

DECLARATION OF CONDOMINIUM

ESTABLISHING

OCEANSIDE VILLAS, A CONDOMINIUM

TOWN & COUNTRY ENTERPRISES, INC., a Florida corporation, hereinafter called "Developer," does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "this Declaration," as and for a plan of condominium apartment ownership for Developer, consisting of real property and improvements thereon as hereinafter described.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of the receipt and acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in common property as herein defined.

I.

ESTABLISHMENT OF CONDOMINIUM

Developer is the owner of the fee simple title to that certain real property situate in the County of Brevard and State of Florida, which property is more particularly described as:

Lots 6, 7, 8 and 9, Block 1, COCOA OCEAN BEACH SUB-DIVISION, according to the Plat thereof recorded in Plat Book 10, Page 16, public records of Brevard County, Florida;

and on which property the Developer owns or is constructing three two-story apartment buildings containing a total of twenty-eight (28) apartments and twenty-nine (29) garages and other appurtenant improvements as hereinafter described.

The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as OCEANSIDE VILLAS, A CONDOMINIUM, hereinafter called "the condominium."

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in this Declaration and the Bylaws and Articles of Incorporation of OCEANSIDE VILLAS ASSOCIATION, INC., a Florida Corporation not for profit, hereinafter referred to as "Association."

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" or "apartment and garage" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" or "apartment and garage owner" shall be synonymous with the term "unit owner" as defined therein.

## II.

### SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof and marked Exhibit A, consisting of five (5) pages, are surveys of the land and graphic descriptions of the improvements in which the apartments and garages are located, and plot plan thereof identifying the apartments and garages in Building No. 1, and partial common elements, and their respective locations and dimensions. Due to the fact that Buildings No. 2 and No. 3, the pool area, walkways and driveways are not completed, the attached Exhibit A is incomplete. Developer reserves the right to amend the Declaration of Condominium to effect of record the completion of Buildings No. 2 and No. 3, the pool, walkways and driveways for a more complete description of the dwelling units, pool walkways, driveways and common elements. Such amendments to this declaration to effect of record

the completion of Buildings No. 2 and No. 3, the pool, walkways, driveways and common elements, as well as the description of the dwelling units and garages, need be signed only by the Developer, and need not be approved by the Association, dwelling unit owners, lienors or mortgagees of the dwelling units of the condominium, whether or not elsewhere required for an amendment.

A Surveyor's Certificate, certifying that said survey and plot plans, together with the wording of this Declaration, is a correct representation of the improvements described and that there can be determined therefrom, the identification, location, dimensions, and size of the common elements, and of each apartment and each garage; said Surveyor's Certificate being attached as Sheets 4 and 5 of Exhibit A. Said surveys, graphic descriptions and plot plans were prepared by JOHN M. ALLEN, Registered Professional Engineer - Florida Certificate No. 9423, Registered Land Surveyor - Florida Certificate No. 1906, and have been certified in the manner required by the Florida Condominium Act. For the purpose of identification, all apartments, garages and covered parking spaces in the buildings located upon said land are given identifying numbers and no apartment or garage bears the same identifying number as does any other apartment or garage. Said identifying numbers are as follows:

<u>Bldg. No. 1</u>		<u>Bldg. No. 2</u>		<u>Bldg. No. 3</u>	
<u>Apartment</u>	<u>Garage</u>	<u>Apartment</u>	<u>Garage</u>	<u>Apartment</u>	<u>Garage</u>
A1	G1	B6	G10	D1	G20
A2	G2	B7	G11	C6	G21
A3	G3	B8	G12	D2	G22
A4	G4	B9	G13	B11	G23
B1	G5	B10	G14	B12	G24
B2	G6	C1	G15	B13	G25
B3	G7	C2	G16	B14	G26
B4	G8	C3	G17	B15	G27
B5	G9	C4	G18	B16	G28
		C5	G19		G29

## III.

OWNERSHIP OF UNITS AND APPURTENANT SHARE  
IN COMMON ELEMENTS AND COMMON SURPLUS  
AND SHARE OF COMMON EXPENSES

Each apartment, or apartment and garage, shall be conveyed as an individual property unit capable of independent use and fee simple ownership, and the owner or owners of each unit shall own an undivided share in the common elements, as an appurtenance to the ownership of each said unit of the condominium, an undivided one-twentyeighth (1/28) share of all common elements of the condominium, which includes, but is not limited to, ground support area, stairways, walks, yard area, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-twentyeighth (1/28) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

All unit owners shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walkways, terraces, and other common property from and to the public highways bounding the condominium property, and a perpetual right or easement in common with all persons owning an interest in any unit of said condominium, to the use and enjoyment of all public portions of the building and to other common facilities (including, but not limited to utilities as they now exist) located in the common property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for any encroachments which now exist or hereafter may exist caused by settlement or movement of a building, and encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to the Association and its successors for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements, as set forth above.

IV.

APARTMENT BOUNDARIES, COMMON ELEMENTS,  
AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit A, Sheets 2 and 3 attached hereto. The dark, solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of apartments,

while the upper and lower boundaries of the apartments are shown in notes on Page 4 of Exhibit A, which notes relate to the elevations of the apartments.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as balconies and covered patios directly accessible only through an individual unit. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance relating to the floor and ceiling surfaces of such limited common elements shall be borne by and assessed against the individual unit owner. Any other expenses of maintenance, repair or replacement relating to such limited common elements or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses for the corporation.

Further, the Developer reserves the right to designate individual parking spaces for the exclusive use of individual unit owners, which said spaces are hereby made limited common elements. These limited common elements are reserved for the use of the owners of the units designated thereon and are appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use said limited common element so appurtenant. Expenses of maintenance, repair or replacement relating to such limited common elements shall be treated as and paid for as a part of the common expenses of the corporation, except, however, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the apartments, limited common elements and common

elements and easements of support in every portion of an apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all apartments.

V.

ADMINISTRATION OF CONDOMINIUM

The operation and management of the condominium shall be administered by OCEANSIDE VILLAS ASSOCIATION, INC., a corporation not for profit, organized and existing under laws of the State of Florida, subject to the terms and provisions of the Association's Bylaws and Articles of Incorporation.

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Association's Bylaws and Articles of Incorporation, as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Bylaws and Articles. True and correct copies of the said Articles and Bylaws of said Association are attached hereto, made a part hereof, and marked Exhibit B and Exhibit C respectively.

VI.

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument on the public records of Brevard County, Florida, shall automatically be members, such memberships to automatically terminate when they no longer own such interest. There shall be a total of 28 votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a unit is owned by the managing non-profit association, no vote shall be allowed for such unit. Where a unit is owned by more than one person, all the owners thereof shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such unit of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein shall be deemed to include Developer. All of the affairs, policies, regulations and property of the Association

shall be controlled and governed by the Board of Directors of the Association consisting of not less than three (3) nor more than seven (7) members who are to be elected annually by the members entitled to vote. Each director shall be the owner of a condominium unit (or partial owner of a condominium unit where such unit is owned by more than one individual), or if a unit is owned by a corporation, including Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors.

VII.

COMMON EXPENSES

The common expenses of the condominium will be shared by the unit owners in the same proportions as their percentage interests in all of the common elements. These ratios will remain regardless of the purchase prices of the units, their locations, or the square footage included in each unit. Any common surplus of the Association will be owned by the unit owners in the same proportions as their interests in all of the common elements.

VIII.

ASSESSMENTS  
COLLECTION, LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment

to the corporation of one-twenty-eighth (1/28) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the corporation shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the corporation. One twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least twenty-one (21) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each apartment unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such actions as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the corporation. The delinquent owner shall pay all costs, including reasonable attorney's fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument

an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

The provisions of Section 711.15 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article VIII of this Declaration, are incorporated herein by reference and made a part hereof.

The holder of a first mortgage acquiring title to an apartment by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall not be solely liable for the share of common expenses or assessments pertaining to such apartment or chargeable to the former apartment owner, which became due prior to such acquisition of title. Such unpaid share of common expenses shall be collectable from all of the apartment owners, including such acquirer of title.

Any person who acquires an interest in a unit, except through foreclosure of "an institutional first mortgage," shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessment.

