467170 93 OCT -6 PM 5:46

CERTIFICATE OF APPROVAL OF AMENDMENT TO THE BY-LAWS OF GOLF VIEW CONDOMINIUM ASSOCIATION, INC.

The undersigned officers hereby certify that the attached amendment to the By-Laws of Golf View Condominium Association, Inc. was duly adopted in accordance with the provisions of Article VIII of said By-laws, as recorded with the Declaration of Condominium for Golf View, a Condominium, which are recorded with the Public Records of Brevard County at Official Record Book 2292, Page 285, as amended from time to time. Said amendment was adopted at a special meeting of the membership held on March 9, 1993 by a vote of 73 to 0.

WITNESS our hands and seals duly authorized this 16th day of September, 1993.

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
# Pgs 3 # Names 2
Trust Fd 200 Rec Fee 13.00
Excise Tx
Int Tx
Stamp-Mtg
Service Chg Refund

GOLF VIEW CONDOMINIUM ASSOCIATION, INC.

By Myron P. Pidlyski President

Myron P. Pidlyski

2709 Golf Lake Circle, Melbourne, FL 32935

Printed Name and Address

Attest Sandra Weisman Secretary

Sandra Weisman

2334 Golf Lake Circle, Melbourne, FL 32935

Printed Name and Address

Becker & Poliakoff, P.A.
901 Maitland Center
901 North Lake Destiny Dr., Suite 145
Maitland, FL 32751

STATE OF FLORIDA )
) ss:
COUNTY OF Brevard )

BEFORE ME, the undersigned authority, personally appeared Sandra F. Weisman ~~and~~ ,

BK 3329 PG 3960

President and Secretary, respectively, of Golf View Condominium Association, Inc., to me personally known, or having produced FLDL W255786265100'98 as identification, and did/did not take an oath, and acknowledged before me that they freely and voluntarily executed the same for the purposes therein expressed.

WITNESS my hand and official Seal in the State and County last aforesaid, this 16th day of September, 1993.

OFFICIAL SEAL
MICHELLE D. ORLANDO
My Commission Expires
Feb. 18, 1997
Comm. No. CC 260808

Michelle D. Orlando
Notary Public, State of Florida at Large.
Printed Name: Michelle D. Orlando
My commission expires: Feb. 18, 1997

Prepared By:

Paul L. Wean, Esquire
Becker & Poliakoff, P.A.
901 North Lake Destiny Drive
Suite 145
Maitland, Florida 32751

# PROPOSED AMENDMENTS TO THE BY-LAWS OF

# GOLF VIEW CONDOMINIUM ASSOCIATION, INC.

Additional text indicated by <u>underlining</u>
Deleted text indicated by ~~strike-throughs~~

3. <u>ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP</u>.

a. The Annual Membership Meeting shall be held at the office of the Association at ~~7~~<u>8</u>:00 P.M., Eastern Standard Time, on the ~~first~~ <u>second</u> Tuesday in ~~August~~ <u>December</u> of each year for the purpose of electing officers and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

This instrument prepared by Curtis R. Mosely, Esq., of Wolfe, Kirschenbaum, Caruso, Mosely, Scott, & Kabbord, P.A., Post Office Box 757, Cocoa Beach, Florida 32931

# DECLARATION OF CONDOMINIUM

# OF

# GOLF VIEW, A CONDOMINIUM

GOLF VIEW, INC. hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium apartment ownership for GOLF VIEW, A CONDOMINIUM, consisting of real property and improvements thereon as hereinafter described.

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

## I

## ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the City of Melbourne, County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEET 2 OF EXHIBIT "A" ATTACHED HERETO

and on which property the Developer owns seven (7) two-story apartment buildings containing a total of forty-eight (48) apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as GOLF VIEW, A CONDOMINIUM, hereinafter referred to as the "condominium".

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the Bylaws and Articles of Incorporation of GOLF VIEW CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

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

## II

## SURVEY AND DESCRIPTION OF IMPROVEMENTS

A. Attached hereto and made a part hereof, and marked Exhibit "A", consisting of nineteen (19) pages is a boundary survey of Phase One Land, graphic descriptions of the improvements in which apartments of Phase One are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Attached hereto and made a part hereof, and marked Exhibit "B", consisting of eight (8) pages, are boundary surveys of the entire premises of which Phases One, Two, Three and Four are a part, boundary surveys of each Phase, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements contemplated as comprising Phase Two, Phase Three and Phase Four which apartments are located, and plot plans thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 through 15, of Exhibit "A" attached to this Declaration of Condominium.

