



Oceanus Owners Association

DECLARATION OF CONDOMINIUM

December 7, 1973
with changes incorporated



TABLE OF CONTENTS
DECLARATION OF CONDOMINIUM
OCEANUS CONDOMINIUM

	<u>Page</u> ¹	<u>Section</u>
Purpose	1	1
Name and Address	1	1.1
Legal Description of Condominium Land	1	1.2
Definitions	1	2
Development Plan and List of Exhibits	2	3
Improvements - General Description	3	3.5
Apartment Boundaries	3	3.6
Common Elements	4	3.7
Apartment Description	4	4
Percentage of Ownership of Each Apartment Owner in Common Elements	5	4.3a
Maintenance, Alteration, Improvement	5	5
Assessments	6	6
Oceanus Owners Association, Inc., Membership Fee	7	7
Hazard Insurance and Liability Insurance	8	8
Rehabilitation and Renewal of Obsolete Property ²	10	9
Use Restrictions	11	10
Maintenance of Community Interests - restrictions upon transfer	12	11
Compliance and Default	15	12
Amendments to Declaration	16	13
Termination of Condominium	17	14
Easements	18	15
Miscellaneous	19	16
Exhibit A – Survey	22	
Exhibit B - Floor Plans	23	
Exhibit C - Site Plan	27	
Exhibit D - Building Elevations and Typical Cross-sections	28	
Exhibit E - Articles of Incorporation of Oceanus Owners Association, Inc.	31	
Exhibit F - Bylaws of Oceanus Owners Association, Inc., as amended	39	
Exhibit G - Certificate of Surveyor	52	
Exhibit H - Submission of Mortgagee	53	
Appendix: Changes to Declaration	55	

¹ Corrected for this document. Original differs.

² “Reconstruction or Repair After Casualty” in original table of contents. Corrected to actual section heading.

**DECLARATION OF CONDOMINIUM
OF
OCEANUS CONDOMINIUM**

**199 Highway A1A
Satellite Beach, Florida**

THIS DECLARATION made this 7th day of December 1973, by JEWEL BUILDERS, INC., a Delaware corporation, hereinafter called Developer, for itself, its successors and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1971, hereinafter called The Condominium Act.

1.1 NAME AND ADDRESS. The name by which this condominium is to be identified is OCEANUS CONDOMINIUM, and its address is 199 Highway A1A, Satellite Beach, Florida.

1.2 THE LAND. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Brevard County, Florida,

A portion of Government Lots 1 and 2, Section 23, Township 26 South, Range 37 East, Brevard County, Florida, lying east of the easterly right-of-way line of State Road A1A, and more particularly described as follows:

Commencing at the N.W. corner of said Section 23 thence run South 0°53'30" East along the West line of said Section 23 for a distance of 1334.25 feet to a point on the south line of Patrick Air Force Base; thence run North 89°14'40" East along the South line of Patrick Air Force Base for a distance of 2856.40 feet to a point on the easterly right-of-way line of State Road A1A, said right-of-way being presently accepted as 100 feet wide; thence run South-7°59'53" East along the Easterly right-of-way line of said State Road A1A for a distance of 1000 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue South 7°59'53" East along the easterly right-of-way line of said State Road A1A for a distance of 489.42 feet; thence run North 89°14'40" East for a distance of 287 feet, more or less, to the high water line of the Atlantic Ocean; thence meander the high water line of the Atlantic Ocean in a northwesterly direction for a distance of 489.42 feet, more or less, to a point; thence run South 89°14'40". West for a distance of 282 feet, more or less, to the POINT OF BEGINNING; TOGETHER with all littoral rights appertaining thereto.

which lands are called "the land."

2. DEFINITIONS. **As changed.**³ The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act ([Chap. 718 Fla. Stat, and all amendments thereof and thereto]) and as follows unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner means unit owner as defined by the Condominium Act.

2.3 Association means Oceanus Owners Association, Inc., a corporation not for profit organized and existing under the laws of the State of Florida.

2.4 Common elements shall include the tangible personal property required for the maintenance

³ Changes to Declaration of Condominium. Original text: § 711.03 Fla. Stat. 1971

and operation of the condominium owned by the Association, as well as the items stated in the Condominium Act.

2.5 Common expenses include:

- a. expenses of administration; expenses of maintenance, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association.
- b. expenses declared common expenses by provisions of this Declaration or the Bylaws.
- c. any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, hot and cold water, heating, airconditioning, garbage and sewage disposal.

3. DEVELOPMENT PLAN. The condominium is described and established as follows:

3.1 SURVEY. A survey of that land subject to this Declaration of Condominium is attached hereto as Exhibit A.

3.2 PLANS. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Briel, Rhame, Poynter & Houser, Architects-Engineers, Inc., designated as Job No. 1424 as modified by Developer, a portion of which plans are attached as the following exhibits:

Exhibit A - Survey

Exhibit B - Floor Plans

Exhibit C - Site Plan

Buildings A, B, C and D, as the same appear on the Site Plan, were originally numbered 1, 2, 3 and 4, respectively, on the building plans. For purposes of clarity in this Declaration and hereafter, said buildings shall each be referred to by the letter designation corresponding with each numbered building according to the following schedule:

Original Number Designation	Modified Letter Designation
1	A
2	B
3	C
4	D

OFFL
RECS **1409** PAGE **949**

Exhibit D - Building Elevations and Typical Cross-sections

Exhibit E - Articles of Incorporation of Oceanus Owners Association, Inc.

Exhibit F - Bylaws of Oceanus Owners Association, Inc.

3.3 AMENDMENT OF PLANS.

- a. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the

units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

3.4 Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner,

3.5 IMPROVEMENTS - GENERAL DESCRIPTION.

a. Apartment building. The condominium includes four (4) apartment buildings consisting of a ground floor, two (2) additional floors, making a total of three (3) floors. The buildings contain sixty-eight (68) apartments. The common elements include service facilities and may include a manager's office at the discretion of Developer and/or Association.

b. Other improvements. The condominium includes gardens and landscaping, swimming pool, automobile parking areas, and other facilities located substantially as shown upon the plans as amended, and which are a part of the common elements.

3.6 APARTMENT BOUNDARIES. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, has boundaries as follows:

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

(1) Upper boundary.

(a) as to the townhouse apartments referred to hereinafter, the interior undecorated surface of the plywood roof deck of said unit, projected, if necessary by reason of structural divisions such as interior walls, and other partitions or roof rafters, to constitute a complete enclosure of space.

(b) as to the ground floor apartments referred to hereinafter, the horizontal plane formed by the centerline of the combination ceiling-floor system between said ground floor apartment and that townhouse apartment situated immediately above said ground floor apartment.

(2) Lower boundary.

(a) as to the townhouse apartments, the horizontal plane formed by the centerline of the combination ceiling-floor system between said townhouse apartment and that ground floor apartment situated immediately below said townhouse apartment.

(b) as to the ground floor apartments, the horizontal plane of the upper undecorated surface of the floor slab.

b. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

OFFL
RECS 1409 PAGE 950

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the unfinished exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments.

(2) Interior building walls - the vertical planes of the centerline of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(a) when walls between apartments are of varying thickness, or abut a column or shaft, the plane of the centerline of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column or shaft.

(b) when walls of different thickness abut with a flush side so that their centerlines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

3.7 COMMON ELEMENTS. The common elements include the land and all other parts of the condominium not within the apartments and include but are not limited to the following items as to which the Association shall have the powers indicated:

a. Automobile parking areas. Automobile parking will be made available to apartment owners. Parking areas will be assigned as set forth on Exhibit C and/or in accordance with the regulations of the Association.

b. Swimming pool.

c. Recreation building.

OFFL
RECS **1409** PAGE **951**

d. Use; charges. The foregoing and all other common elements shall be available for use by all apartment owners without discrimination. Such use will be without charge except when specifically authorized by this Declaration, except that the Association when authorized by its regulations may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all apartment owners.

4. THE APARTMENTS. The apartments of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1 TYPICAL APARTMENT PLANS. There are two (2) typical apartment floor plans, which are designated by the numerical series 100 (ground floor apartments) and 200 (townhouses). These apartments are described generally below and by drawings attached as the exhibits indicated in the following schedule:

100	1174 square feet ground floor apartment containing 2 bedrooms, 2 baths, living/dining room, kitchen	Exhibit B
200	1205 square feet townhouse containing 2 bedrooms, 2-1/2 baths, living/dining room, kitchen, balcony	Exhibit B

4.2 APARTMENT NUMBERS. Each apartment is identified by the use of the numerical series 100 or 200 to designate the typical apartment floor plan utilized and by preceding the typical floor plan designation with the letter designating the building in which the apartment is located. The apartments are located as follows:

<u>Building</u>	<u>Number of Ground Floor Apartments (aggregate)</u>	<u>Designation of Ground Floor Apartments</u>	<u>Number of Townhouses (aggregate)</u>	<u>Designation of Townhouses</u>
A	6	A101-106 incl.	12	A201-212 incl.
B	6	B101-106 incl.	12	B201-212 incl.
C	5	C101-105 incl.	11	C201-211 incl.
D	5	D101-105 incl.	11	D201-211 incl.

4.3 APPURTENANCES TO APARTMENTS. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including but not limited to the following items that are appurtenant to the several apartments as indicated:

a. Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as follows:

<u>Apartment Number</u>	<u>Undivided Share in Common Elements and Common Surplus</u>
A101 - 106	1/68th for each ground floor apartment
B101 - 106	1/68th for each ground floor apartment
C101 - 105	1/68th for each ground floor apartment
D101 - 105	1/68th for each ground floor apartment
<u>Apartment Number</u>	<u>Undivided Share in Common Elements and Common Surplus</u>
A201 - 212	1/68th for each townhouse
B201 - 212	1/68th for each townhouse
C201 - 211	1/68th for each townhouse
D201 - 211	1/68th for each townhouse

OFFL RECS **1409** PAGE **952**

b. Automobile parking space. The common elements include parking areas for automobiles of the apartment owners and their guests.

c. Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.4 LIABILITY FOR COMMON EXPENSES. **As changed.**⁴ Each apartment owner [] shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1 APARTMENTS.

a. By the Association. Subject to the provisions of Section 12.1 herein, the Association shall

⁴ Changes to Declaration of Condominium. Original text included *other than Developer*

maintain, repair and replace at the Association’s expense:

(1) all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, load-bearing columns, load-bearing walls, floor slabs and, in addition, that portion of the roof of the buildings not included within an apartment;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

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

OFFL
RECS **1409** PAGE **953**

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

5.2 COMMON ELEMENTS.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, and except as otherwise provided for herein, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association or other lender that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportion that their shares in the common elements bear to each other. There shall not⁵ be change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or

⁵ “no” in original

improvements.