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. Anything in this Declaration or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than December 31, 1972 except, however, if on said date the Developer has titled out to individual purchasers less than eighty percent (80%) of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall be \$40.00 per month for each apartment. Also during this interim the Developer will not be liable for an accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments thereon, against the unit owner and condominium parcel and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

Upon turning over the management of the condominium project to the owners through their Association, the Developer shall deposit with the Association Five Hundred Seventy-six (\$576.00) Dollars of prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their Association.

IX.

INSURANCE

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

1. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies will provide that payments by the insurer for losses will be made to the Association, the unit owners, and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses.
2. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements will be insured for its value, as determined by the Association. Such coverage will afford protection against:
  - a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.
  - b. Such other risks as from time to time will 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.
3. Public Liability, in such amounts and with such coverage as shall be required by the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
4. Workmen's compensation policy to meet the requirements of law.

5. Such other insurance as the Association shall determine from time to time to be desirable.
6. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense.
7. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage, or destruction sustained to the buildings or other improvements, shall be payable to the Association, the unit owners and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the institutional first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association; provided, however, that any repair and/or restoration on account of physical damage to the improvements shall restore said improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of 7% of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss or damage sustained to the condominium improvements shall be payable to the Association, and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the units

to the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund by such institutional first mortgagee shall be in accordance with such institution's usual and customary construction loan procedures. No fee whatsoever shall be charged by such institutional first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the Association and held for, and/or distributed to the unit owners in proportion to each unit owner's share of the common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the unit owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering units, such mortgagees may agree between or among themselves as to which one shall administer the construction loan funds.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Directors may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinafter provided. No institutional mortgagee shall be required to cause such insurance proceeds to be made available to the Association prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless

arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any unit, unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering a unit, shall be entitled to receive that portion of the insurance proceeds apportioned to said unit in the same share as the share in the common elements appurtenant to said unit.

If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least 22 units in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering units.

X.

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

1. Each unit owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment unit and which may now or hereafter be affixed or contained within said unit. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

2. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments. Painting and cleaning of all exterior portions of the buildings, including all exterior doors, except sliding glass doors opening onto patios, and windows, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

3. Where loss, damage or destruction is sustained by casualty to any part of the buildings, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage or destruction is insured for such casualty under the terms of the Association's

casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a unit owner's responsibility to maintain.

4. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof.

5. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

6. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, et cetera, at any time without the written consent of the Association, except however, the owner may paint or resurface the ceiling and floor of private balconies immediately adjoining his unit.

X I.

USE RESTRICTIONS

1. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants. No children under twelve (12) years of age will be permitted to reside in any of the apartments provided that commencing November 1, 1973, no children under thirteen (13) years of age will be permitted to reside in any of the apartments except that children may visit and temporarily reside for a period not to exceed thirty (30) days in any calendar year, which period will not be cumulative. The apartments may be occupied by no more than two

(2) adults and two children in each apartment as above defined.

2. No nuisance shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. No unit owner shall permit any use of his unit or make use of the common elements that will increase the cost of insurance upon the condominium property.

3. No immoral, improper, offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

4. No animals, birds or other pets of any nature and description shall be raised, bred, or kept in any apartment, or the common elements, without the written approval of the Board of Directors, which written approval it may grant, withhold, or revoke in its absolute pleasure.

5. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Board of Directors of the Association as provided by its Articles of Incorporation and Bylaws.

6. The Board of Directors or the agents and employees of the Association may enter any unit at reasonable times for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or the common property or in case of emergency threatening units or the common elements, to determine compliance with these restrictions, reservations, covenants, conditions and easements and the Bylaws of the Association.

7. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This subparagraph 7 shall not apply to the Developer and/or institutional first mortgagees.

8. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

9. No apartment may be leased or rented by a unit owner without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease be used. Notwithstanding the lease of his unit, the liability of the unit owner shall continue. If the lease is disapproved by the Board, it shall not be made. Leases may be approved upon such conditions as may be determined by the Board.

10. It is prohibited to hang garments, rugs, et cetera from the windows or from any of the facades of the project.

11. It is prohibited to dust rugs, et cetera from windows or balconies or to clean rugs, et cetera, by beating them on the exterior of the project.

12. Automobiles may be parked on the open parking areas of the condominium property adjacent to or near the apartment buildings, but only in accordance with regulations of the Board of Directors of the Association. Said parking areas form a part of the common elements of this condominium. No parking space may be used for any purpose other than parking automobiles which are in operating condition. No parking space may be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. No other vehicles or objects, including but not limited to trucks, motorcycles, trailers, boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Directors of the Association.

13. Until the Developer has closed all of the sales of all of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate the sale of said units,

including but not limited to maintenance of a sales office, model apartments, the showing of the property and the display of signs.

XII.

LIMITATIONS UPON RIGHT OF OWNER TO  
ALTER OR MODIFY APARTMENT UNIT

No owner of an apartment unit shall enclose the balcony or patio which constitutes a part thereof with glass, jalousies, wood, screen or any other material or make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electric wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building. Further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his unit.

XIII.

ADDITIONS, ALTERATIONS OR IMPROVEMENTS  
BY THE ASSOCIATION

Whenever, in the judgment of the Board of Directors, the condominium property shall require additions, alterations or improvements (in excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall specially assess all unit owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6th) of the current regular annual assessment, unless prior written unanimous consent is received from all voting members.

XIV.

ASSOCIATION'S RIGHT OF FIRST REFUSAL

1. Prior to the sale of any interest in any unit, the owner of said unit shall notify the Association, in writing, of the name, address, business,

occupation or employment of the offeror, accompanied with an executed copy of a bona fide offer as hereinafter defined. Members shall have the first right over non-members to accept such sale at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Association in writing of acceptance at least ten (10) days after the date of notice, which information the Association shall promptly forward to the owner. In the event the members giving notice receive acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit.

2. With the exception of transfers of ownership of any unit among and between co-owners of the unit, the Association shall have and is given hereby and granted hereby the right of first refusal to purchase such unit, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received for the sale of the unit. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale, and accompanied by an earnest money deposit in an amount equal to at least ten per cent (10%) of the purchase price. The Association's right of first refusal includes the right of the Association to designate another person or entity to take title to the unit in the event the Association exercises its right of first refusal. The Association's right of first refusal includes the right of the Association to approve any new non-member purchaser. If the Association upon the written approval of the owners of 75% of more of the units in the condominium, elect to exercise its option to purchase (or cause the same to be purchased by its designee), the Association shall notify the unit owner

desiring to sell of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner within fourteen (14) days from the Association's receipt of the owner's notice. Such notice by the Association to the owner, in order to be effective, must be accompanied by a binding written offer on the part of the Association, containing the same terms and conditions as the original offer to the unit owner, and shall be accompanied by an earnest money deposit of at least ten per cent (10%) of the purchase price. The apartment unit shall then be purchased by the Association or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any unit owner has notified the Board of Directors of the Association of his desire to sell as hereinabove provided, such owner shall be free to consummate such sale of his unit unless the Association, within fourteen (14) days from its receipt of the owner's required notice, has notified such owner of its exercise of its right of first refusal. In such event, the owner shall not sell the unit to any other than the party designated to the Board of Directors in the owner's original notice required hereunder, nor for any lower purchase price, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving the Association the right of first refusal as provided for herein upon such new terms.

3. An affidavit of the Secretary of the Association stating that the sale of the unit and interest in common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

4. Notwithstanding the provisions of this Article XIV 2. the Board of Directors may affirmatively approve and give its consent to such proposed sale and may do so without the approval of the members of the Association provided that a majority of the Board of Directors concur and evidence such concurrence in writing, delivered to the unit owner desiring to sell his unit.

5. Any purported sale of a unit where the owner has failed to comply with the foregoing provisions of this Article XIV shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period no longer than ninety (90) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the unit or by the recordation of a deed of conveyance thereto; and, provided, further, that the Association commence an action within such ninety (90) day period to have the same declared void.