The Units described in Exhibits "A" and "B", contemplated as constituting all phases, are not substantially completed but are merely proposed. The time period within which Phase One must be completed is August, 1982, the time period within which Phase Two must be completed is August, 1983, the time period within which Phase Three must be completed is August, 1984, and the time period within which Phase Four must be completed is August, 1985.

Without the consent of any Unit Owner, (a) the Developer, or its successor in title to all or any portion of Phase Two shown on the plans referred to in the Exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Two on which will be constructed the Phase Two improvements identified in said Exhibits hereto, and (b) the Developer, or its successor in title to all or any portion of Phase Three, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Three on which will be constructed the Phase Three improvements identified in the Exhibits hereto, and (c) the Developer, or its successor in title to all or any portion of Phase Four may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Four on which will be constructed the Phase Four improvements identified in the Exhibits hereto, and from and after the recording of such amendment or amendments, the Condominium shall include Phase Two, Phase Three, or Phase Four as applicable. The Developer, or any successor in title, shall have the right, prior to the execution and recording of the respective amendments, to change the size, layout and location, but not the total number of units, nor the ownership interest in the common elements, in Phase Two, Phase Three, and Phase Four. No amendment shall be effective until recorded in the Public Records of Brevard County.

Unless and until a further amendment to this Declaration is recorded, adding to the Condominium Phase Two, each Phase One unit owner will own an undivided one-forty-eighth (1/48) share in the common elements. If Phase Two is added to the Condominium, each Phase One Unit Owner will own an undivided one-eighty-eighth (1/88) share in the common elements. If Phase Three is added to the Condominium, each Phase One Unit Owner will own an undivided one-one hundred thirty-sixth (1/136) share in the common elements. If Phase Four is added to the Condominium, each Phase One Unit Owner will own an undivided one-one hundred sixty-eighth (1/168) share in the common elements. Initially, there shall be a total of forty (48) votes to be cast by the owners of the condominium units. If Phase Two is added to the condominium, there shall be a total of eighty-eight (88) votes to be cast by the owners of the condominium units. If Phase Three is added to the condominium, there shall be a total of one hundred thirty-six (136) votes to be cast by the owners of the condominium units. If Phase Four is added to the condominium, there shall be a total of one hundred sixty-eight (168) votes to be cast by the owners of the condominium units. The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If Phase Two, Phase Three, or Phase Four is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph. The recreational areas and facilities are described in Exhibit "B" attached hereto, and are a part of Phase One.

The Phase Two, Three and Four unit Owners shall have the non-exclusive rights hereinafter set forth to the use of the recreational facilities when construction thereof is completed.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phase One.

B. (1) The Developer does hereby establish and create for the benefit of each of Phase Two, Phase Three, and Phase Four, and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of Phase Two, Phase Three, or Phase Four, the following easements, licenses, rights and privileges:

(a) Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the driveways and walks in Phase One (as shown on Sheet of Exhibit "A" annexed hereto and as they may be built or relocated in the future), between the public highway bounding the condominium and Phase Two, Phase Three, and Phase Four for all purposes for which driveways and walks are commonly used, including the transportation of construction materials for use in Phase Two, Phase Three, and Phase Four, and, if the Phase One Unit Owners fail to perform their obligations as hereinafter set forth, to maintain and repair the same; and

(b) Rights to connect with make use of, and, if the Phase One Unit Owners (and/or the Association) fail to perform their obligations as hereinafter set forth, to maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase One, as the same may be from time to time relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including without limitation, the restoration of all surface areas to their condition immediately prior to the exercise of such rights.

(c) After completion of the recreational facilities (described in the Exhibits hereto) to be contained in Phase One, the right to make use of such recreational facilities, non-exclusively with the owners from time to time of Phase Two, Phase Three and Phase Four, or any parts thereof, their tenants, and the immediate families of such tenants and their guests, who are residents in occupancy of Units in Phase Two, Phase Three or Phase Four, and, if the owners of Phase One fail to perform their obligations as hereinafter set forth, the right to maintain, repair and replace the same.

