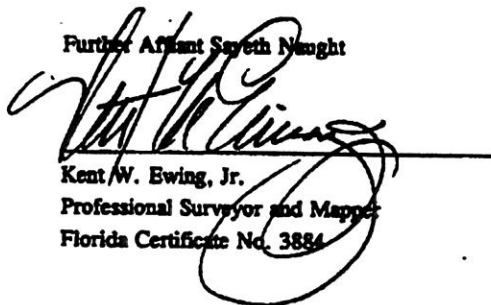
State of Florida)
County of Palm Beach)

CROSSWINDS II AT RIVER BRIDGE A CONDOMINIUM

BEFORE ME the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Kent W. Ewing, Jr., who after being duly cautioned and sworn, deposes and says as follows:

1. THAT he is a duly registered and duly licensed Surveyor and Mapper authorized to practice under the laws of the State of Florida, being Registered Surveyor and Mapper No. 3884.
2. Affiant hereby certifies that the construction of the improvements described in this Exhibit "A", Phase 3, is substantially complete so that this Exhibit "A", Phase 3, together with the Declaration of Condominium of CROSSWINDS II AT RIVER BRIDGE, A CONDOMINIUM, and the Exhibits attached thereto, is an accurate representation of the location and dimensions of the improvements described and that the identification, location and dimensions of the common elements, the limited common elements and each condominium unit therein can be determined from these materials.

Further Affiant Sayeth Naught



Kent W. Ewing, Jr.
Professional Surveyor and Mapper
Florida Certificate No. 3884

Sworn to and subscribed before me
this 9th day of January, 2002.

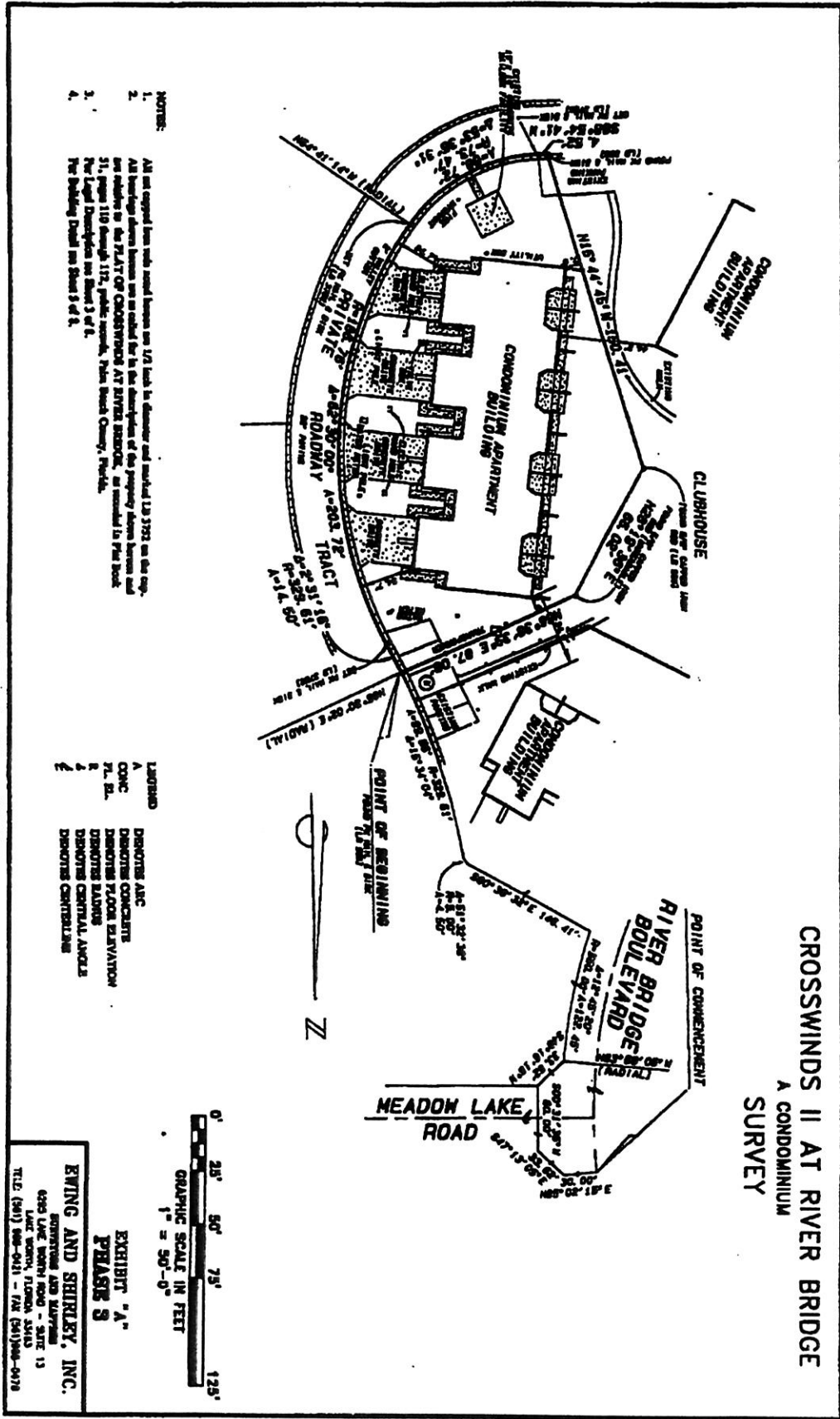
Sue Walsh
Notary Public State of Florida
My Commission Expires:



See Walsh
MY COMMISSION # CC44171 EDGES
July 18, 2003
RECORDING OFFICE OF PALM BEACH COUNTY

SHEET 1 OF 8

BOOK 13299 PAGE 1104



- NOTES:
1. All set original base rock survey on 1/2 inch to diameter and marked 125 5723 on the top.
 2. All bearings shown herein are as noted for in the description of the property shown herein and are subject to the PLAT OF CROSSWINDS AT RIVER BRIDGE, as recorded in Plat Book 51, pages 110 through 112, public records, Palm Beach County, Florida.
 3. The Legal Description on Sheet 3 of 4.
 4. The building Detail on Sheet 3 of 4.

- LEGEND
- A BEARING
 - CONC. DENOTES CONCRETE
 - FL. EL. DENOTES FLOOR ELEVATION
 - W. DENOTES WALLS
 - ∠ DENOTES CENTRAL ANGLE
 - ⊕ DENOTES CENTRAL ANGLE



EWING AND SHIPLEY, INC.
 SURVEYING AND MAPPING
 6352 LAKE WORTH ROAD - SUITE 13
 LAKE WORTH, FLORIDA 33453
 TEL: (561) 966-9411 - FAX (561) 966-0419

ALL ITEMS DEPICTED HEREON ARE EXISTING.

SHEET 2 OF 8

BOOK 13299 PAGE 1005

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.