6.0 As changed.⁶ [ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT. ASSOCIATION is given the authority to maintain, operate and manage the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all APARTMENT UNITS. To properly maintain, operate and manage the CONDOMINIUM, ASSOCIATION will incur, for the mutual benefit of all of the owners of APARTMENT UNITS, costs and expenses which will be continuing or nonrecurring, as the case may be, which costs and expenses are sometimes herein referred to as “common expenses”. To provide the funds necessary for such maintenance, operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all APARTMENT UNITS and said APARTMENT UNITS. Such provisions covering the levying and collection of assessments are more fully set forth in the By-Laws of the ASSOCIATION, which are attached hereto and incorporated herein by reference.]

7.0 ASSOCIATION. As changed.⁷ [To efficiently and effectively provide for the maintenance, management and operation of the CONDOMINIUM by the owners of APARTMENT UNITS a non-profit Florida corporation known and designated as OCEANUS OWNERS’ ASSOCIATION, has been organized and said corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and Bylaws. A true copy of said Articles of Incorporation and Bylaws are annexed hereto and expressly made a part hereof as Exhibit E and F respectively. The owner or owners of each APARTMENT UNIT shall automatically become members of the Corporation upon his, her, their or its acquisition of an ownership interest in. an APARTMENT UNIT and the membership of such owner or

⁶ Changes to Declaration of Condominium: Article 6 was deleted in its entirety. Original text:

6. ASSESSMENTS. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1 SHARE OF COMMON EXPENSE. Each apartment owner other than Developer shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him. Developer shall not be liable for assessments as to the apartments retained by Developer for sale to others. Developer shall be liable only for that part of the common expenses in excess of the sums collected by assessments against the apartments sold by Developer, said liability to cease upon the sale of seventy-five (75%) percent of the apartments or on June 30, 1974, whichever occurs first.

6.2 INTEREST; APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eight (8%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 LIEN FOR ASSESSMENTS. The lien for unpaid assessments shall also secure costs and reasonable attorneys’ fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 RENTAL PENDING FORECLOSURE. In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment and the Association shall be entitled to the appointment of a receiver to collect the same.

⁷ Changes to Declaration of Condominium. Articles 7.0, 7.1, and 7.2 were deleted in their entirety. Original Text:

7. ASSOCIATION. The operation of the condominium shall be by Oceanus Owners Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the provisions set forth herein. No person, other than Developer, may become an apartment owner unless he has paid to the Association a membership fee of Seventy-Five Dollars (\$75.00). Each apartment owner, other than Developer, upon acquisition of title to an apartment and payment of the membership fee, shall automatically become a member of the Association.

7.1 ARTICLES OF INCORPORATION. A copy of the Articles of Incorporation of the Association is attached as Exhibit E.

7.2 The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached as Exhibit F.

owners shall automatically terminate upon such owner or owners being divested of such ownership interest in the title to such apartment unit regardless of the means by which such ownership shall be divested. No person, firm or corporation holding any liens, mortgages, or other encumbrance upon any apartment unit shall be entitled by virtue of such lien, mortgage or other encumbrance to membership in said Corporation or any of the rights or privileges of such membership. In the maintenance, management and operation of the CONDOMINIUM, said OCEANUS OWNERS ASSOCIATION, INC, shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided and to adopt, promulgate⁸ and enforce such rules and regulations governing the use of the apartment units and common property as the Board of Directors of the Corporation may deem in the best interest of the Corporation. Said Corporation known-as OCEANUS OWNERS' ASSOCIATION, INC., is referred to as Association in this Declaration of Condominium.]

[7.2] LIMITATION UPON LIABILITY OF ASSOCIATION. **As changed.**⁹ Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

[7.3] RIGHT OF ENTRY INTO PRIVATE DWELLING IN EMERGENCY. **As changed.**¹⁰ In case of any emergency, the Board of Directors of the Association or any other person authorized by it shall have the right to immediately enter an apartment for the purpose of remedying or abating the cause of such emergency. To facilitate such entry, each apartment owner shall deposit under control of the Association a key to such apartment unit.

[7.4] RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY. **As changed.**¹¹ Whenever it is necessary to enter any apartment unit for the purpose of performing any maintenance, alteration or repair to any portion of the common property, the owner of each apartment unit shall permit other owners or their representatives, or the duly constituted and authorized agent of the Association to enter such apartment unit for such purpose, provided that such entry be made only at reasonable times and with reasonable advance notice.

8. HAZARD INSURANCE AND LIABILITY INSURANCE.

8.1 HAZARD INSURANCE.

a. Fire and extended coverage insurance. The Association as a common expense shall obtain for the benefit of all owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the condominium against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than eighty (80%) percent of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the

⁸ "pomgulate" in original

⁹ Changes to Declaration of Condominium. Renumbered from 7.3 to 7.2.

¹⁰ Changes to Declaration of Condominium. Renumbered from 7.3 to 7.2. Articles 7.4 and 7.5 were deleted in their entirety. Article 7.6 renumbered to 7.3. Original text:

7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of an apartment owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

¹¹ Changes to Declaration of Condominium. Renumbered from 7.7 to 7.4.

Association, as Trustee for each of the apartment owners in accordance with the percentage ownership in the common elements set forth in Section 4.3 herein. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than eighty (80%) percent of the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the owner of an apartment to obtain individual contents or chattel property insurance, but no apartment owner may at any time purchase individual policies of insurance on his apartment or his interest in the common elements as real property unless the Association shall be a named insured in such policy and be advised of the same.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any apartment.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any apartment owner, member of his family, his tenant, or other occupant of the condominium for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

b. Sufficient insurance. In the event the improvements forming a part of the condominium or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment thereof; provided, however, that in the event within thirty (30) days after such damage or destruction the apartment owners, if they are entitled to do so pursuant to Paragraph (d) of this Section 8, shall elect to sell the condominium or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall be not undertaken.

c. Insufficient insurance. In the event the improvements forming a part of the condominium or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the apartment owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Paragraph (d) of this Section 8, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the apartment so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the apartment so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such apartment so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such apartments, and such repair, restoration or reconstruction of all or any part of the common elements shall be undertaken by the Association at the expense of all the owners of apartments in the same proportions in which they shall own the common elements. Should any apartment owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such apartment owner and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as provided in Section 6.2 hereof.

To determine the share of each apartment owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

(1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance) damage or destruction to apartments shall be borne by the apartment owners.

(2) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance) damage or destruction of common elements shall be borne by the apartment owners in proportion to their respective percentages of interest in the common elements.

(3) All insured, damaged or destroyed portions of the condominium shall be deemed underinsured in the same proportion as their respective percentages of interest in the common elements bears to the total amount of underinsurance.

The term, “uninsured damage or destruction”, as used herein shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term, “underinsured damage or destruction”, as used herein shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

The final determination made by the Association as to insured, uninsured and underinsured damage or destruction shall govern.

d. Non-restoration of damage or destruction. In the event of substantial damage to or destruction of five (5) or more of the apartments, the apartment owners by the affirmative vote of those entitled to exercise not less than seventy-five (75%) percent of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the condominium shall be subject to an action for sale as upon partition at the suit of any apartment owner. In the event of any such sale or a sale of the condominium after such election by agreement of all apartment owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all apartment owners in proportion to their respective percentages of interest in the common elements. No apartment owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his apartment have been paid, released or discharged.

8.2 LIABILITY INSURANCE. The Association as a common expense shall insure itself, all apartment owners and members of their respective families and other persons residing with them in the condominium, their tenants, and all persons lawfully in possession or control of any part of the condominium against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about or arising from the common elements, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to any one occurrence, and to the limit of not less than Twenty-Five Thousand Dollars (\$25,000.00) in respect to damage to or destruction of property arising out of any one accident-

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual apartments.

9. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY. The Association may, by the affirmative vote of apartment owners entitled to exercise not less than seventy-five (75%) percent of the voting power, determine that the condominium is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. In consideration of the conveyance to the Association of his apartment, subject to such liens and encumbrances hereinafter referred to, any apartment owner who does not vote for such renewal and rehabilitation may elect, in a writing, served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his apartment, plus such apartment owner’s pro rate share of any undistributed profits accrued to the date of such vote, less the sum of the following:

- a. The amount of any liens and encumbrances thereon as of the date such vote is taken;
- b. The amount of any liens and encumbrances arising out of actions of said apartment owner filed during the period from the date of such vote to the date of conveyance;

OFFL
RECS 1409 PAGE 957

c. The amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association accruing prior to date of such vote;

d. The amount of any common expenses accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the apartment owners who have not so elected, shall be made within thirty (30) days thereafter, and, if such apartment owner and the Association cannot agree upon the fair market value of such apartment, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such apartment owner, one of which shall be appointed by the Association, and the third of which shall be appointed by the first two appraisers.

10. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and apartment buildings in useful condition exist upon the land.

10.1 APARTMENTS. **As changed.**¹² Each of the apartments shall be occupied only by a family, its servants and guests, as a residence, or by the approved lessee of the unit [owners. No] apartment may be divided or subdivided into a smaller unit nor any portions sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

10.2 COMMON ELEMENTS. **As changed.**¹³ The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the [apartment owners].

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

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

10.5 LEASING. **As changed.**¹⁴ After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family, its servants and guests. No room, rooms or other portion of an apartment may be rented unless the entire apartment of which said room, rooms or other portion thereof is a part, is rented to any one person or family. It is the intention hereof that only entire apartments be rented and no portions thereof. [In addition all such rentals shall be for a minimum period of one (1) month. In the event any Owner shall violate the provisions of this paragraph the Association shall have the right, in addition to other rights provided herein, to impose a monetary penalty for such violation equal to one (1) month's maintenance fee. The Association shall have the right to collect such penalty in the same manner as it would collect an assessment, including the right to file a lien against the Owner's apartment unit and the foreclosure of same for unpaid penalties.]