6. Any institutional first Mortgagee making a mortgage loan for the purpose of financing the purchase of a unit in the condominium shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIV, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

7. Any purchaser of a unit in the condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Article XIV in selling such unit to such seller. After ninety (90) days following the consummation of any transaction involving the sale of a unit in the condominium, which sale may be evidenced by the recordation of a deed conveying the title to such unit, no action whatsoever may be brought by the Association to void such transaction by reason of noncompliance with this Article XIV.

8. The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of a unit, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the Association's right of first refusal relative to the sale or lease of a unit.

9. All the terms and provisions of this Article XIV set forth hereinabove relative to the Association's right of first refusal, shall at all times be

wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to a unit by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, lease or otherwise dispose of such units as it may deem in its best interests, without first offering the same to the Board of Directors and without any restrictions whatsoever. The exceptions to the right of first refusal as set forth in this section of this Article XIV shall be fully applicable to the developer, which likewise shall have the unrestricted right to sell or lease units which it owns in the condominium.

10. The provisions of this Article XIV shall not apply to transfers by a unit owner to any member of his immediate family (viz., spouse, children or parents) or to the transfer of ownership by testate or intestate succession.

XV.

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article IX of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning twentyone (21) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the corporation all of said unit owners' right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board of Directors of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of

the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage portion thereof, to-wit:

Apt. No.	%	Apt. No.	%	Apt. No.	%
A1	2.8893	B6	3.8933	D1	3.8934
A2	3.0678	B7	3.8933	C6	3.0009
A3	3.1124	B8	3.8934	D2	3.8934
A4	3.3356	B9	4.0049	B11	3.7818
B1	3.4471	B10	4.1165	B12	3.6702
B2	3.5587	C1	3.2240	B13	3.7818
B3	3.6702	C2	3.1124	B14	3.7818
B4	3.7818	C3	3.1794	B15	3.6702
B5	3.8934	C4	3.3356	B16	3.5587
		C5	3.5587		

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the

validity, priority or amount, or mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XVI.

ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment or garage, or if any apartment or garage now encroaches upon any other apartment or garage, or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the buildings, or alteration of the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XVII.

ASSOCIATION TO MAINTAIN REGISTER  
OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names of all owners of apartment units in the condominium, and any purchaser or transferee of a unit shall notify the Association of his interest in

such unit. Unit owners shall also notify the Association of the names of any party holding a mortgage on any unit and the names of all lessees in order that the Association may keep a record of same.

XVIII.

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon a unit in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XIX.

REAL PROPERTY TAXES DURING  
INITIAL YEAR OF CONDOMINIUM

In the event that during 1972, the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes shall be a common expense.

XX.

RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the Association. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his

or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

In any action brought against an apartment owner by the Association for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or Bylaws of the Association, the Association shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

XXI.

WAIVER

The failure of the corporation, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the Bylaws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against the owner of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the

provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXII.

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least twenty-one (21) units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association; and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend, or modify in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or amend any of the covenants, restrictions or conditions of this Declaration, until eighty (80) percent of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said Association has been legally dissolved, then any one of the Developers or a member of the last Board of Directors, their administrators, or assigns, must approve in writing of any modification or amendment of Section XIV herein.

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

XXIII.

CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXIV.

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

XXV.

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender or neuter gender, and the use of the singular and plural shall be taken to mean the other whenever the context may require.

XXVI.

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other reliefs as may be appropriate. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the condominium any structure which is in violation of the Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the Association shall then make the necessary repairs or improvements where such violation occurred, so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 3rd day of October, 1972.

WITNESSES:

TOWN & COUNTRY ENTERPRISES, INC.

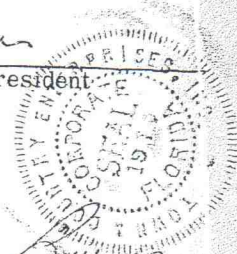
By: Arthur E. Burns  
Arthur E. Burns, President

[Signature]

Doris J. Porto

Attest:

By: Bernice W. Burns  
Bernice W. Burns, Secretary  
Treasurer



STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared ARTHUR E. BURNS and BERNICE W. BURNS, well known to me to be the President and Secretary/Treasurer, respectively, of TOWN & COUNTRY ENTERPRISES, INC., a Florida corporation, and they stated before me that they executed the foregoing Declaration of Condominium as the duly authorized officers of said corporation, that the said instruments were executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed thereto.

WITNESS my hand and official seal this 3rd day of October, 1972.

*Olive J. Porto*  
Notary Public  
State of Florida at Large



My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 21, 1973  
Bonded By American Fire & Casualty Co.

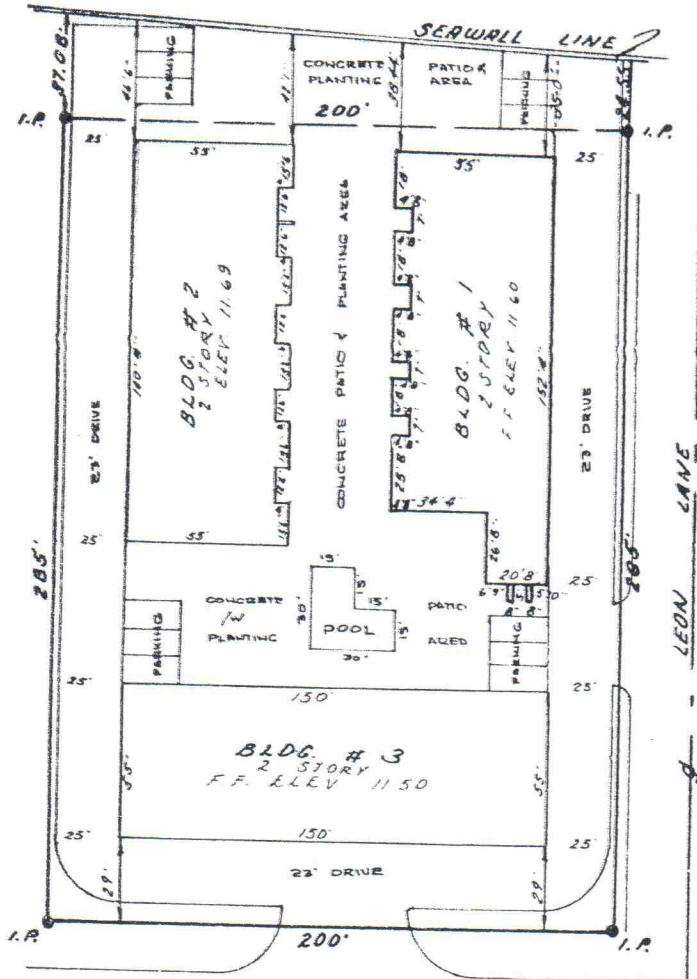
SEC. 26, TWP. 24 S, RNG. 37 E.

ATLANTIC OCEAN



Scale: 1" = 50'

Order #71373  
Feb. 19, 1972 (End)



LEON LANE  
50' R/W

A SURVEY OF

Lots 6, 7, 8, & 9,  
Block 1, Cocoa Ocean  
Beach Subdivision as  
recorded in Plat Book  
10, Page 16, Public  
Records of Brevard  
County, Florida

**ALLEN ENGINEERING, INC.**  
COCOA BEACH, FLORIDA

Certified as to survey

*[Signature]*  
Florida Surveyors Reg'n No. 1906  
Florida Engineers Reg'n No. 9423