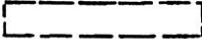

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser

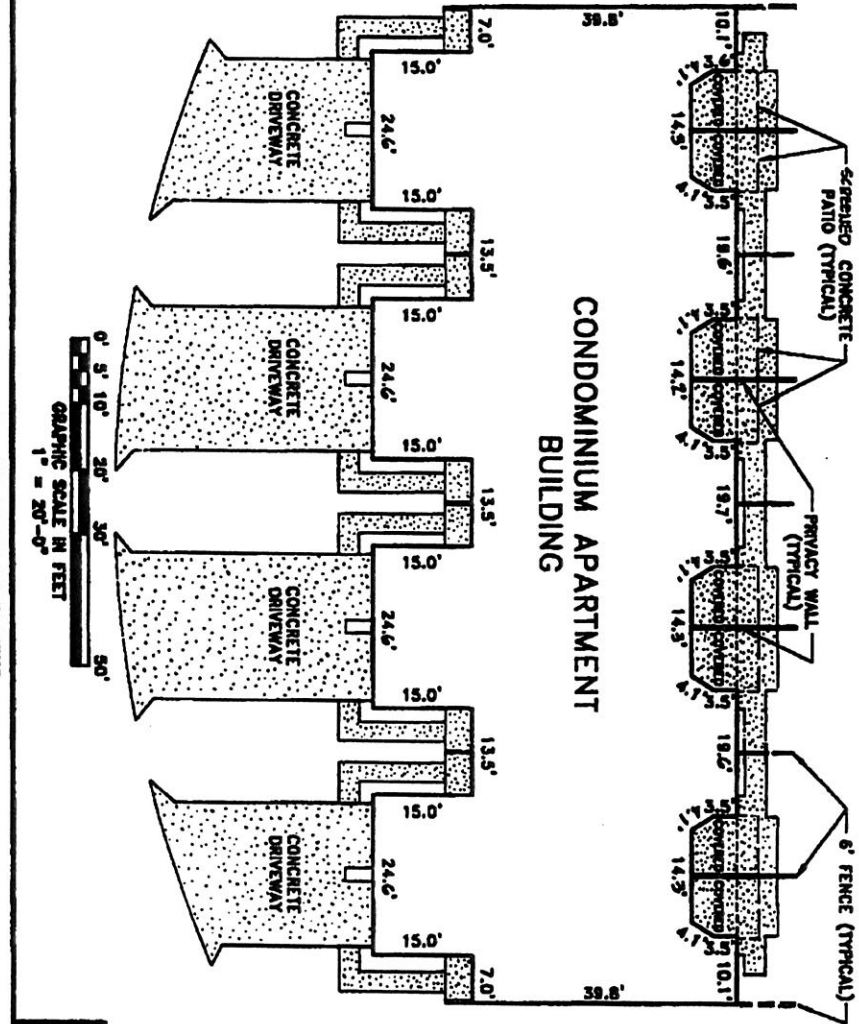
BOOK 13299 PAGE 1106

EXHIBIT "A"
PHASE 3

1. Each condominium unit consists of the space bounded by the vertical projection of the condominium boundary lines (undecorated interior walls) as shown and by the various planes of the undecorated floor and ceiling.
2. The unit dimensions and elevations shown hereon are average and measured to undecorated surfaces, they are intended to show the relative location of the unit boundaries as described in note number one above.
3. The elevation of the floors and ceilings are expressed in feet and decimal parts thereof and are based on National Geodetic Vertical Datum 1929.
4.  Denotes Boundary of Condominium Unit
 Denotes Boundary of Common Elements
 Denotes Boundary of Limited Common Elements (L.C.E.)
5. All condominium Units within the building are given identifying numbers, which are delineated within each condominium unit space in this exhibit. The condominium unit numbers are also the condominium parcel designation.
6. Exterior walls are 0.6 feet in width unless otherwise noted.
7. Interior walls are 0.7 feet in width unless otherwise noted.

BOOK 13299 PAGE 1107

CROSSWINDS II AT RIVER BRIDGE
A CONDOMINIUM
BUILDING DETAIL



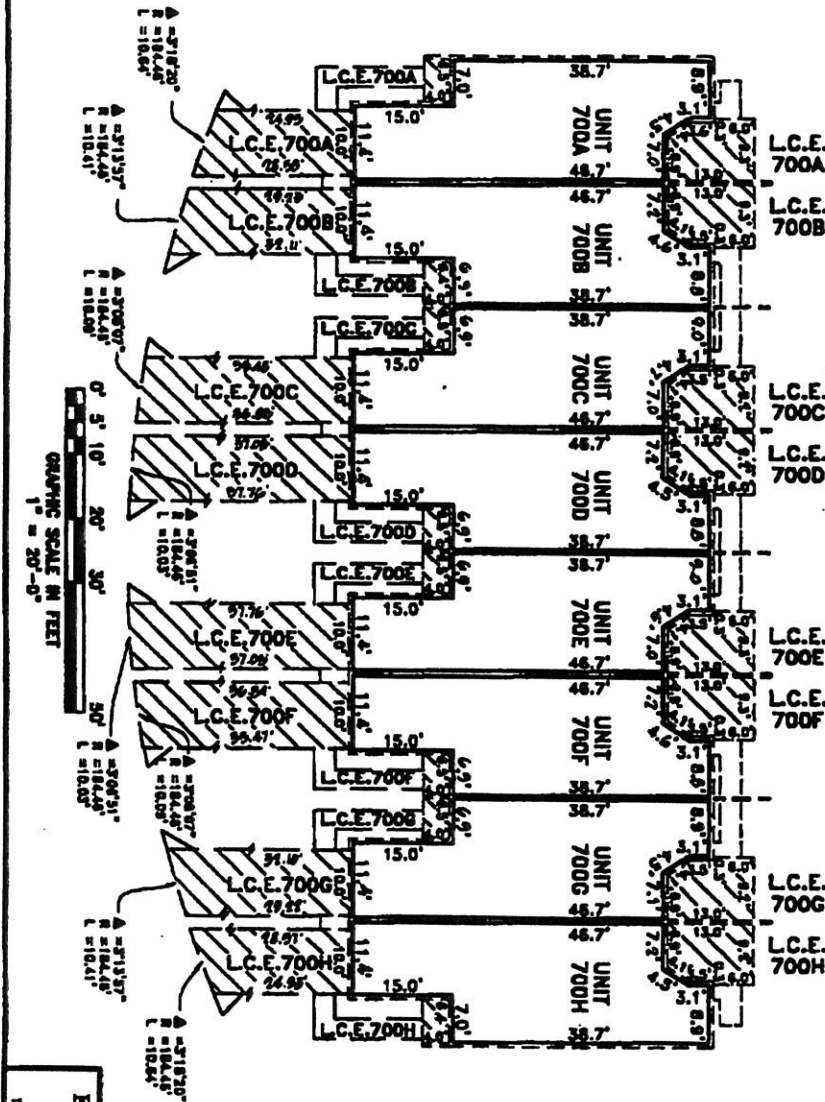
ALL ITEMS DEPICTED HEREON ARE EXISTING

EXHIBIT "A"
PHASE 3
EWING AND SHIRLEY, INC.
 SURVEYORS AND ENGINEERS
 4300 W. NORTH ROAD - SUITE 13
 TAMPA, FLORIDA 33609
 TEL: (813) 988-4471 - FAX: (813) 988-0173