10.6 REGULATIONS. Regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation

¹² Changes to Declaration of Condominium. Original text: *owner. Except as reserved to the Developer, no*

¹³ Changes to Declaration of Condominium. Original text: *apartments.*

¹⁴ Changes to Declaration of Condominium. Additional text as shown.

and Bylaws. Copies of such regulations and amendments, shall be furnished by the Association to all apartment owners and residents of the condominium upon request. Each unit owner or his lessee shall abide by all rules and regulations promulgated from time to time by the Association.

As changed.¹⁵

11. MAINTENANCE OF COMMUNITY INTERESTS. **As changed.**¹⁶ In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner [] shall be subject to the following provisions as long as the condominium exists and apartment buildings in useful condition exist upon the land, which provisions each apartment owner covenants to observe.

11.1 TRANSFERS SUBJECT TO APPROVAL.

a. Sale. **As changed.**¹⁷ No apartment owner [] may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to another apartment owner.

b. Lease. **As changed.**¹⁸ No apartment owner [] may dispose of an apartment or any interest in an apartment by lease without approval of the Association except to another apartment owner,

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

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

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

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

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is-made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide¹⁹ lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address

¹⁵ Changes to Declaration of Condominium. Article 10.7 deleted in its entirety. Original text:

10.7 PROVISIO. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

¹⁶ Changes to Declaration of Condominium. Original text included *other than the Developer*

¹⁷ Changes to Declaration of Condominium. Original text included *other than the Developer*

¹⁸ Changes to Declaration of Condominium. Original text included *other than the Developer*

¹⁹ "fie" in original

of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

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

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

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

(2) Lease. **As changed.**²⁰ If the proposed transaction is a lease, then within [ten (10)] days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Brevard County, Florida, at the expense of the lessee.

(3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Brevard County, Florida, at the expense of the apartment owner.

11.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved Contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

OFFL
RECS
PAGE 1409
960

²⁰ Changes to Declaration of Condominium. Original text: *thirty (30)*

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

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

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

c. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

OFFL
RECS **1409** PAGE **961**

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

(3) The sale shall be closed within ten (10) days following the determination of the sales price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Brevard County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Brevard County, Florida, at the expense of the apartment owner.

11.4 MORTGAGE. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 EXCEPTIONS. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company,

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

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

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

12.1 NEGLIGENCE. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association: the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner, his family, or his or their guests, employees, agents or lessees.

12.2 ABATEMENT AND ENJOINMENT.

a. To enter upon the land or apartment or portion thereof which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Board of Directors, or its agents, shall not be thereby deemed guilty in any manner of trespass, or

OFFL
RECS 1409 PAGE 962

b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

12.3 INVOLUNTARY SALE. If any owner (either by his own conduct or by the conduct of any other occupant of his apartment) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or of the Bylaws of the Association attached hereto as Exhibit F, or the Regulations adopted by the Board of Directors of the Association and such violation shall continue for thirty (30) days after notice in writing from the Board of Directors or shall occur repeatedly during any thirty-day period after written notice or request from the Board of Directors to cure such violation, then the Board of Directors shall have the power to issue to the defaulting owner a ten-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit. Thereupon, an action in equity may be filed by the Board of Directors against the defaulting owner for a decree of mandatory injunction to compel such owner or occupant to comply with covenants, restrictions and provisions subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use or control the apartment owned by him on account of the breach of covenant and ordering that all the right, title and interest of the owner in the property to be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting owner directly or indirectly from re-

acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charge, reasonable attorneys' fees, real estate taxes and assessments and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder of any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the apartment ownership and to immediate possession of the apartment and may apply to the court for a writ of assistance for the purpose of acquiring such possession; and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

12.4 COSTS AND ATTORNEYS' FEES. **As changed.**²¹ In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees [including reasonable attorney's fees in any appellate proceeding] as may be awarded by the court.

12.5 NO WAIVER OF RIGHTS. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

13.0 AMENDMENTS. **As changed.**²² [T]his Declaration of Condominium may be amended in the following manner:

As changed.²³

[a. An amendment or amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors or it may be proposed by members of the Association 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 being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association or other officer of the Corporation in the absence of the President who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than thirty (30) days from the receipt by such officer²⁴ of the proposed amendment and it shall be the duty of the Secretary of the Association 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 in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such special 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 Association, and postage thereon prepaid. In addition to mailing or personally delivering notice of said meeting to each member of the Association, the Secretary shall post in a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days prior to said meeting.

b. 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.

²¹ Changes to Declaration of Condominium. Additional text as shown.

²² Changes to Declaration of Condominium. Original text included *Except as elsewhere provided otherwise*,

²³ Changes to Declaration of Condominium. Additional text as shown.

²⁴ "office" in original

c. At such special meeting, the amendment must be approved by an affirmative vote of not less than sixty-six and two-thirds (66 2/3) percent of the entire membership of the Association in order for such amendment to become effective. Thereupon, the amendment shall be transcribed and certified and said certified copy shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date the amendment was so registered.

d. At any meeting held to consider an amendment, the written vote of any member²⁵ of the Association shall be recognized if such member is not in attendance at such meeting and is not represented thereat by proxy provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

e. In the event that the members owning²⁶ the number of apartment units in the Condominium necessary to pass any Amendment or Amendments to this Declaration shall execute an instrument amending this Declaration, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid amendment to this Declaration and it shall not be necessary for the meeting otherwise prescribed above to be held.

f. Notwithstanding the foregoing provisions of this Article 13.0, no amendment shall make any changes in the qualifications for membership in the Association nor the voting rights of members of the Association without the approval in writing of all members and the joinder of all record owners of mortgages upon the Condominium property and no amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration of Condominium.]

As changed.²⁷ []

OFFL
RECS **1409** PAGE **963**

13.3 PROVISIO. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

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

14. TERMINATION. The condominium may be terminated in the following manner in addition

²⁵ "memeber" in original

²⁶ "owing" in original

²⁷ Changes to Declaration. Articles 13.1 and 13.2 were deleted in their entirety. Original text:

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

13.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

- a. not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or*
- b. not less than eighty (80%) percent of the votes of the entire membership of the Association; or*
- c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.*

to the manner provided by the Condominium Act:

14.1 DESTRUCTION. If it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

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

OFFL
RECS **1409** PAGE **964**

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

b. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals, of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

d. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

14.3 CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Brevard County, Florida.

14.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

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

15. EASEMENTS.

a. Encroachments. In the event that, by reason of the construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the common elements presently encroaches or shall hereafter encroach upon any part of an apartment, or any part of an apartment presently encroaches or shall hereafter encroach upon any part of the common

elements, or if by reason of the design or construction of any unit it shall be necessary or advantageous to an owner to use or occupy, for formal uses and purposes any portion of the common elements, consisting of unoccupied space within the building and adjoining his apartment, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other apartment or more than one apartment presently encroaches or shall hereafter encroach upon any part of any apartment, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such apartment and the common elements, as the case may be, so long as all or part of the building containing such apartment shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any apartment or in favor of the common elements if such encroachment occurred due to the willful conduct of said owner.

b. Maintenance easements. The owner of each apartment shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The owner of each apartment shall have the permanent right and easement to and through the common elements and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his apartment.

c. Easements for certain utilities. The Association may hereafter grant easements on behalf of apartment owners to entities for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the common elements; and each apartment owner hereby grants and the transfer of title to an apartment owner shall be deemed to grant the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such apartment owner, such instruments as may be necessary to effectuate the foregoing.

d. Easements through walls, floors and ceilings. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls, floors and ceilings of the apartments, whether or not such walls, floors and ceilings lie in whole or in part within the Apartment boundaries.

e. Easements to run with land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

f. Reference to easements in deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the unit.

16. MISCELLANEOUS PROVISIONS.

a. **As changed.**²⁸ [Each apartment owner], by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in

²⁸ Changes to Declaration of Condominium. Original text: *Each grantee of Jewel Builders, Inc.*

each and every deed of conveyance.

b. **As changed.**²⁹ Upon the removal of the condominium property from the provisions of Chapter [718, Florida Statutes], all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any unit shall terminate and be of no further force nor effect.

OFFL RECS 1409 PAGE 966

c. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

d. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

e. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous-statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such Provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Reubin Askew, Governor of Florida.

As changed.³⁰ []

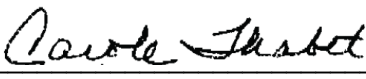
g. The headings to each section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

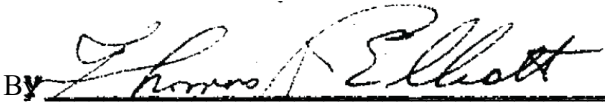
h. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed and acknowledged
in the presence of:

JEWEL BUILDERS, INC.



BY 

Thomas J. Elliott, Executive
Vice President

²⁹ Changes to Declaration of Condominium. Original text: 711, Florida Statutes 1971

³⁰ Changes to Declaration of Condominium. Article 16 sub-paragraph f was deleted in its entirety. Original text: *f. Neither Jewel Builders, Inc. nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws attached hereto as Exhibit F or in Jewel Builders, Inc.'s (or its representative's) capacity as developer, contractor, owner, manager or seller of the condominium property whether or not such claim (i) shall be asserted by any apartment owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the condominium property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any apartment owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the condominium property, or by reason of the failure to function or disrepair of any utility services (heat, airconditioning, electricity, gas, water, sewage etc.).*

Mildred Foster

By Ellis F. Mayhew
Ellis F. Mayhew, Assistant Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

OFFL
RECS **1409** PAGE **967**

BE IT REMEMBERED, That on this 13th day of December, 1973, before me, the subscriber, a Notary Public in and for said county, personally came the above named Jewel Builders, Inc., a Delaware corporation, by Thomas J. Elliott, its Executive Vice President, and Ellis F. Mayhew, its Assistant Secretary, and as such Executive Vice President and Assistant Secretary, duly authorized by resolution adopted by the Board of Directors of said corporation, acknowledged the signing of the same to be their voluntary act and deed for and as the act and deed of said corporation, for the uses and purposes therein mentioned.