(2) The easements, licenses, rights and privileges established, created and granted by the provisions of this subdivision B. shall be for the benefit of, and restricted solely to, the owners from time to time of Phase Two and/or Phase Three and/or Phase Four, or any parts thereof, their tenants, and the immediate families of such tenants and their guests, who are residents in occupancy of Units in Phase Two, Phase Three, or Phase Four, for the duration of their tenancies, but the same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of Phase One other than the driveways, walks, parking spaces, utility and drainage lines, wires, pipes and conduits.

(3) The Phase One Unit Owners, and each of them, for themselves, their heirs, administrators, executors, successors and assigns, (and/or the Association) shall maintain and repair, at their sole cost and expense, those portions or Phase One which are subject to the easements, licenses, rights and privileges described in this subdivision B. to the Declaration.

C. (1) The Developer does hereby establish and create, and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of Phase One, Phase Two, Phase Three, and Phase Four, respectively, those easements, licenses, rights and privileges, as are applicable to each of Phase One, Phase Two, Phase Three, or Phase Four, as the case may be, as follows:

(a) As appurtenant to and benefiting Phase One.

Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the driveways and walks in Phase Two, Phase Three, and Phase Four, when constructed (and as they may be built or relocated in the future) between Phase One and Phases Two, Three, and Four, for all purposes for which driveways and walks are commonly used, and, if the owners of Phase Two and/or Phase Three and/or Phase Four shall fail to perform their obligations as hereinafter set forth, the right to maintain and repair the same; and

(b) As appurtenant to and benefiting Phase Two.

Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the driveways and walks in Phase Three and Phase Four, when constructed (and as they may be built or relocated in the future) between Phase Two, Phase Three and Phase Four, for all purposes for which driveways and walks are commonly used, and, if the owners of Phase Three and Phase Four fail to perform their obligations as hereinafter set forth, the right to maintain and repair the same; and

(c) As appurtenant to and benefiting Phase Three.

(i) Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the driveways and walks in Phase Two and Phase Four, when constructed (and as they may be built or relocated in the future) between Phase One, Phase Two, and Phase Four, for all purposes for which driveways and walks are commonly used, and, if the owners of Phase Two and Phase Four fail to perform their obligations as hereinafter set forth, the right to maintain and repair the same; and

(ii) Rights to connect with, make use of, and, if the owners of Phase Two and Phase Four fail to perform their obligations as hereinafter set forth, to maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase Two and Phase Four, as the same may be from time to time relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including, without limitation, the restoration of all surface areas to their condition immediately prior to the exercise of such rights.

(d) As appurtenant to and benefiting Phase Four.

(i) Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the driveways and walks in Phase Two and Phase Three, when constructed (and as they may be built or relocated in the future) between Phase One, Phase Two, and Phase Three, for all purposes for which driveways and walks are commonly used, and, if the owners of Phase Two and Phase Three fail to perform their obligations as hereinafter set forth, the right to maintain and repair the same; and

(ii) Rights to connect with, make use of, and, if the owners of Phase Two and Phase Three fail to perform their obligations as hereinafter set forth, to maintain, repair and replace underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase Two and Phase Three, as the same may be from time to time relocated; provided that all damage caused by the exercise of such rights is promptly repaired, including, without limitation, the restoration of all surface areas to their condition immediately prior to the exercise of such rights.

(2) The Developer or any successor in title to Phase One, shall have the right to charge the Phase Two, Three and Four Unit Owners a fair and equitable fee to be shared with the owners of Phase One, for the cost of maintaining and keeping in good order, condition and repair those recreational facilities as have been constructed in Phase One, until such time as Phases Two, Three and Four are added to the Condominium.

(3) The easements, licenses, rights and privileges established, created and granted by Developer pursuant to the provisions of this subdivision C. shall be for the benefit of, and restricted solely to, the owners from time to time of each of the Phases so benefited, or any parts thereof, their tenants, and the immediate families of such tenants and their guests, who are residents in occupancy of Units or apartments in each of the Phases so benefited, for the duration of their tenancies, but the same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of each Phase other than as hereinabove provided in this subdivision C.