OCEAN BEACH BLVD  
100' R/W

For: Town & Country Enterprises, Inc.  
SHT. 1 OF 5 REV. 10-26-72

EXHIBIT "A"  
 TO  
 DECLARATION OF CONDOMINIUM  
 ESTABLISHING  
 OCEANSIDE VILLAS,  
 & CONDOMINIUM  
 ATLANTIC OCEAN

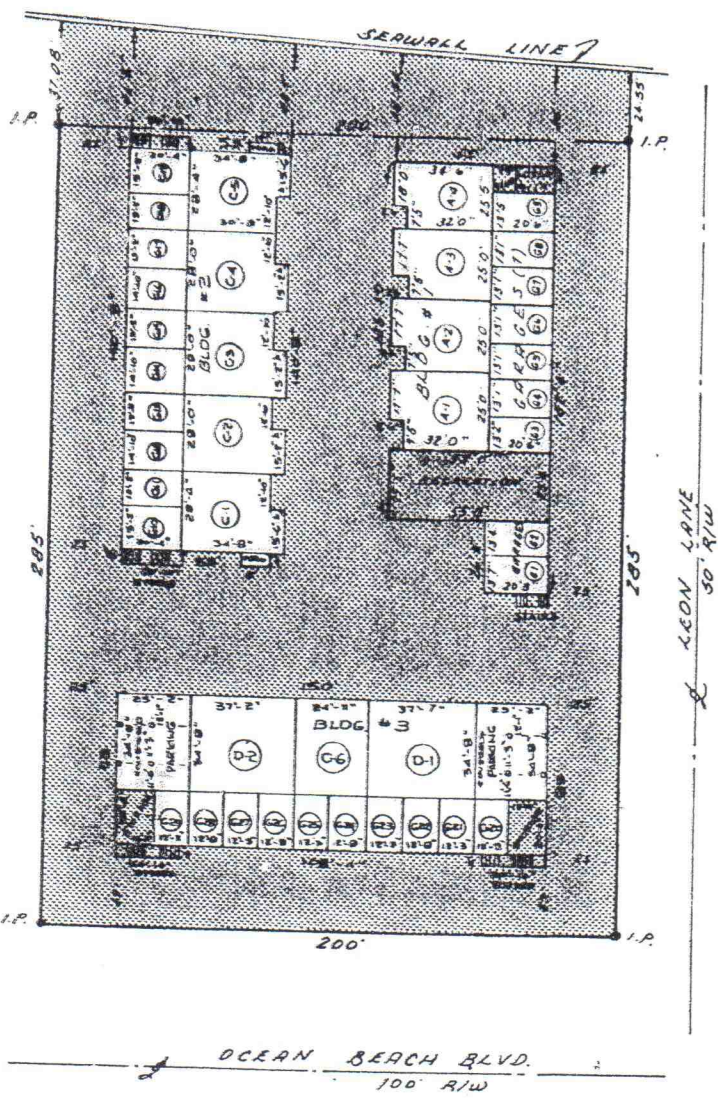
SEC. 26, TWP. 24 S, RNG. 37 E.

OFFL RECS 1288 PAGE 778

COMMON ELEMENTS.



SCALE: 1" = 50'



FLOOR & PLOT PLAN  
 1 ST. FLOOR

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 Certified as to survey

SEPT. 18, 1972  
 ORDER NO 71373  
 SH. 2 OF 5

FOR: TOWN & COUNTRY ENTERPRISES, INC.

*[Signature]*  
 Florida Surveyors Reg'n No. 1906  
 Florida Engineers Reg'n No. 9423

REV. 10/12/72 - ADD BLDGS 2 & 3

EXHIBIT "A"  
 TO  
 DECLARATION OF CONDOMINIUM  
 ESTABLISHING  
 OCEANSIDE VILLAS,  
 & CONDOMINIUM  
 ATLANTIC OCEAN

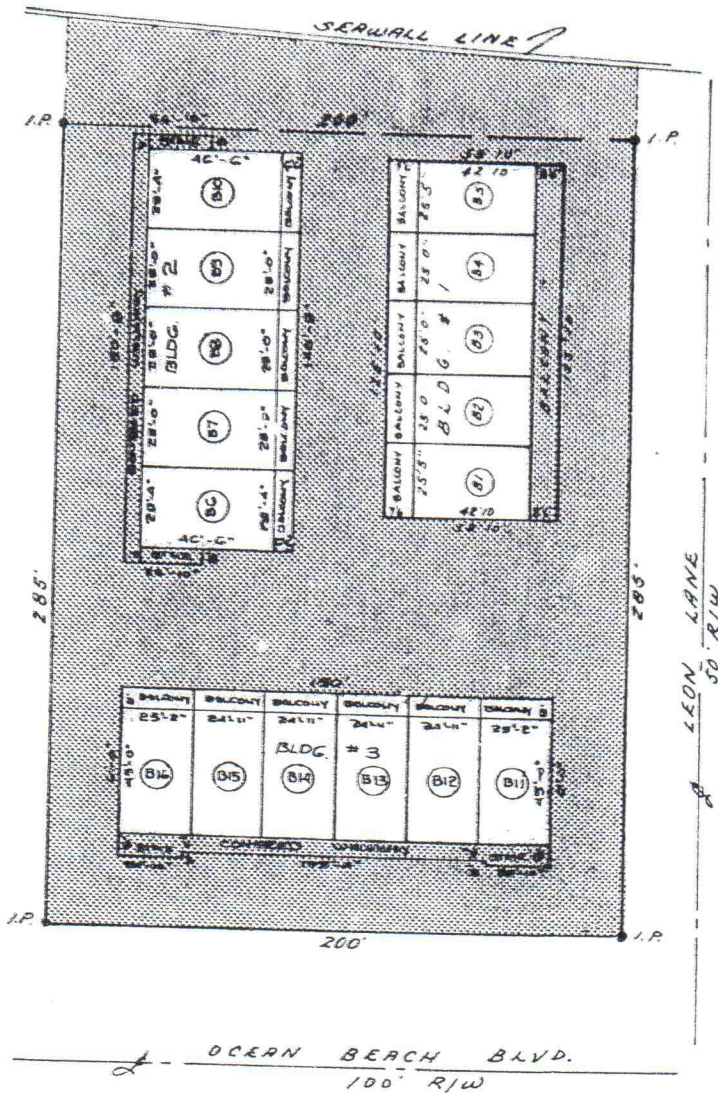
SEC. 26, TWP. 24S, RNG. 37E.

OFFL RECS 1288 PAGE 779

COMMON ELEMENTS



SCALE: 1"=50'



FLOOR & PLOT PLAN  
 2<sup>nd</sup> FLOOR

SEPT. 18, 1972  
 ORDER NO: 71373  
 SHT. 3 OF 5

FOR: TOWN & COUNTRY ENTERPRISES, INC.

REV. 10-16-72 - ADD BLDGS. 2 & 3

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 Certified as to survey

*John H. Allen*  
 Florida Surveyors Reg'n No. 1306  
 Florida Engineers Reg'n No. 9423

EXHIBIT "A"  
TO DECLARATION OF CONDOMINIUM  
ESTABLISHING  
OCEANSIDE VILLAS,  
A CONDOMINIUM

OFFICE  
RECS 1288 PAGE 780

LEGAL DESCRIPTION:

Lots 6, 7, 8, and 9, Block 1, Cocoa Ocean Beach Subdivision as recorded in Plat Book 10, Page 16, Public Records of Brevard County, Florida.

NOTES:

A. Improvements on land are to consist of three (3) two story apartment buildings containing a total of twenty-eight (28) apartments and twenty-nine (29) garages, all as shown on the above survey, graphic description and plot plan. Apartments A1, A2, A3, A4 are located on the first floor of Building #1; apartments B1, B2, B3, B4, B5 are located on the second floor of Building #1. Garages G1, G2, G3, G4, G5, G6, G7, G8, G9 are located in Building #1. Apartments B6, B7, B8, B9, B10 are located on the second floor of Building #2; apartments C1, C2, C3, C4, C5 are located on the first floor of Building #2. Garages G10, G11, G12, G13, G14, G15, G16, G17, G18, G19 are located in Building #2. Apartments D1, C6, D2 are located on the first floor of Building #3. Apartments B11, B12, B13, B14, B15, B16 are located on the second floor of Building #3. Six (6) covered parking spaces and garages G20, G21, G22, G23, G24, G25, G26, G27, G28, G29 are located in Building #3.

B. Elevations of apartments are:

1. First Story apartments Building #1
  - Floor 11.60
  - Ceiling 20.27
- Second Story apartments Building #1
  - Floor 20.64
  - Ceiling 29.31
2. First Story apartments Building #2
  - Floor 11.69
  - Ceiling 20.36
- Second Story apartments Building #2
  - Floor 20.73
  - Ceiling 29.40
3. First Story apartments Building #3
  - Floor 11.50
  - Ceiling 20.17
- Second Story apartments Building #3
  - Floor 20.54
  - Ceiling 29.21

These elevations refer to U.S.C. & G.S. M.S.L. Datum.