SEAL 6 OF 8

BOOK 13299 PAGE 1106

CROSSWINDS II AT RIVER BRIDGE
 A CONDOMINIUM
FIRST FLOOR PLAN
 LOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
 AND CONDOMINIUM UNITS 700A THRU 700H



ALL ITEMS DEPICTED HEREON ARE EXISTING

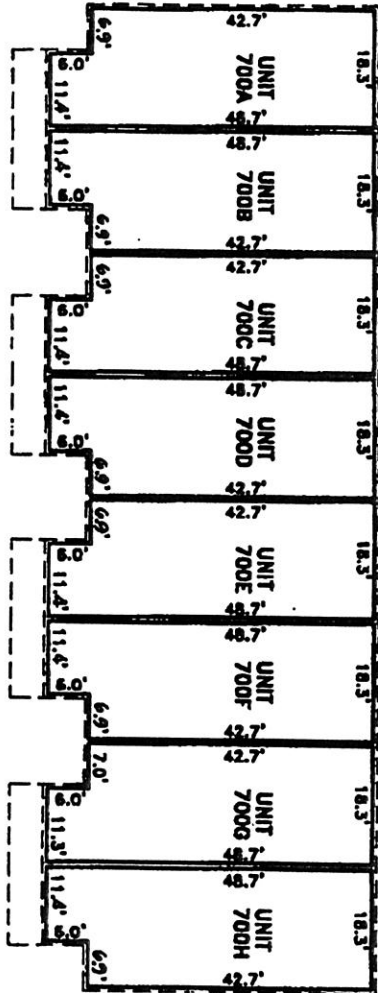
GRAPHIC SCALE IN FEET
 0' 5' 10' 20' 30' 50'
 1" = 20'-0"

EXHIBIT "A"
PHASE 3
EWING AND SHIRLEY, INC.
 4330 LANE NORTH ROAD - SUITE 13
 LAKE WORTH, FLORIDA 33443
 TEL: (561) 966-9421 - FAX: (561) 966-0418

SHEET 6 OF 8

BOOK 13299 PAGE 1109

CROSSWINDS II AT RIVER BRIDGE
A CONDOMINIUM
SECOND FLOOR PLAN
LOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
AND CONDOMINIUM UNITS 700A THRU 700H



ALL ITEMS INDICATED HEREON ARE EXISTING

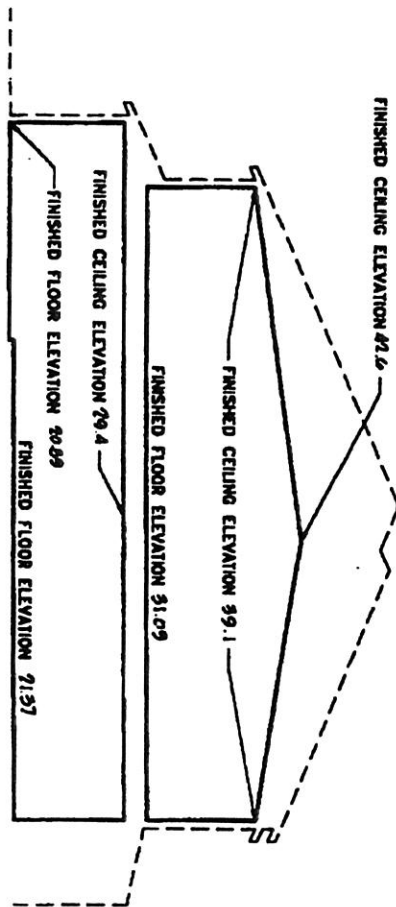
EXHIBIT "A"
PHASE 3

EWING AND SHIRLEY, INC.
REGISTERED ARCHITECTS
6255 LAKE WORTH ROAD - SUITE 13
LAKE WORTH, FLORIDA 33443
TEL: (407) 598-9411 - FAX: (407) 598-9178

SHEET 7 OF 8

BOOK 13299 PAGE 1110
Dorothy H. Wilken, Clerk

CROSSWINDS II AT RIVER BRIDGE
A CONDOMINIUM
ELEVATION VIEW
LOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
AND CONDOMINIUM UNITS 700A THRU 700H



ALL ITEMS DEPICTED HEREON ARE EXISTING

EXHIBIT "A"
PHASE 3

EWING AND SHIRLEY, INC.

ENGINEERS AND ARCHITECTS
4325 LANE WORTH ROAD - SUITE 113
LANE WORTH, FLORIDA 33410
TEL: (813) 996-0971 - FAX (813) 996-0478

SHEET 8 OF 8