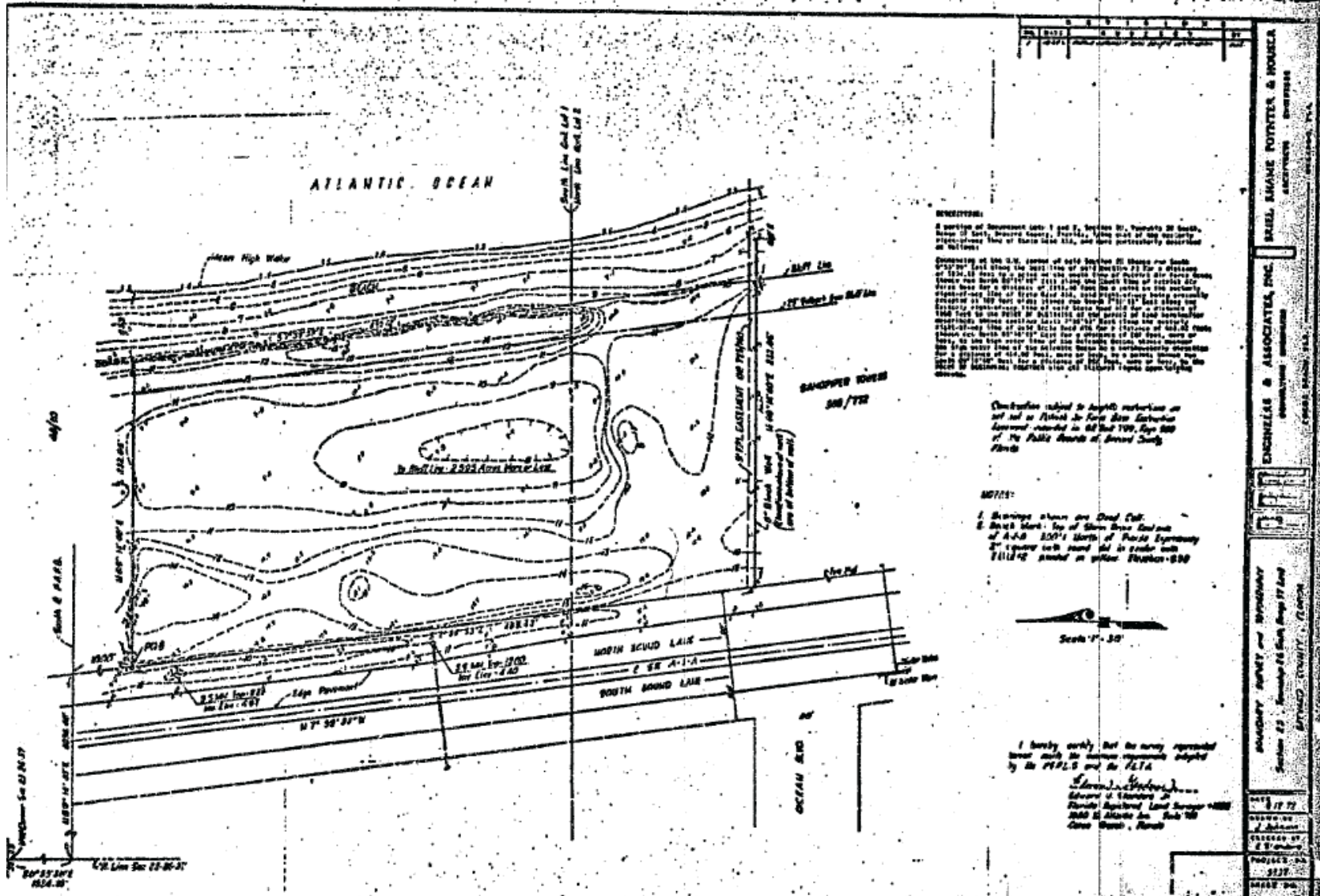
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