CERTIFICATION:

The undersigned, a registered professional engineer authorized to practice in the State of Florida, certifies

that the above survey of the land and graphic description of the completed improvements in which apartments are located and plot plan thereof, together with the wording of the Declaration of Condominium mentioned above, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and sizes of the common elements, the limited common elements and each apartment.

Signed this 2nd day of October, 1972.



John M. Allen  
Registered Professional Engineer  
Florida Certificate No. 9423

Registered Land Surveyor  
Florida Certificate No. 1906

Revised 10-2-72

Sheet 5 of 5

BYLAWS  
OF  
OCEANSIDE VILLAS ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY

These are the Bylaws of OCEANSIDE VILLAS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 17th day of February, 1972. OCEANSIDE VILLAS ASSOCIATION, INC., hereinafter called "Association," has been organized for the purpose of administering the operation and management of OCEANSIDE VILLAS, A CONDOMINIUM, a project established or to be established in accordance with the Condominium Act of the State of Florida upon property situate, lying and being in Brevard County, Florida, more particularly described as follows:

Lots 6, 7, 8 and 9, Block 1, COCOA OCEAN BEACH SUB-DIVISION, according to the Plat thereof recorded in Plat Book 10, Page 16, public records of Brevard County, Florida.

a. The provisions of these Bylaws are applicable to said condominium, and the terms and provisions hereof are expressly subject to the effect of the terms and provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium which are recorded in the public records of Brevard County, Florida. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling wherever the same may be in conflict herewith.

b. All present or future owners, tenants, future tenants, or their employees, or any other person that might use said condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these Bylaws and in said Articles of Incorporation and Declaration of Condominium.

c. The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy

of said units will signify that these Bylaws, Charter provisions and regulations in the Declaration of Condominium are accepted, ratified and will be complied with.

d. Anything in these Bylaws to the contrary notwithstanding, the said Bylaws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this nonprofit corporation, the management of said condominium project being vested in the Developer until said turn-over.

e. The fiscal year of the Association shall be the calendar year.

f. The seal of the Association shall bear the name of the Association, the word "Florida," the words "a corporation not for profit," and the year of incorporation, an impression of which seal is as follows:

g. The office of the Association shall be at 17 Sloop Drive, Cocoa Beach, Florida 32931.

## 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

b. A quorum of members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c. The vote of the owners of an apartment unit owned by more than one person or by a corporation or other entity shall be cast by the person named in the written notice signed by all of the owners of the apartment units

filed with the Secretary of the Association, and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting.

e. Approval or disapproval of an apartment unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if an an Association meeting.

f. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

### 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual members' meeting shall be held at the office of the Association at 8:00 o'clock P. M., Eastern Standard Time, on the second Tuesday of January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Tuesday.

b. Special members' meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated

in the notice unless by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

c. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary/Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership required to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance if greater than a quorum, is present.

d. At meetings of membership the President, or in his absence, the Vice President, shall preside, or in the absence of both the membership shall elect a chairman.

e. The order of business at annual members' meetings, and as far as practical at any other members' meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment of chairman of inspectors of election.
- (7) Election of directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

f. Meetings of the Association shall be held at the principal office of the Association or such other suitable place convenient to the owners as may be designated by the Board of Directors.

#### 4. BOARD OF DIRECTORS AND OFFICERS

a. Each Director elected at the first annual meeting of the members and at each annual members' meeting thereafter shall serve for the term of one year or until his successor is duly elected. Directors may be removed for cause by an affirmative vote of the members owning not less than 50% of the apartment units in the condominium at a special meeting called for such purpose. Directors may be removed without cause by an affirmative vote of the members owning not less than 80% of the apartment units in the condominium.

b. Election of directors shall be conducted in the following manner:

(1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the majority of the remaining Directors.

c. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were

elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

d. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

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

f. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived.

g. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two (2) directors. Not less than three (3) days' notice of a meeting shall be given to each director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

h. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

i. A quorum of a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these

Bylaws or the Declaration of Condominium. If any directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the directors who are present may adjourn the meeting from time to time until a quorum or the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

j. The presiding officer of directors' meeting shall be the President. In the absence of the President, the Vice President shall preside.

k. Directors' fees, if any, shall be determined by the members.

l. All the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(1) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(2) The maintenance, repair, replacement, operation and management of the condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(3) The reconstruction of improvements after casualty, and further improvement of the property, real and personal;

- (4) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;
- (5) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration of Condominium;
- (6) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in the operation and management of the condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;
- (7) To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;
- (8) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium and any regulations hereinafter promulgated governing use of the property in the condominium;
- (9) To pay all taxes and assessments which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens;
- (10) To carry insurance for the protection of the members and the Association against casualty and liability;
- (11) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units; and
- (12) To employ personnel to perform the services required for proper administration of the Association.

m. The undertakings and contracts authorized by the said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

5. OFFICERS

a. The principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an Assistant Secretary, an Assistant Treasurer, and such other officers as in their judgment may be necessary.

b. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to the power to appoint committees from among the owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

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

d. The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices of the members and directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, administration and salaries. He shall have custody of all property of the Association, including funds, securities and evidence of

indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

e. The Board of Directors shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Copies of the proposed budget and proposed assessments shall be transmitted to each member for the year for which the budget is made. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

f. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the directors.

g. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

h. Fidelity bonds shall be required by the directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

a. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them.

b. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the apartment units in the condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Board of Directors and members.

d. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be

recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

The undersigned, being the Secretary/Treasurer of OCEANSIDE VILLAS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the 17th day of February, 1972.

Bernice W. Burns.  
BERNICE W. BURNS  
Secretary/Treasurer

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BREVARD COUNTY, FLA.  
1972 OCT 27 AM 11 10  
806133  
C. J. [Signature]  
CLERK OF COURT 2007

ARTICLES OF INCORPORATION

OF

OCEANSIDE VILLAS ASSOCIATION, INC.

(a corporation not for profit)

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

I.

The name of the proposed corporation shall be OCEANSIDE VILLAS ASSOCIATION, INC.

II.

The purposes and objects of the corporation shall be to administer the operation and management of a condominium to be established by TOWN & COUNTRY ENTERPRISES, INC., a Florida corporation, hereinafter called "Developer," the condominium apartment complex to be established in accordance with the laws of the State of Florida upon property situate, lying and being in Brevard County, Florida, to-wit:

Lots 6, 7, 8 and 9, Block 1, COCOA OCEAN BEACH SUBDIVISION, according to the Plat thereof recorded in Plat Book 10, Page 16, public records of Brevard County, Florida;

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Condominium which will be recorded in the public records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of condominium ownership; and to own, operate, lease,

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TALLAHASSEE, FLORIDA

sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium. The corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The corporation shall have the following powers:

1. The corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida including the Condominium Act, Chapter 711, of the Florida Statutes.
2. The corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including but not limited to the following:
  - a. To make and establish reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in said Declaration of Condominium.
  - b. To levy and collect assessments against members of the corporation to defray the common expenses of the condominium as may be provided in said Declaration of Condominium and in the Bylaws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium, which may be necessary or convenient in operating and managing the condominium and in accomplishing the purposes set forth in said Declaration of Condominium.
  - c. To maintain, repair, replace, operate and manage the condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the condominium property.

d. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the association.

e. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as same may be hereafter established.

f. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use or benefit to owners of apartment units, all as may be deemed by the Board of Directors to be in the best interests of the association.

g. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to said Declaration of Condominium.

#### IV.

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

1. The owners of all apartment units in the condominium shall be members of the association, and no other persons or entities shall be entitled to membership, except as provided in item 5 of this Article IV.

2. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any part shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any

apartment unit except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment units, or who may own a fee ownership interest in two or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his apartment unit. The funds and assets of the corporation shall belong solely to the corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the said Bylaws.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. Should any member own more than one apartment unit, such members shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by said Bylaws.

5. Until such time as the property described in Article II hereof is submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The corporation shall have perpetual existence.

VI.

The principal office of the corporation shall be located at:  
17 Sloop Drive, Cocoa Beach, Florida 32931;

but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII.