(4) The Developer does hereby covenant for itself, its successors in title and assigns, that the owner or owners of Phase Two, Phase Three, and Phase Four shall maintain and repair; at their sole cost and expense, those portions of Phase Two, Phase Three, and Phase Four which are subject to the easements, licenses, rights and privileges created and granted for the benefit of the owners of the other Phases.

D. In the event of a taking under the power of eminent domain of all or any part of Phase One, Phase Two, Phase Three, or Phase Four, that portion of the award attributable to the value of any land within the Phase so taken shall be payable only to the owner or owners in fee thereof, and no claim thereon shall be made by the owners of any Phase, or parts thereof, not so taken, provided, however, the owners of any Phase, or parts thereof, not so taken may file collateral claims with the condemning authority, over and above the value of the land in any Phase so taken, to the extent of any damage suffered by a Phase not taken resulting from the loss of the easements, licenses, rights and privileges so taken; and provided further, however, that the owners of the Phase so taken, to the maximum extent possible, shall promptly repair and restore the remaining portion of the Phase so taken and affected by said easements, licenses, rights and privileges as nearly as practicable to the condition they were in immediately prior to such taking and without contribution from the owners of those Phases not so taken, but if the net proceeds of such award are insufficient to pay the costs of such restoration and repair, the owner or owners of the Phases not so taken shall contribute the new awards, if any, received by them to the extent necessary to make up such deficiency. The easements, licenses, rights and privileges affecting the land in those Phases made subject to a taking shall remain in full force and effect on the remaining portion of the Phase, as repaired and restored. The provisions of this subdivision D. do not control, and shall be wholly inapplicable to, the rights of any Unit owners in any Phase that has been added to the Condominium by amendment to the Declaration.

E. Each of the easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land. The provisions of this Article II may not be abrogated, modified or rescinded in whole or in part other than with the consent of the owner or owners of Phase One, Phase Two, Phase Three, and Phase Four, and of all mortgagees under any first mortgage covering all or any part of Phase One, Phase Two, Phase Three, or Phase Four, evidenced by a declaration in writing, executed and acknowledged by all said owners and first mortgagees and duly recorded in the Public Records of Brevard County. However, in the event all Phases shall be included in the Condominium, the provisions of subdivisions B., C. and D. of this Article II shall become null and void, just as if never entered into and without the necessity for the execution of any further documents, whereupon the common elements of the condominium shall expressly include, within its meaning, in addition to the items as listed in the Florida Condominium Act and those items heretofore set forth in this Declaration, non-exclusive cross-easements for ingress, egress, and the installation and maintenance, repair and replacement of all utility and drainage lines serving any of the Units of the Condominium, but the provisions contained in Subdivision A. of this Article II, shall not be so rendered null and void, and, to the extent applicable, shall remain in full force and effect.

## OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided one-forty-eighth (1/48) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-forty-eighth (1/48) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one (1) integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

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

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

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

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-forty-eighth (1/48).

IV

## APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", pages 4 through 17, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plan.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant.

Expenses of maintenance, repair or replacement relating to the limited common elements shall be treated as and paid for as a part of the common expenses of the Association, except the expenses of maintenance relating to the floor and ceiling surfaces shall be borne by and assessed against the individual unit owner. However, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartments, limited common elements and common elements and easements of support in every portion of an apartment which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of the apartments.

## V

## ADMINISTRATION OF CONDOMINIUM BY GOLF VIEW CONDOMINIUM ASSOCIATION, INC.

The operation and management of the condominium shall be administered by GOLF VIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association".

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

## VI

## MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of forty-eight (48) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Administration of the corporation who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

## COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall adopt annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limitation the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of one-forty-eighth (1/48) of the common expenses as determined in said budget.

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

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least seventy-five (75%) percent of the apartments in the condominium.