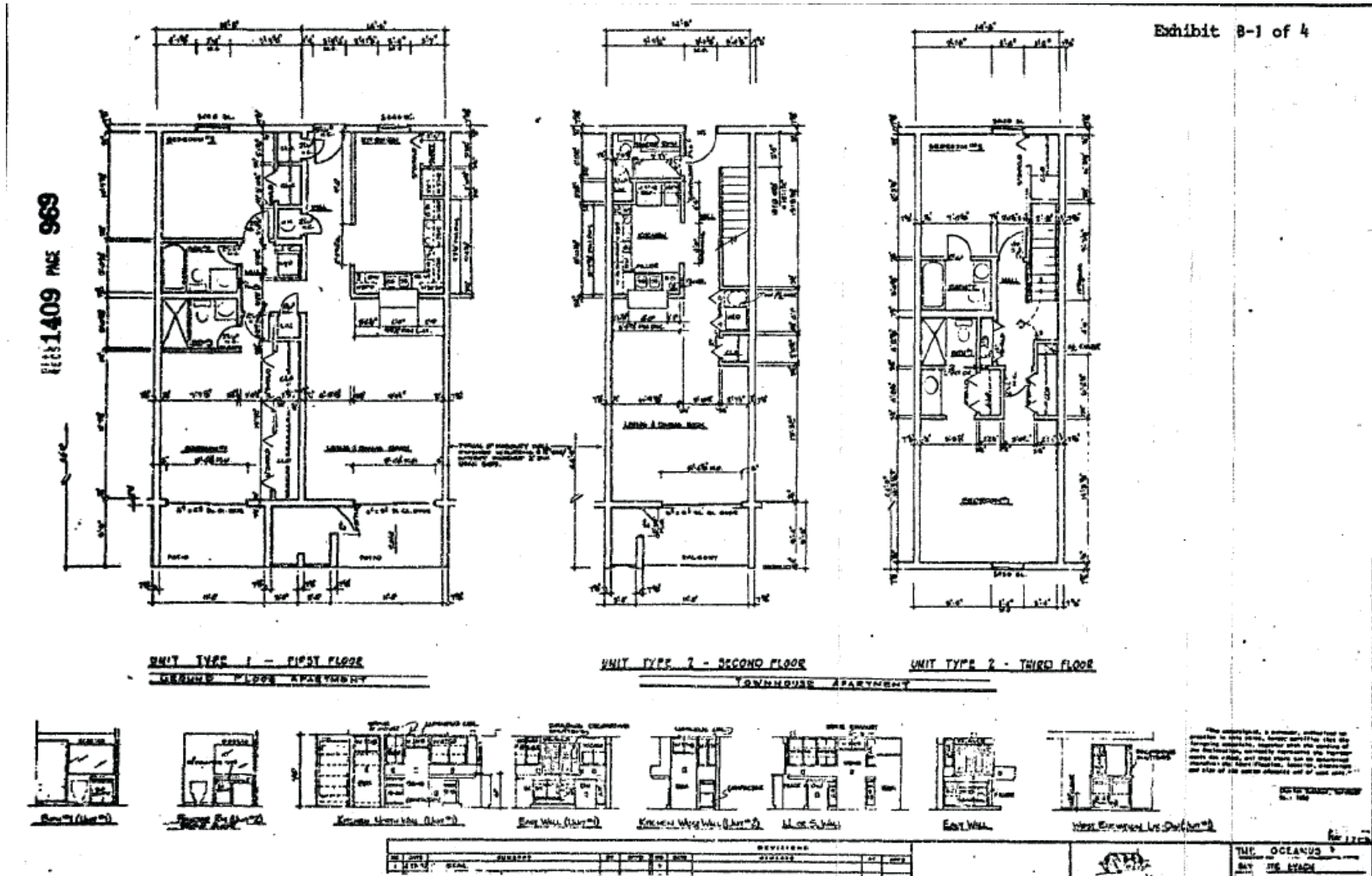


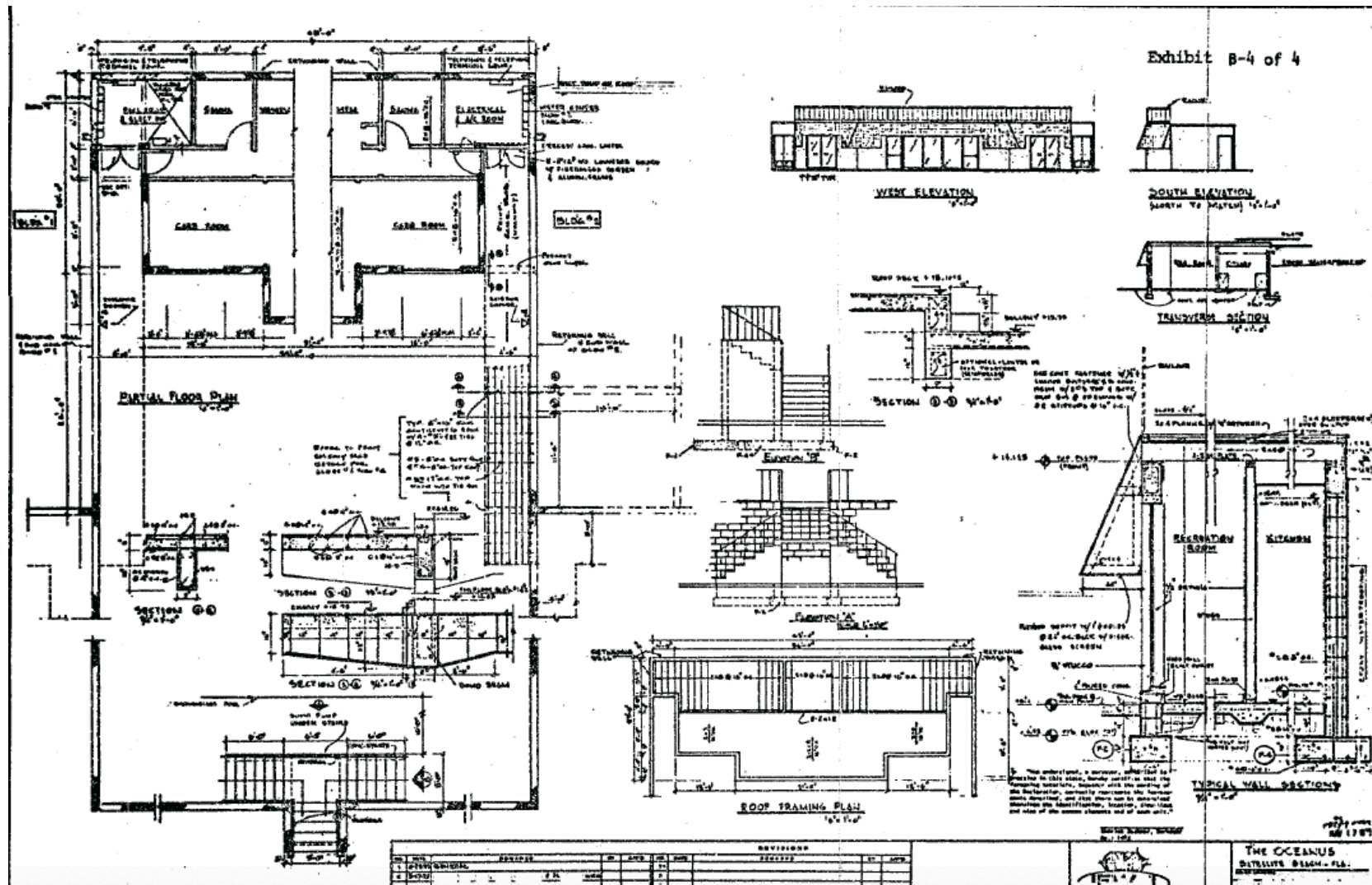
Mildred Foster
Notary Public

MILDRED FOSTER
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES 8-22-77

This Instrument Prepared By:
Richard A. Lavinsky,
Attorney at Law
42 East Gay Street, Columbus, Ohio







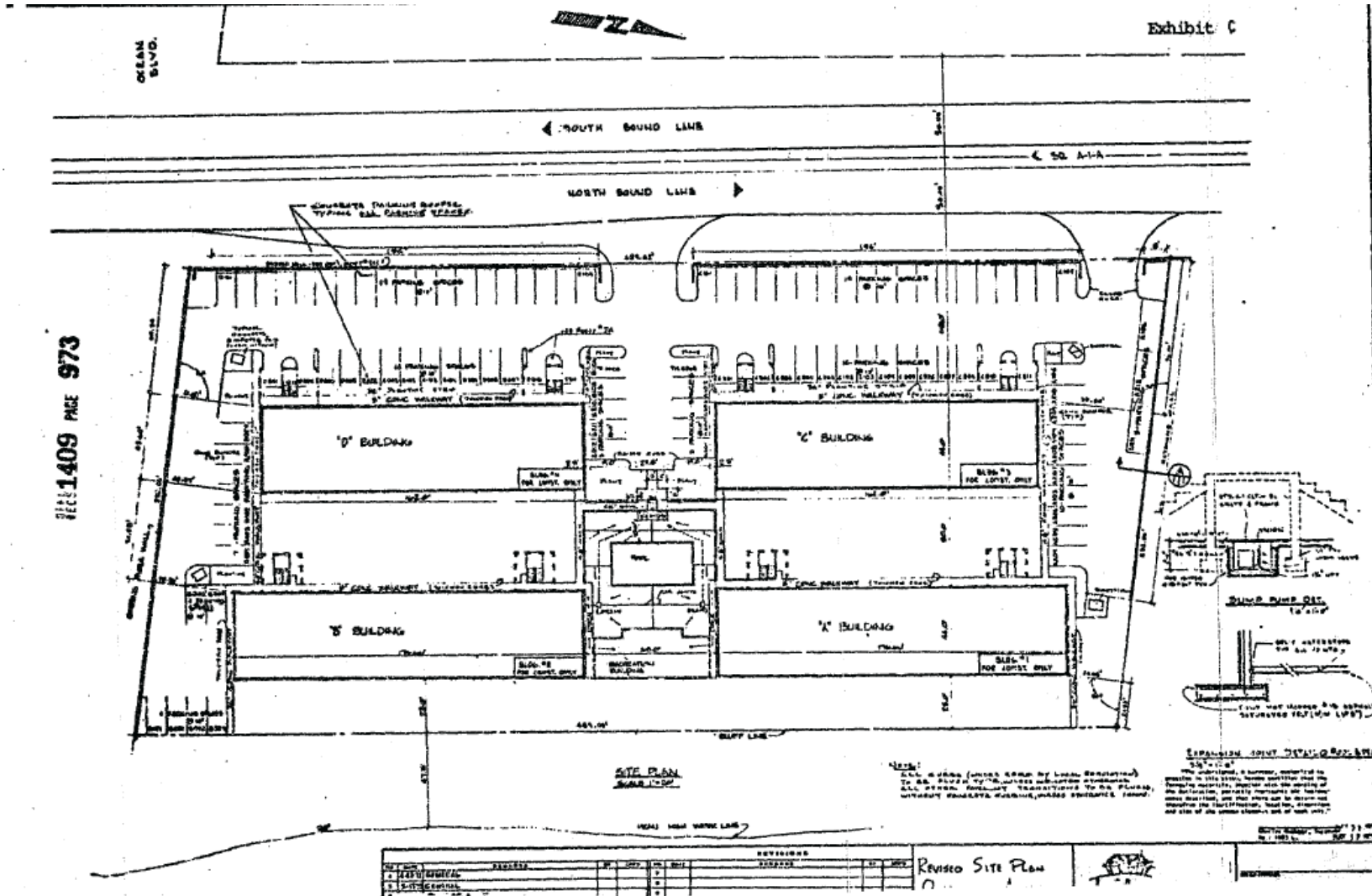
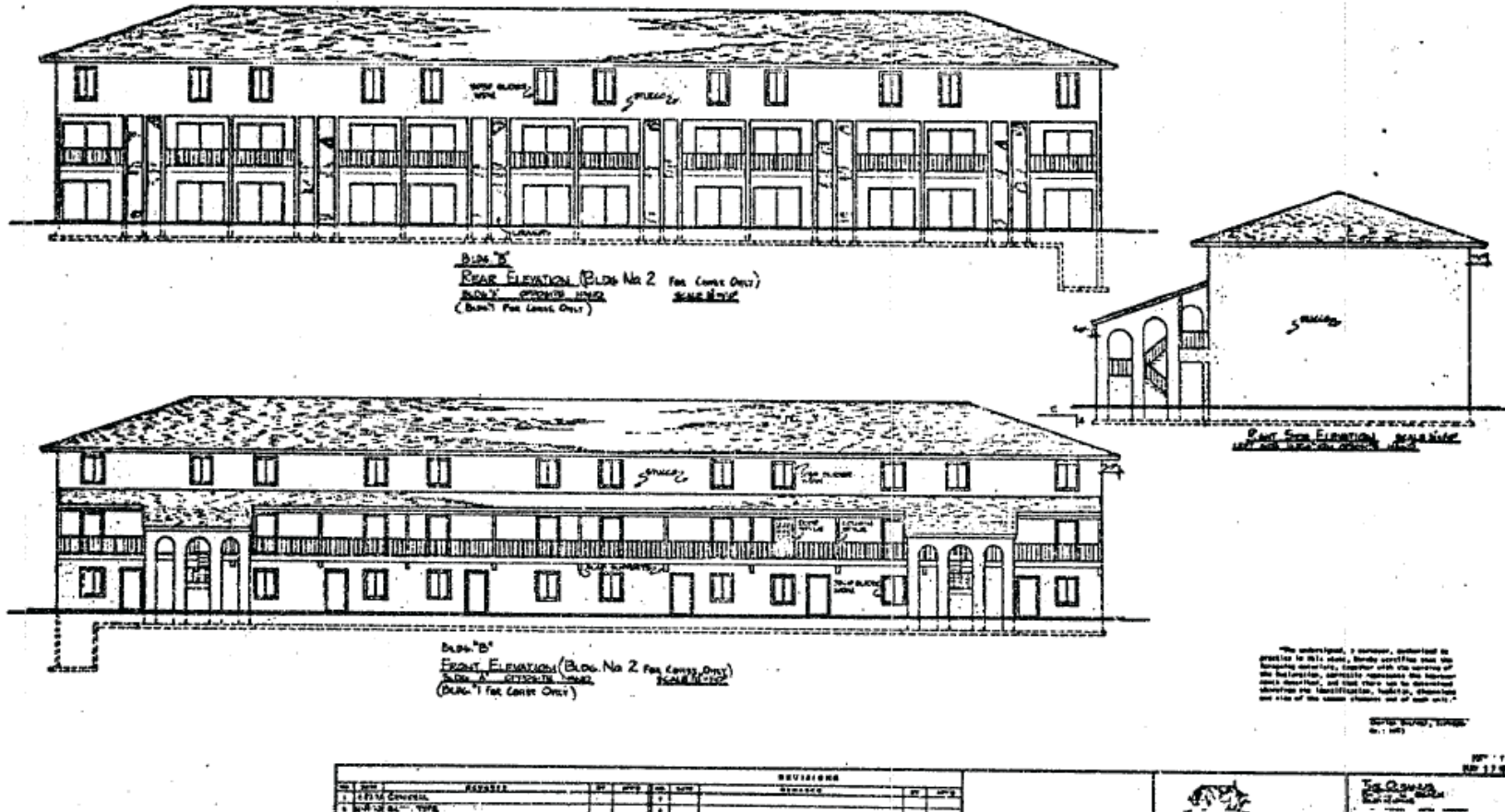
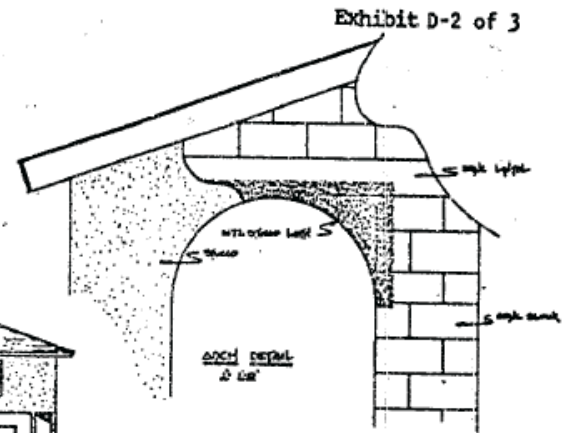
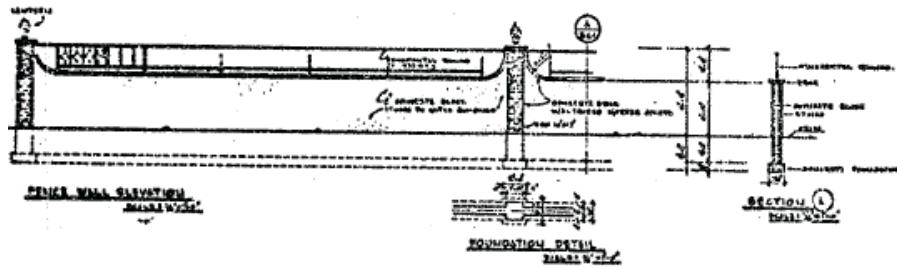
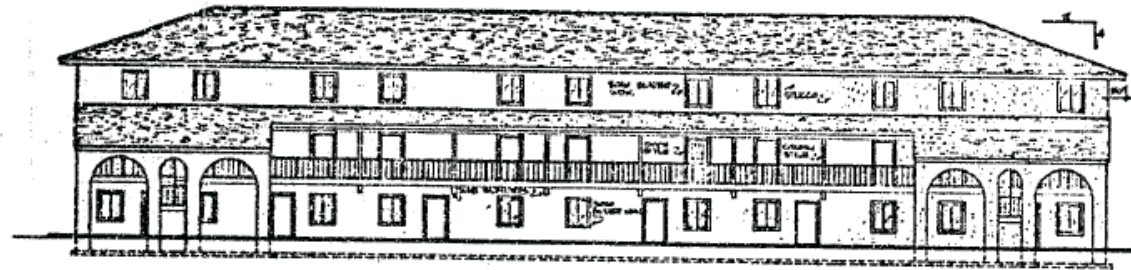