The affairs of the corporation shall be administered by the President of the corporation assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the direction of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director or officer of the corporation.

VIII.

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three. The number of members of succeeding Boards of Directors shall be as provided from time to time by the Bylaws of the corporation. The members of the Board of Directors shall be elected by the members of the corporation at the annual meeting of the membership as provided by the Bylaws of the corporation, and at least a majority of the Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation. Notwithstanding the foregoing, the first election of directors will not be held until after the Developer has closed the sales of all the condominium units of the condominium established by it upon the lands described in Exhibit A attached hereto, or until it elects to terminate its control of the Association, or until December 31, 1976, whichever first occurs. The directors named in these Articles will serve until the first election of directors and any vacancies in

in their number occurring before the first election will be filled by the remaining directors.

IX.

The Board of Directors shall elect a President, Vice President, and Secretary/Treasurer, and as many additional Vice Presidents and Assistant/Secretary/Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer needs to be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

X.

The names and addresses of the First Board of Directors who, subject to the provisions of these Articles, the Bylaws, and the laws of the State of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

NAME	ADDRESS
ARTHUR E. BURNS	17 Sloop Drive Cocoa Beach, Florida 32931
BERNICE W. BURNS	17 Sloop Drive Cocoa Beach, Florida 32931
MALCOLM R. KIRSCHENBAUM	66 North Atlantic Avenue Cocoa Beach, Florida 32931

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the corporation, the names of which subscribers and their respective post office addresses are more particularly set forth in Article X above.

XII.

The officers of the corporation who shall serve until the first election under these Articles shall be the following:

President	ARTHUR E. BURNS
Vice President	MALCOLM R. KIRSCHENBAUM
Secretary/Treasurer	BERNICE W. BURNS

XIII.

The original Bylaws of the corporation shall be adopted by the Board of Directors, and thereafter, such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

XIV.

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting

as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation

be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles which shall abridge, amend or alter the right of OCEANSIDE VILLAS ASSOCIATION, INC., to designate and select members of each Board of Directors of the corporation, as provided in Article VII hereof, may be adopted or become effective without the prior written consent of OCEANSIDE VILLAS ASSOCIATION, INC.

XVI.

The name of the Resident Agent of this corporation and his address is as follows: Malcolm R. Kirschenbaum, 66 North Atlantic Avenue, Cocoa Beach, Florida 32131.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 16th day of February, 1972.

Arthur E. Burns (SEAL)  
Arthur E. Burns

Bernice W. Burns (SEAL)  
Bernice W. Burns

Malcolm R. Kirschenbaum (SEAL)  
Malcolm R. Kirschenbaum

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared ARTHUR E. BURNS, BERNICE W. BURNS, and MALCOLM R. KIRSCHENBAUM, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this 16th day of February, 1972.

My commission expires:  
10-21-73

Oline J. Porter  
Notary Public  
State of Florida at Large

CERTIFICATE DESIGNATING RESIDENT AGENT

Pursuant to Chapter 48.001, Florida Statutes, the following is submitted in compliance with said Act:

That, OCEANSIDE VILLAS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the articles of incorporation at the City of Cocoa Beach, County of Brevard, State of Florida, has named MALCOLM R. KIRSCHENBAUM, located at 66 North Atlantic Avenue, Suite 11, City of Cocoa Beach, Florida, as its agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
MALCOLM R. KIRSCHENBAUM  
Resident Agent

FILED  
FEB 17 3 20 PM 1972  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OCEANSIDE VILLAS ASSOCIATION, INC.

5000 OCEAN BEACH BLVD.

COCOA BEACH, FLORIDA

AMENDMENT TO DECLARATION OF CONDOMINIUM  
Section XII, Page 21

Shutters of the roll down type made for protection from hurricanes, burglaries, etc. may be installed at the owner's expense to conform in appearance with those on the balcony side of Unit B-14. Unit owners are under no obligation to install such shutters, but have the option of so doing if they wish this protection.

\* \* \* \* \*

This amendment has been approved in writing by 25 of the 28 owners of Oceanside Villas:-Apt. Numbers A1, A2, A3, A4, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B13, B14, B15, B16, C1, C3, C4, C5, D1, D2. 21 are required as per Section XXII, Declaration of Condominium.

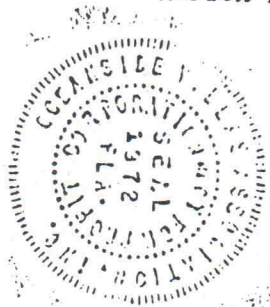
CERTIFIED BY:

Roy Mayo  
Roy Mayo - President

Marion R. Sayles  
Marion R. Sayles - Corresponding Secretary & Acting Treasurer

Witness Kathy Taylor

Witness Wesley Montgomery



Acknowledged before me, July 20, 1979

Ruby M. [Signature]  
Notary Public

Commission Expires - Notary Public, State of Florida at Large

My Commission Expires Aug. 11, 1980

Qualified by American Bar & Council's Committee

This instrument prepared by:

Marion R. Sayles  
Marion R. Sayles  
5000 Ocean Beach Blvd.  
Cocoa Beach, Florida

mailed to



OCEANSIDE VILLAS ASSOCIATION, INC.

5000 Ocean Beach Blvd.

Cocoa Beach, Florida

January 14, 1975

AMENDMENT TO BY-LAWS

Section 5, Paragraph g, Page 10

AN AUDIT OF THE ACCOUNTS OF THE ASSOCIATION SHALL BE MADE ANNUALLY, INCLUDING THE YEAR 1974, A COPY OF THE REPORT TO BE FURNISHED TO EACH MEMBER NOT LATER THAN MAY 1 OF THE YEAR FOLLOWING THE YEAR FOR WHICH THE REPORT IS MADE.

CERTIFIED BY:

Margaret R. Bird  
Margaret R. Bird, President

Ethel M. Davis  
Ethel M. Davis, Secretary

FILED AND RECORDED  
BREVARD COUNTY, FLA.  
VERIFIED

1975 JAN 27 AM 10 41  
945403

Curtis R. Barnes  
CLERK CIRCUIT COURT

Witness David N. Inbusch

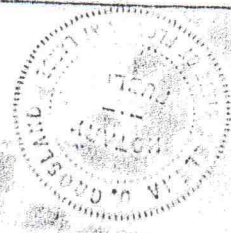
Witness [Signature]

MARGARET R. BIRD AND ETHEL M. DAVID  
Acknowledged before me January 20, 1974

Elena D. Hoaland  
Notary Public

Commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 15, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS



THIS INSTRUMENT PREPARED BY:

[Signature]  
5000 Ocean Beach Blvd.  
Cocoa Beach, Florida



OCEANSIDE VILLAS ASSOCIATION, INC.

5000 OCEAN BEACH BLVD.

COCOA BEACH, FLORIDA



APRIL 12, 1979

REPEAL OF AMENDMENT TO BY-LAWS as filed NOVEMBER 1974 WITH CLERK OF COURT, BREVARD COUNTY, OFFICIAL RECORD 1492, PAGE 748, verification # 937464.

This repeal has been approved by the 21 owners of OCEANSIDE VILLAS APT. NUMBERS A1, A2, A3, A4, B2, B3, B4, B5, B6, B9, B10, B11, B12, B13, B14, B15, B16, C3, C4, C5, D2, as required by the Declaration of Condominium.

Future Elections will be held as per Section 4 of the By-Laws.

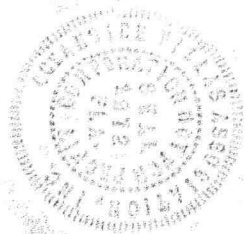
CERTIFIED BY:

Roy Mayo  
Roy Mayo - President

Marion R. Sayles  
Marion R. Sayles, Corresponding Secretary & Acting Treasurer

Witness Sustana Rios

Witness Kathy Taylor



Acknowledged before me, April 12, 1979

Susan Lovat  
Notary Public

Commission Expires Notary Public, State of Florida at Large  
My Commission Expires Aug. 11, 1983  
Bordick by American Pro. & Guaranty Company

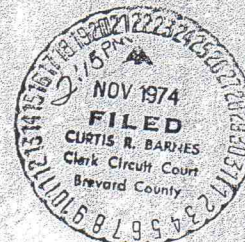
This instrument prepared by:

Marion R. Sayles  
Marion R. Sayles  
5000 Ocean Beach Blvd.  
Cocoa Beach, Florida

316241

379 JAN 17 PM 2:43

OCEANSIDE VILLAS ASSOCIATION, INC.  
5000 Ocean Beach Blvd.  
Cocoa Beach, Florida



104709 PGS

November 18, 1974  
AMENDMENT TO BY-LAWS  
Section 4, Paragraph d

THE BOARD OF DIRECTORS OF OCEANSIDE VILLAS ASSOCIATION, INC. WILL CONSIST OF FIVE (5) MEMBERS. OF THE FIVE (5) ELECTED AT THE 1975 ANNUAL MEETING, TWO (2) MEMBERS WILL SERVE A ONE (1) YEAR TERM AND THREE (3) MEMBERS WILL SERVE A TWO (2) YEAR TERM. THEREAFTER, AT THE ANNUAL MEETING OF OCEANSIDE VILLAS ASSOCIATION, INC., ON EVEN YEARS, TWO (2) MEMBERS WILL BE ELECTED, AND ON ODD YEARS, (3) MEMBERS WILL BE ELECTED.

IF A VACANCY OR RESIGNATION OCCURS FROM THE BOARD OF DIRECTORS, THE BOARD WILL APPOINT A MEMBER OF OCEANSIDE VILLAS ASSOCIATION, INC. TO FILL THAT VACANCY UNTIL THE FOLLOWING ANNUAL ELECTION, AT WHICH TIME THE MEMBERS OF OCEANSIDE VILLAS ASSOCIATION, INC. WILL ELECT A DIRECTOR TO FILL THE UNEXPIRED TERM.

CERTIFIED BY:

Margaret R. Bird  
Margaret R. Bird, President

Marion R. Sayles  
Marion R. Sayles, Secretary-Treasurer

FILED AND RECORDED  
BREVARD COUNTY FLA.  
1974 NOV 25 AM 10 30  
937464  
Curtis R. Barnes  
CLERK CIRCUIT COURT

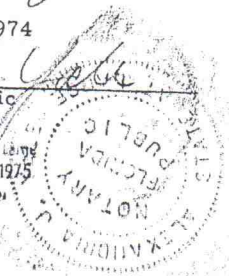
Witness Alexandria J. Yell  
Witness A. J. [Signature]

Acknowledged before me November 22, 1974

Alexandria J. Yell  
Notary Public

Commission expires

Notary Public, State of Florida at Large  
My Commission Expires Aug. 20, 1975  
Bonded By American Fire & Casualty Co.



THIS INSTRUMENT WAS PREPARED BY:

Marion R. Sayles  
500 Ocean Beach Blvd  
Cocoa Beach, Fla.

RETURN TO:  
 VINCENT M. MANGINO  
 ATTORNEY AT LAW  
 1630 N. Atlantic Ave., Suite 402  
 Cocoa Beach, FL 32931

*Sandy Crawford* Clerk Circuit Court  
 Recorded and Verified Broward County, FL  
 R. Fee 2 P. Fee 2  
 T. Fee 1.50 Rec. Fee 9.00  
 Excise Tax \_\_\_\_\_  
 Int. Tax \_\_\_\_\_  
 Service Chg. \_\_\_\_\_ Refund \_\_\_\_\_

AMENDMENT TO DECLARATION OF CONDOMINIUM  
 OF OCEANSIDE VILLAS ASSOCIATION, INC.

The undersigned owners and members of Oceanside Villas Association, Inc., whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association and wherein at said meeting the following amendments were passed by the requisite number of votes, namely at least 21, which amendments are as follows:

Section XI

Paragraph 5, Page 19 is amended to read as follows:

The Board of Directors shall enforce the rules and regulations by assessing appropriate fines for violations. Fines so assessed will be due and payable within ten (10) days of assessment. Fines so assessed and unpaid thirty (30) days after assessment will be collected as provided in Section XX, Paragraph 2, Page 29.

Section XI

Paragraph 9, Page 20 is amended to read as follows:

The Board of Directors shall assess fines for each day of violation of the Uniform Lease Form approved by the Board. Fines so assessed will be due and payable within ten (10) days of assessment. Fines so assessed and unpaid thirty (30) days after assessment will be collected as provided in Section XX, Paragraph 2, Page 29.

Said fines shall be levied in accordance with the applicable sections of Florida Statutes, Title 718, and shall in no way exceed the requirements of that statute.

In the event in said fine does exceed said statute, then these amendments shall be applied only to the extent as permitted by law.

*B.5* *Angela Smith*  
*Arthur J. Edwards* B-11  
*Bern Wright* C3  
*Bern Wright* by C1  
*Phyllis + John E. M. Warr*

*Angela Smith* for B-12  
*Arthur J. Edwards* for B-9  
*Bern Wright* for B-3  
*Bern Wright* 50  
*Phyllis + John E. M. Warr* B16  
*Phyllis + John E. M. Warr*

527509

94 JUN 13 PM 4:31

BR 3350FG2471

AMENDMENTS TO DECLARATION OF CONDOMINIUM  
Section VIII, Par. 2, Page 9

AFTER ADOPTION OF A BUDGET AND DETERMINATION OF THE ANNUAL ASSESSMENT PER UNIT, THE CORPORATION SHALL ASSESS SUCH SUM BY PROMPTLY NOTIFYING ALL OWNERS BY DELIVERING OR MAILING NOTICE THEREOF TO THE VOTING MEMBER REPRESENTING EACH UNIT AT SUCH MEMBER'S MOST RECENT ADDRESS AS SHOWN BY THE BOOKS AND RECORDS OF THE CORPORATION. ONE TWELFTH (1/12) OF THE ANNUAL ASSESSMENT SHALL BE DUE AND PAYABLE IN ADVANCE TO THE ASSOCIATION ON THE FIRST DAY OF EACH MONTH. IF MONTHLY MAINTENANCE PAYMENT IS NOT RECEIVED IN FULL BY THE 10TH OF THE MONTH, THE OWNER WILL BE SUBJECT TO A LATE CHARGE OF 10% OF THE MONTHLY PAYMENT. LATE CHARGES SHALL TAKE PRIORITY IN THE ASSOCIATION RECORDS, THEREBY REDUCING THE AMOUNT CREDITED TO THE OWNER'S MAINTENANCE ACCOUNT. PARTIALLY PAID ACCOUNTS SHALL BE REGARDED AS UNPAID.

853226

Section VIII, Par. 5, Page 9

THE RECORDED OWNERS OF EACH UNIT SHALL BE PERSONALLY LIABLE TO THE ASSOCIATION FOR THE PAYMENT OF ALL ASSESSMENTS, REGULAR OR SPECIAL, MADE BY THE ASSOCIATION AND FOR ALL COSTS OF COLLECTION OF DELINQUENT ASSESSMENTS. IF ASSESSMENTS AGAINST A UNIT ARE NOT PAID WITHIN THIRTY(30) DAYS AFTER THEIR DUE DATE, THE ASSOCIATION SHALL HAVE THE RIGHT TO FILE ITS LIEN FOR LATE ASSESSMENTS. ASSESSMENTS THAT ARE UNPAID FOR OVER TEN (10) DAYS AFTER DUE DATE SHALL BEAR INTEREST AT THE RATE OF TWELVE PERCENT (12%) PER ANNUM UNTIL PAID.

1984 FEB -2 AM 9:42

CERTIFIED BY:

Richard Freed  
Richard Freed, President  
Pat Savarose  
Pat Savarose, Vice President

WITNESSED BY:

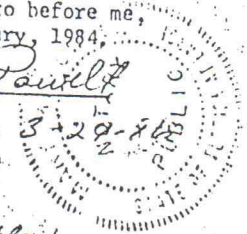
Rose Guerdts  
Steve Guerdts

1742

State of Florida  
County of Brevard

Subscribed and sworn to before me,  
this 30th day of January, 1984.