Exhibit D-1 of 3





BLOCK V
SIDE ELEVATION SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"
(SCALE'S FOR CONSIST ONLY)



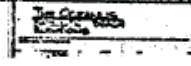
BLOCK IV (Block #4 for Consist. Only)
FRONT ELEVATION SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"
(SCALE'S FOR CONSIST ONLY)

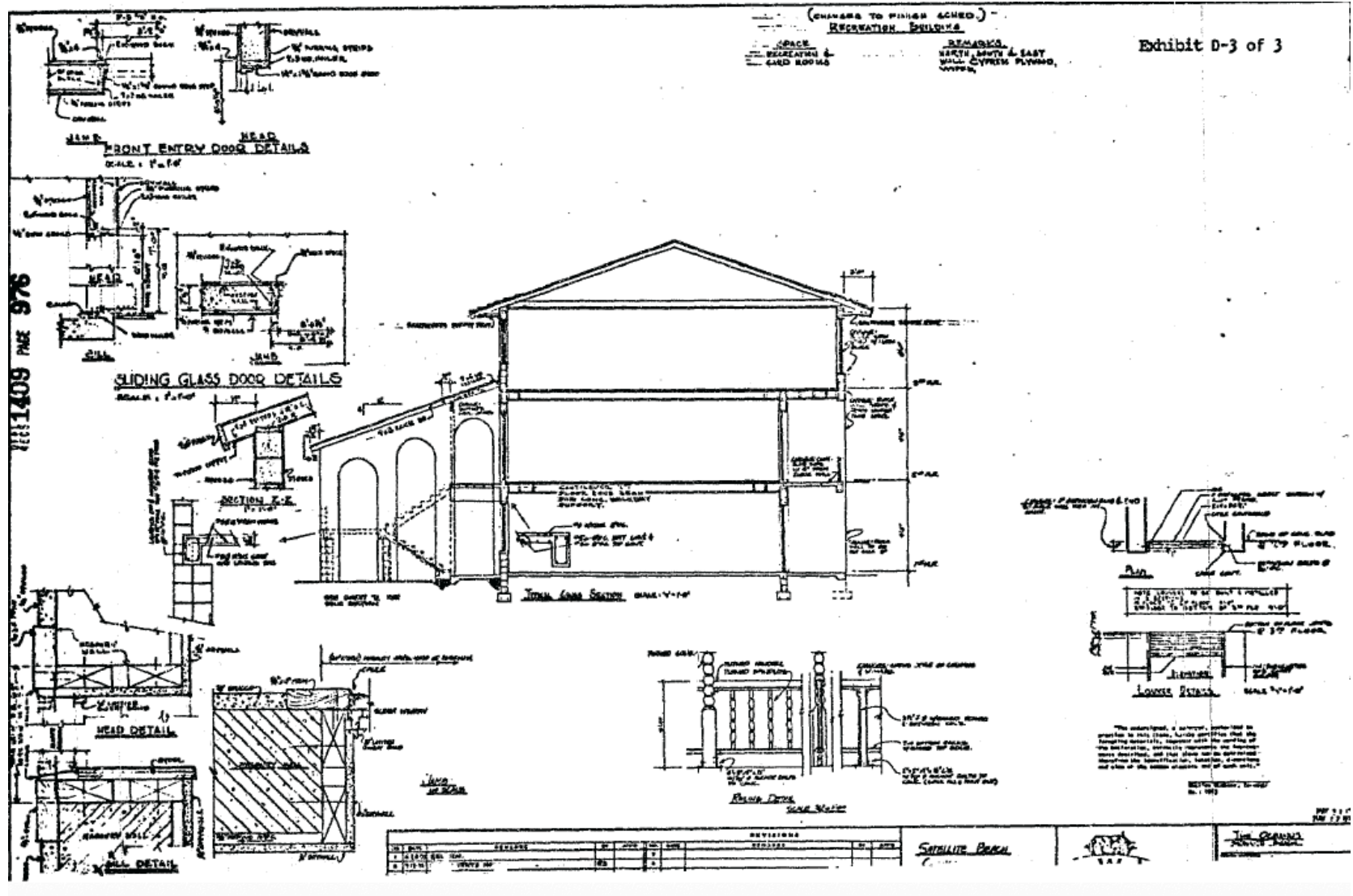


BLOCK III
RIGHT SIDE ELEVATION SCALE 1/8" = 1'-0"
SCALE 1/8" = 1'-0"
(SCALE'S FOR CONSIST ONLY)

"The undersigned, a Surveyor, authorized by statute in this State, hereby certifies that the foregoing elevations, together with the utility of the foundation, generally conform to the same, and that there can be no material deviation from the classification, location, dimensions and area of the same elements and of each unit."

NO.	DATE	REVISIONS	BY	DATE
1		REVISIONS		
2				
3				
4				





STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF
OCEANUS OWNERS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 12th day of October, A.D., 1972, as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of October A.D., 1972

SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
OCEANUS OWNERS ASSOCIATION, INC

FILED
OCT 12 5 20 PM 1972
RECORDS & ADMINISTRATION
STATE OF FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1969, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be OCEANUS OWNERS ASSOCIATION, INC., For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1969, for the operation of Oceanus, a condominium, located upon lands in Brevard County, Florida.

2.2 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

- e. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective,
- g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium: these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.'
- i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- k. To employ personnel to perform the services required for proper operation of the condominium.

OFFL
RECS **1409** PAGE **980**

3.3 The Association shall not have the power to purchase an apartment of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium) and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Brevard County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

OFFL RECS 1409 PAGE 981

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

4.4 The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.3 The first election of directors shall not be held until after the developer has closed the sales of all of the apartments of the condominium, or until developer elects to terminate its control of the condominium, or until after June 30, 1974, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4 The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed are as follows:

Edmond R. Henderson	Suite 256, 3101 Maguire Boulevard P. O. Box 2048 Orlando, Florida 32802
Frankie W. Henderson	Suite 256, 3101 Maguire Boulevard P. O. Box 2048 Orlando, Florida 32802
Carter A. Bradford	338 North Magnolia Avenue Orlando, Florida 32801

OFFL
RECS **1409** PAGE **982**

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President & Treasurer	Edmond R. Henderson Suite 256, 3101 Maguire Boulevard P. O. Box 2048 Orlando, Florida 32802
Secretary	Frankie W. Henderson Suite 256, 3101 Maguire Boulevard P. O. Box 2048 Orlando, Florida 32802
Assistant Secretary	Carter A. Bradford 338 North Magnolia Avenue Orlando, Florida 32801

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his

duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII
BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

- a. such approvals must be by not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or
- b. by not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Brevard County, Florida.

ARTICLE X
TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

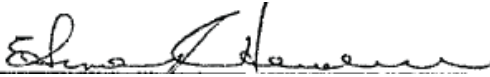
The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Edmond R. Henderson	Suite 256, 3101 Maguire Boulevard P. O. Box 2048 Orlando, Florida 32802
---------------------	---

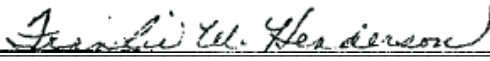
Frankie W. Henderson	Suite 256, 3101 Maguire Boulevard P. O. Box 2048 Orlando, Florida 32802
----------------------	---

Carter A. Bradford	338 North Magnolia Avenue Orlando, Florida 32801
--------------------	---


IN WITNESS WHEREOF the subscribers have affixed their signatures this 6 day of October, 1972.



 Edmond R. Henderson



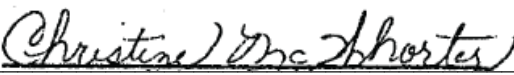
 Frankie W. Henderson



 Carter A. Bradford

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared EDMOND R. HENDERSON, FRANKIE W. HENDERSON and CARTER A. BRADFORD, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 6th day of October, 1972.



 Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES OCT 16, 1976
 BONDED THRU GENERAL INSURANCE UNDERWRITERS

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First---- That OCEANUS OWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Satellite Beach, County of Brevard, State of Florida, has named CARTER A. BRADFORD, located at 338 North Magnolia Avenue, City of Orlando, County of Orange, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

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

FILED
OCT 12 5 38 PM 2012
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By Carter A. Bradford
Resident Agent

BYLAWS³¹**OCEANUS OWNERS ASSOCIATION, INC.****A corporation not for profit****under the laws of the State of Florida**

1. Identity. These are the Bylaws of Oceanus Owners Association, Inc., called Association in these Bylaws, 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 Department of State on October 12, 1972. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1971, called the Condominium Act in these Bylaws, which condominium is identified by the name Oceanus and is located upon the following lands in Brevard County, Florida:

A portion of Government Lots 1 and 2, Section 23, Township 26 South, Range 37 East, Brevard County, Florida, lying east of the easterly right-of-way line of State Road A1A, and more particularly described as follows:

Commencing at the N.W. corner of said Section 23 thence run South 0°53'30" East along the West line of said Section 23 for a distance of 1334.25 feet to a point on the south line of Patrick Air Force Base; thence run North 89°14'40" East along the South line of Patrick Air Force Base for a distance of 2856.40 feet to a point on the easterly right-of-way line of State Road A1A, said right-of-way being presently accepted as 100 feet wide; thence run South-7°59'53" East along the Easterly right-of-way line of said State Road A1A for a distance of 1000 feet to -the POINT OF BEGINNING of the-parcel of land hereinafter described; thence continue South 7°59'53" East along the easterly right-of-way line of said State Road A1A for a distance of 489.42 feet; thence run North 89°14'40" East for a distance of 287 feet, more or less, to the high water line of the Atlantic Ocean; thence meander the high water line of the Atlantic Ocean in a northwesterly direction for a distance of 489.42 feet, more or less, to a point; thence run South 89°14'40". West for a distance of 282 feet, more or less, to the POINT OF BEGINNING; TOGETHER with all littoral rights appertaining thereto.

1.1 The Association shall be at Satellite Beach, Florida.

OFFL
RECS 1409 PAGE 987

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

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows;

³¹ Note these Bylaws were superseded in 1979 by new Bylaws (which themselves have been amended in 1984)

2. Members' meetings.

2.1. The annual members' meeting shall be held at the office of the corporation at 7 P.M. on the first Monday of October of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2. 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 such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

OFFL
RECS **1409**
PAGE **988**

2.4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.5. Voting.

a. In any meeting of members the owners of apartments shall be entitled to cast the number of votes which is equivalent to his share of the common elements multiplied by 100.

b. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned jointly and the joint owners are unable to agree upon the person entitled to cast the vote for the unit, then that unit will not be entitled to any vote. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be

designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner en-apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

- c. Election of chairman of the meeting;
- d. Calling of the roll and certifying of proxies;
- e. Proof of notice of meeting or waiver of notice;
- f. Reading and disposal of any unapproved minutes;
- g. Reports of officers;
- h. Reports of committees;
- i. Election of inspectors of election;
- j. Election of directors;
- k. Unfinished business;
- l. New business; and
- m. Adjournment.

2.9. Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the

condominium, or until June 30, 1974, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of directors which shall initially number three. Thereafter, the number of members of the board of directors shall be that number designated by a majority of the members at each annual meeting.

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

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five (5) members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings or members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, or until June 30, 1974, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

3.3. The term of each director's service, with the exception of the first directors who

z

OFFL
RECS 1409
PAGE 991

shall serve until the time provided in 3.2.f., shall terminate on the first day of November following the election of his replacement and subsequently until his successor is qualified or until he is removed in the manner elsewhere provided.

3.4. The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their taking office at such place and time as shall be fixed by agreement of a majority of the new board, and no further notice of the organization meeting shall be necessary.

3.5. 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. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7. Waiver of notice. 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.

3.8. A quorum at directors' meeting shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the boards of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

OFFL
RECS 1409
PAGE 992

3.9. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice,

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll;
- b. Proof of due notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New business; and
- h. Adjournment.

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

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by office owners when such is specifically required.

OFFL
RECS 1409
PAGE 993

5. Officers.

5.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by a majority vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and

exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as maybe required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

OFFL
RECS **1409**
PAGE **994**

5.5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

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

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

OFFL
RECS **1409** PAGE **995**

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

e. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against apartment owners, which assessments may be made in advance in order to provide a working fund.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

d. Betterments., which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$5,000, provided, however, that in the expenditure of this fund no sum in excess of \$1,000 shall be expended for a single item or purpose without approval of the members of the Association.

e. Operations, the amount of which may be to provide a working fund or to meet losses.

f. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments of the condominium, or until June 30, 1974, or

OFFL
RECS 1409
PAGE 996

until Developer elects to terminate its control of the condominium, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves.

g. Copies of the budget and proposed assessments shall be transmitted to each member on or before December preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in four equal installments on the first days of January, April, July and October of each year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment. The first assessment shall be determined by the board of directors of the Association.

OFFL
RECS 1409
PAGE 997

6.4. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. 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 moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

OFFL
RECS **1409** PAGE **998**

6.7. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8. Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than one-half of 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. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

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

8.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, by all of the directors.

OFFL
RECS **1409** PAGE **999**

8.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

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

The foregoing were adopted as the Bylaws of Oceanus Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on

Franklin W. Henderson

Secretary

Approved

[Signature]

President

[Signature]

OFFL RECS 1409 PAGE 1000

CERTIFICATE OF AMENDMENT TO BYLAWS OF OCEANUS OWNERS ASSOCIATION, INC.

The undersigned, officers of Oceanus Owners Association, Inc. hereby certify that the amendment to the bylaws of this corporation, which amendment is set forth in 'Exhibit A', attached hereto and made a part hereof, was duly adopted in accordance with the provisions and procedures set forth in Paragraph 8.2c of said bylaws by an affirmative vote of all of the directors of Oceanus Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be signed in its name, by its Vice-President and Secretary-Treasurer, this 13th day of December, 1973.

OCEANUS OWNERS ASSOCIATION, INC.

Signed and acknowledged in the presence of:

Carole Laabst

By Thomas J. Elliott
Thomas J. Elliott, Vice-President

Mildred Foster

By Ellis F. Mayhew
Ellis F. Mayhew, Secretary-Treasurer

STATE OF OHIO.) ss:

FRANKLIN COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State aforesaid, personally appear Thomas J. Elliott, as Vice-President and Ellis F. Mayhew as Secretary-Treasurer of Oceanus Owners Association, Inc., who, after being first duly cautioned and sworn, certify that the Amendment referred to herein was duly adopted in accordance with the terms and conditions of the bylaws of Oceanus Owners Association, Inc., and, acknowledged that they executed the foregoing Certificate of Amendment for the purposes therein expressed under and by authority of said corporation, this 13th day of December, 1973

Mildred Foster

Notary Public



MILDRED FOSTER
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES 8-29-77

“EXHIBIT A”

RESOLVED, further, that pursuant to the authority vested in this Board of Directors by virtue of Paragraph 8.2c of the bylaws of this corporation do hereby amend said bylaws as follows:

Section 6.3 of said bylaws is hereby amended to provide as follows:

Assessments against apartment owners for their shares of the items of the budget shall be due in twelve (12) equal installments on the first day of each calendar year rather than in four (4) equal installments on the first day of January, April, July and October of each year.

Jewel Builders, Inc., Developer of the Condominium, shall not be liable for assessments to the apartments retained by Developer for sale to others, Jewel Builders, Inc. shall be liable only for that part of the common expense in excess of the sums collected by assessment against the apartments sold by Jewel Builders, Inc., said liability to cease upon the sale of seventy-five (75%) percent of the apartments or on June 30, 1974, whichever occurs first.

CERTIFICATE OF SURVEYOR

THE UNDERSIGNED SURVEYOR BEING AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE FOREGOING MATERIAL, TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM FOR OCEANUS CONDOMINIUM IS A CORRECT REPRESENTATION OF THE LAND AND EXISTING AND PROPOSED IMPROVEMENTS DESCRIBED AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS, AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT.



CHARLES A. BUCKNER
FLORIDA REGISTERED LAND SURVEYOR



SUBMISSION OF MORTGAGEE

WHEREAS, on November 3, 1972, Henderson Investment Corporation executed and delivered a Mortgage Deed to Citizens and Southern Realty Investors, which mortgage was recorded in Official Records Book 1290, page 915, of the Public Records of Brevard County, Florida; and

WHEREAS, by virtue of an Assignment of Mortgage dated March 9, 1973, Citizens and Southern Realty Investors assigned all of its right, title and interest in said mortgage to Inland Steel Urban Development Corp; and

WHEREAS, Jewel Builders, Inc., is the successor in interest to Henderson Investment Corporation as to the real estate described hereinafter; and

WHEREAS, the premises subject to said mortgage are the same premises subject to the Declaration of Condominium of Oceanus Condominium, which Declaration of Condominium has been or is to be recorded, which premises are more fully described hereinafter:

A portion of Government Lots 1 and 2, Section 23, Township 26 South, Range 37 East, Brevard County, Florida, lying east of the easterly right-of-way line of State Road A1A, and more particularly described as follows:

Commencing at the N.W. corner of said Section 23 thence run South 0°53'30" East along the West line of said Section 23 for a distance of 1334.25 feet to a point on the south line of Patrick Air Force Base; thence run North 89°14'40" East along the South line of Patrick Air Force Base for a distance of 2856.40 feet to a point on the easterly right-of-way line of State Road A1A, said right-of-way being presently accepted as 100 feet wide; thence run South-7°59'53" East along the Easterly right-of-way line of said State Road A1A for a distance of 1000 feet to -the POINT OF BEGINNING of the-parcel of land hereinafter described; thence continue South 7°59'53" East along the easterly right-of-way line of said State Road A1A for a distance of 489.42 feet; thence run North 89°14'40" East for a distance of 287 feet, more or less, to the high water line of the Atlantic Ocean; thence meander the high water line of the Atlantic Ocean in a northwesterly direction for a distance of 489.42 feet, more or less, to a point; thence run South 89°14'40". West for a distance of 282 feet, more or less, to the POINT OF BEGINNING; TOGETHER with all littoral rights appertaining thereto.³²

³² Added "TOGETHER...thereto." - unclear in original

NOW THEREFORE, the undersigned, hereby submits its said mortgage to the Declaration of Condominium of Oceanus Condominium and to the bylaws and drawings attached thereto.