Mary M Pavell  
Notary Public  
My commission expires: 3-29-86



THIS INSTRUMENT PREPARED BY:

Juanita Calderon  
Assoc. Secretary

REG. FEE	\$	5.00
DOC. ST.	\$	
EST. TAX	\$	
ST. CHG.	\$	
REC. CHG.	\$	
Can. Doc. Fee	\$	

AMENDMENT TO BYLAWS

Section 3, Par. a, Page 3

THE ANNUAL MEMBERS' MEETING SHALL BE HELD AT THE OFFICE OF THE ASSOCIATION AT 8:00 PM ON THE THIRD TUESDAY OF JANUARY; PROVIDED, HOWEVER, THAT, IF THAT DAY IS A LEGAL HOLIDAY, THE MEETING SHALL BE HELD AT THE SAME HOUR ON THE NEXT SUCCEEDING TUESDAY.

AMENDMENT TO DECLARATION OF CONDOMINIUM

Section X, Par. 2, Page 17

THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL THE COMMON ELEMENTS INCLUDING THOSE PORTIONS WHICH CONTRIBUTE TO THE SUPPORT OF THE BUILDING, AND ALL CONDUITS, DUCTS, PLUMBING, WIRING, AND OTHER FACILITIES LOCATED IN THE COMMON ELEMENTS, FOR THE FURNISHING OF UTILITY SERVICES TO THE UNITS; ALSO, PAINTING AND CLEANING OF ALL BUILDINGS' EXTERIORS. EXTERIOR DOORS, GARAGE DOORS, SLIDING GLASS DOORS, WINDOWS, AND SCREENS, SHALL BE THE OWNERS RESPONSIBILITY. THE ASSOCIATION WILL SUPPLY THE PAINT FOR ENTRANCE DOORS, SLIDING DOORS, AND WINDOW FRAMES. SHOULD ANY DAMAGE BE CAUSED TO ANY UNIT BY REASON OF ANY WORK WHICH MAY BE CAUSED TO BE DONE BY THE ASSOCIATION IN THE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE COMMON ELEMENTS, THE ASSOCIATION SHALL BEAR THE EXPENSE OF REPAIRING SUCH DAMAGE.

Section XI, Par. 4, Page 19

NO ANIMALS, BIRDS OR OTHER PETS OF ANY NATURE AND DESCRIPTION SHALL BE RAISED, BRED, OR KEPT IN ANY APARTMENT, OR THE COMMON ELEMENTS.

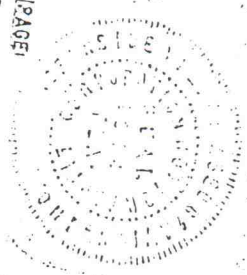
CERTIFIED BY:

Richard Freed  
Richard Freed, President  
Pat Savarose  
Pat Savarose, Vice President

WITNESSED BY:

Rose Gerardo  
Wendy ...

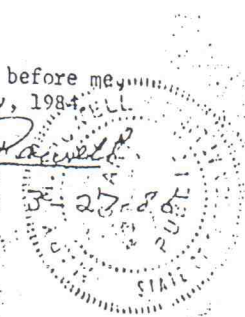
2485  
1741



State of Florida  
County of Brevard

Subscribed and sworn to before me  
this 30th day of January, 1984.

Mary M Powell  
Notary Public  
My commission expires: 3-23-85



THIS INSTRUMENT PREPARED BY:

Juanita Calzon  
5000 Ocean Beach Blvd  
Cocoa Beach, FL

REC FEE	\$	5.00
DOC ST.	\$	
INT TAX	\$	
SER CHG	\$	
REFUND	\$	

Check Credit Card # 1-800-368-1000

853225

1984 FEB -2 AM 9:42



*Landy Crawford* Clerk Circuit Court  
 Recorded and Verified Brevard County, FL  
 # Pgs. 4 # Names 2  
 Trust Fund 2.50 Rec Fee 17.00  
 Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
 Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
 Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF AMENDMENTS TO THE  
 DECLARATION OF CONDOMINIUM OF  
 OCEANSIDE VILLAS**

The undersigned hereby certify that attached hereto are true copies of the text of the Amendments to the Declaration of Condominium of Oceanside Villas, the original Declaration of which is recorded in the Public Records of Brevard County, Florida, at O.R. Book 1288, Page 744. The undersigned, being the duly elected President and Secretary of Oceanside Villas Association, Inc., hereby certify that the attached Amendments were duly approved at special meetings of the Association held on November 28, 1994 and February 7, 1995. It is hereby certified that each of the attached Amendments were approved by an affirmative vote equal to or in excess of twenty one units whose votes were cast in person or by proxy at the meetings.

Executed this 16th day of February, 1995.

Signed, sealed and delivered  
 in the presence of witnesses:

*Catherine M. Dean*  
 Print Catherine M. Dean  
*Heidi Strickland*  
 Print Heidi Strickland

OCEANSIDE VILLAS ASSOCIATION, INC.  
 By: *Carol Squire*  
 CAROL SQUIRE, President  
 Address: 5000 Ocean Beach Blvd. C-4  
Cocoa Beach, Florida 32931

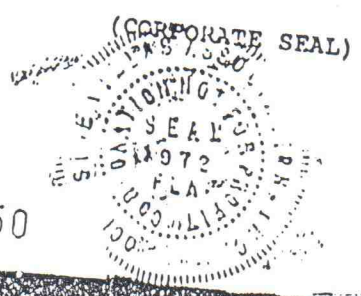
ATTEST:

*Catherine M. Dean*  
 Print Catherine M. Dean  
*Heidi Strickland*  
 Print Heidi Strickland

By: *Mathew Waro*  
 MATHEW WARO, Secretary  
 Address 144 E. Leon Ln.  
Cocoa Beach, Florida 32931

755888

CFEB 28 PM 3:00



393458-3050

DOCUMENT: Certificate of approval of amendments to the declaration of Condominium of Oceanside Villas, Dated February 16, 1995.

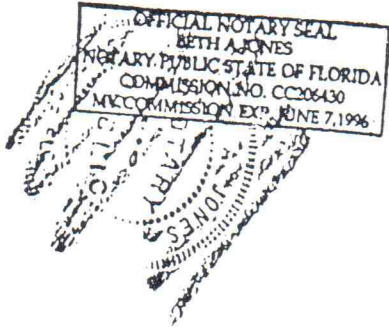
Carol Squire  
Carol Squire, President

Mathew Waro  
Mathew Waro, Secretary

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared CAROL SQUIRE and MATHEW WARO, to me personally known to be the President and Secretary, respectively, of Oceanside Villas Association, Inc., or having produced Both personally known as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 16th day of February, 1995.



Beth A. Jones  
Notary Public, State of Florida at Large.  
Printed Name: Beth A. Jones  
My commission expires: June 7, 1996

This Instrument Prepared By:  
HELENA GUTIERREZ MALCHOW, Esquire  
Becker & Poliakoff, P.A.  
Suite 145, 901 North Lake Destiny Drive  
Maitland, FL 32751

BK3458163051

PROPOSED AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
OCEANSIDE VILLAS, A CONDOMINIUM

Additions indicated by bold underlining.  
Deletions indicated by ~~strike-throughs~~.

Article XI, Paragraph 1 of the Declaration of Condominium is proposed to be amended as follows:

1. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants. The apartments may be occupied by no more than ~~two (2) adults and two children in each apartment as above defined.~~ three persons in a one bedroom apartment; four persons in a two-bedroom apartment and six persons in a three-bedroom apartment.

BK3158163052

PROPOSED AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
OCEANSIDE VILLAS, A CONDOMINIUM

Additions indicated by bold underlining.  
Deletions indicated by ~~strike-throughs~~.

Article XI, Paragraph 1 of the Declaration of Condominium is proposed to read as follows:

1. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants. ~~No children under twelve (12) years of age will be permitted to reside in any of the apartments provided that commencing November 1, 1973, no children under thirteen (13) years of age will be permitted to reside in any of the apartments except that children may visit and temporarily reside for a period not to exceed thirty (30) days in any calendar year, which period will not be cumulative.~~ The apartments may be occupied by no more than two (2) adults and two children in each apartment as above defined.

BK3458763053