IN WITNESS WHEREOF, this Submission of Mortgagee has been executed this 7th day of December, 1973, by the officers of the undersigned duly authorized in the premises by the Board of Directors of the undersigned.

Signed and Acknowledged
in the Presence of:

INLAND STEEL URBAN
DEVELOPMENT CORP.

Wm. M. Stultman
Douglas C. Keft

By William E. Rothfelder
President

STATE OF ILLINOIS
COUNTY OF COOK . ss:

BEFORE ME, the subscriber, a Notary Public in and for said County, personally appeared William E. Rothfelder, the President, and _____, the ___ of INLAND STEEL URBAN DEVELOPMENT CORP., a Delaware corporation authorized to do business in the State of Ohio, the corporation which executed the foregoing instrument, who, having been first duly sworn, acknowledged that they did sign the foregoing instrument and that the same was their free act and deed individually and as such officers, duly authorized by resolution adopted by the Board of Directors of said corporation, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Chicago, Illinois this 7th day of Dec, 1973



Marsha L. Cooper
Notary Public

My Commission Expires February 28, 1976

This Instrument Prepared By:

Richard A. Levinsky
Lucas, Prendergast, Albright, Gibson,
Brown & Newman
Attorneys at Law
42 East Gay Street
Columbus; Ohio 43215



OCEANUS CONDOMINIUM
CHANGES TO DECLARATION OF CONDOMINIUM

OFF. REC. PAGE
2203 0512

ARTICLE 1.0 PURPOSE

No changes.

ARTICLE 1.1 NAME AND ADDRESS

No changes.

ARTICLE 1.2 THE LAND

No changes.

ARTICLE 2.0 DEFINITIONS

The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act (Chap. 718 Fla. Stat, and all amendments thereof and thereto) and as follows unless the context otherwise requires:

ARTICLE 2.1 No Changes.

through
Article 2.8

ARTICLE 3.0 No Changes.

through
Article 3.7

ARTICLE 4.0 No Changes.

through
Article 4.3

ARTICLE 4.4 LIABILITY FOR COMMON EXPENSES

Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

ARTICLE 5.0 No Changes.

through
ARTICLE 5.2

ARTICLE 6.0 ASSESSMENTS

1. ARTICLE 6.0 is deleted in its entirety.

2. ARTICLE 6.0 shall now read as follows:

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

ASSOCIATION is given the authority to maintain, operate and manage the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all APARTMENT UNITS. To properly maintain, operate and manage the CONDOMINIUM, ASSOCIATION will incur, for the mutual benefit of all of the owners of APARTMENT UNITS, costs and expenses which will be continuing or nonrecurring, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses". To provide the funds necessary for such maintenance, operation and management, the said ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all APARTMENT UNITS and said APARTMENT UNITS. Such provisions covering the levying and

OFF. REC.
2203
PAGE
0513

collection of assessments are more fully set forth in the By-Laws of the ASSOCIATION, which are attached hereto and incorporated herein by reference.

ARTICLE 7.0 through ARTICLE 7.2 ARTICLES 7.0, 7.1 and 7.2 deleted in their entirety.
 ARTICLE 7.0 shall read as follows:

7.0 ASSOCIATION. To efficiently and effectively provide for the maintenance, management and operation of the CONDOMINIUM by the owners of APARTMENT UNITS a non-profit Florida corporation known and designated as OCEANUS OWNERS' ASSOCIATION, has been organized and said corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and Bylaws. A true copy of said Articles of Incorporation and Bylaws are annexed hereto and expressly made a part hereof as Exhibit E and F respectively. The owner or owners of each APARTMENT UNIT shall automatically become members of the Corporation upon his, her, their or its acquisition of an ownership interest in. an APARTMENT UNIT and the membership of such owner or owners shall automatically terminate upon such owner or owners being divested of such ownership interest in the title to such apartment unit regardless of the means by which such ownership shall be divested. No person, firm or corporation holding any liens, mortgages, or other encumbrance upon any apartment unit shall be entitled by virtue of such lien, mortgage or other encumbrance to membership in said Corporation or any of the rights or privileges of such membership. In the maintenance, management and operation of the CONDOMINIUM, said OCEANUS OWNERS ASSOCIATION, INC, shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided and to adopt, promulgate³³ and enforce such rules and regulations governing the use of the apartment units and common property as the Board of Directors of the Corporation may deem in the best interest of the Corporation. Said Corporation known-as OCEANUS OWNERS' ASSOCIATION, INC., is referred to as Association in this Declaration of Condominium.

ARTICLE 7.3 LIMITATION UPON LIABILITY OF ASSOCIATION
 Said ARTICLE 7.3 shall be renumbered to read 7.2.

ARTICLE 7.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS
 Said Article is deleted in its entirety.

ARTICLE 7.5 APPROVAL OR DISAPPROVAL OF MATTERS
 Said Article is deleted in its entirety.

ARTICLE 7.6 RIGHT OF ENTRY INTO PRIVATE DWELLING IN EMERGENCY
 Said Article shall be renumbered to read 7.3.

ARTICLE 7.7 RIGHT OF ENTRY. FOR MAINTENANCE OF COMMON PROPERTY
 Said Article shall be renumbered to read 7.4.

OFF. REC.	PAGE
2203	0514

³³ "pomgulate" in original

ARTICLE 8.0 No Changes.
through
ARTICLE 8.2

ARTICLE 9.0 No Changes.

ARTICLE 10.0 No changes.

ARTICLE 10.1 APARTMENTS.

- 1. Article 10.1 is deleted in its entirety.
- 2. Article 10.1 shall now read as follows:

APARTMENTS.

Each of the apartments shall be occupied only by a family, its servants and guests, as a residence, or by the approved lessee of the unit owners. No apartment may be divided or subdivided into a smaller unit nor any portions sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected.

ARTICLE 10.2 COMMON ELEMENTS

The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment owners.

ARTICLE 10.3 No Changes.

through
ARTICLE 10.4

ARTICLE 10.5 LEASING.

After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family, its servants and guests. No room, rooms or other portion of an apartment may be rented unless the entire apartment of which said room, rooms or other portion thereof is a part, is rented to any one person or family. It is the intention hereof that only entire apartments be rented and no portions thereof. In addition all such rentals shall be for a minimum period of one (1) month. In the event any Owner shall violate the provisions of this paragraph the Association shall have the right, in addition to other rights provided herein, to impose a monetary penalty for such violation equal to one (1) month's maintenance fee. The Association shall have the right to collect such penalty in the same manner as it would collect an assessment, including the right to file a lien against the Owner's apartment unit and the foreclosure of same for unpaid penalties.

ARTICLE 10.6 No changes.

ARTICLE 10.7 PROVISO.

Said Article shall be deleted in its entirety.

ARTICLE 11.0 MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the condominium

OFF. REC.
2203

PAGE
0515

exists and apartment buildings in useful condition exist upon the land, which provisions each apartment owner covenants to observe:

ARTICLE 11.1 TRANSFERS SUBJECT TO APPROVAL

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

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

Sub-paragraphs c. through e. remain as stated.

ARTICLE 11.2 APPROVAL BY ASSOCIATION.

Said Article shall remain as stated through sub-paragraph b. (1). Sub-paragraph b. (2) shall read as follows:

(2) Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Brevard County, Florida, at the expense of the lessee.

Sub-paragraph B. (3) shall remain as stated. No changes.

ARTICLE 11.3 No Changes.
through
ARTICLE 11.6

ARTICLE 12.0 No Changes.
through
ARTICLE 12.3

ARTICLE 12.4 COSTS AND ATTORNEY'S FEES.

In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees including reasonable attorney's fees in any appellate proceeding as may be awarded by the Court.

ARTICLE 12.5 No Changes.

ARTICLE 13.0 AMENDMENTS.

1. Said Article shall be deleted in its entirety.

2. Said Article shall read as follows:

This Declaration may be amended in the following manner:

a. An amendment or amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors or it may be proposed by

OFF. REC. PAGE
2203 0516

members of the Association 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 being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association or other officer of the Corporation in the absence of the President who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than thirty (30) days from the receipt by such officer³⁴ of the proposed amendment and it shall be the duty of the Secretary of the Association 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 in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such special 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 Association, and postage thereon prepaid. In addition to mailing or personally delivering notice of said meeting to each member of the Association, the Secretary shall post in a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days prior to said meeting.

b. 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.

c. At such special meeting, the amendment must be approved by an affirmative vote of not less than sixty-six and two-thirds (66 2/3) percent of the entire membership of the Association in order for such amendment to become effective. Thereupon, the amendment shall be transcribed and certified and said certified copy shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date the amendment was so registered.

d. At any meeting held to consider an amendment, the written vote of any member³⁵ of the Association shall be recognized if such member is not in attendance at such meeting and is not represented thereat by proxy provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

e. In the event that the members owning³⁶ the number of apartment units in the Condominium necessary to pass any Amendment or Amendments to this Declaration shall execute an instrument amending this Declaration, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid amendment to this Declaration and it shall not be necessary for the meeting otherwise prescribed above to be

OFF. REC.
2203
PAGE
0517

³⁴ "office" in original

³⁵ "memeber" in original

³⁶ "owing" in original

held.

f. Notwithstanding the foregoing provisions of this Article 13.0, no amendment shall make any changes in the qualifications for membership in the Association nor the voting rights of members of the Association without the approval in writing of all members and the joinder of all record owners of mortgages upon the Condominium property and no amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration of Condominium.

ARTICLE 13.1 Said Articles shall be deleted in their entirety.
through
ARTICLE 13.2

ARTICLE 13.3 No changes.
through
ARTICLE 13.4

ARTICLE 14.0 No changes.
through
ARTICLE 14.5

ARTICLE 15.0 No Changes.

ARTICLE 16.0 MISCELLANEOUS PROVISIONS

a. Each apartment owner, by acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

b. Upon the removal of the condominium property from the provisions of Chapter 718, Florida Statutes, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any unit shall terminate and be of no further force nor effect.

Sub-paragraphs c. through e. shall remain as stated.

Sub-paragraph f. is deleted in its entirety.

Sub-paragraphs g. through h. remain as stated.