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

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid. The Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty-Five and No/100 Dollars ($25.00) on payments more than ten (10) days late.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of said lien. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

This instrument was prepared by CURTIS R. MOSLEY, ESQ., of Wolfe, Kirschenbaum, Caruso Mosley & Kabboord, P.A., Post Office Box 757, Cocoa Beach, Florida 32931

3

## AMENDMENT TO DECLARATION OF CONDOMINIUM

GOLF VIEW, INC., a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIV, establishing GOLF VIEW, A CONDOMINIUM, recorded in Official Records Book 2292, Page 0285 through 0347, inclusive, Public Records of Brevard County, Florida, hereby amends said Declaration above described as follows:

Article VII, Page 9, the fifth paragraph after the Notice of Contest of Lien, is deleted and the following paragraph is added in the place of same:

"The Developer shall be excused from the payment of its share of common expenses and assessments related thereto on units it owns in the said Condominium for the period of time commencing with the date of the recording of this Declaration until April 1, 1983, or until the unit owners, other than the Developer, elect the majority of the Board Members, whichever occurs last, during which period of time the Developer guarantees that the assessments for common expenses of the Condominium imposed upon the respective unit owners shall not increase over the dollar amount as set forth in the Projected Operating Budget, which is attached hereto and made a part hereof, and obligates itself to pay any amount of common expenses incurred during said period of time and not produced by the assessments at the guaranteed level."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 6th day of April, A.D., 1981.

Signed, sealed and delivered in the presence of:

GOLF VIEW, INC.

BY: [signature] (SEAL)
Joe B. Agee, President

STATE OF FLORIDA
COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared Joe B. Agee, as President of GOLF VIEW, INC., known to me and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this the 6th day of April, 1981.

[signature]
Notary Public

My commission expires: 9-11-84

52904 7

1981 APR 15 AM 11:49

OFF. REC. 2293

PAGE 2211

Notice of Contest of Lien

To: GOLF VIEW, CONDOMINIUM ASSOCIATION, INC.
Melbourne, Florida

You are notified that the undersigned contests the claim of lien filed by you on ____________________, and recorded in Official Records Book ____________ at Page ______________, of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this ________ day of _______________, 19____.

Signed: ______________________________
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessment in the manner a mortgage or real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested addressed to the unit owner. If after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Section 718.116(4).

If, the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

The provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof.

The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgage of records and shall not be restricted to the first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the corporation shall interfere with the sale of such apartments.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.

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

The Association may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the proportion set out hereinabove, and shall in no event exceed three (3) months' assessment. The owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units, or when all of the units have been completed and some of them have been sold and none of the others are being offered for sale in the ordinary course of business, whichever shall occur first.

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

VIII

INSURANCE COVERAGE, USE AND DISTRIBUTION
OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

a. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association and the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

b. The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Administration such insurance may be carried on not less than full insurable value basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection for the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The Association may carry such other insurance, or obtain such other coverage as the Board of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the Association as an operating expense.

d. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the owners and the mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

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

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of twenty-five percent (25%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and all first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, (1) obtaining a construction loan from other sources, (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

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

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

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least seventy-five (75%) percent of the apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

IX

## RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, but excluding sliding glass doors and screens windows and screens, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the corporation's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the apartment owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is an apartment owner's responsibility to maintain.

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

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

The corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc, at any time without the written consent of the Association.

## X

## USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists, and these restrictions shall be covenants running with the land and shall be binding upon the Association and the apartment owners and their respective heirs, devisees, executors, administrators, successors and assigns, but said restrictions shall not be binding upon the Developer.

a. Apartments: Each of the apartments that are a part of the condominium shall be occupied, by no more than four (4) persons of which two may be under twelve (12) years of age, as a residence and for no other purpose. Except as the right is reserved to Developer, no apartment may be otherwise divided or subdivided into a smaller unit nor may any portion thereof be sold or otherwise transferred without first recording an Amendment to this Declaration showing the changes in the apartments to be effected.

b. 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 apartments. The second floor roofs in the B-type buildings are designated by the Association and then only for the purpose of maintenance and repair to the roofs and adjacent areas.

c. Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common elements, except that unit owners may have not more than one household pet per unit not to exceed thirty (30) pounds, and subject to the Rules and Regulations adopted from time to time by the Association.

d. Nuisances: No nuisances 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 condominium property by its residents shall be allowed upon the condominium property. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be 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.

e. 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 any of the condominium property shall be the same as the responsibility for the maintenance and repair of that type of property as set out herein.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, buildings nor the limited common elements; nor shall they place any furniture or equipment outside their unit nor shall they cause awnings and/or storm shutters, screens and enclosures and the like to be affixed or attached to any units, limited common elements or common elements, except with the prior written consent of the Management Firm (if any), or the Board of Directors, if no Management Firm has been designated, and further, when approved, subject to the Rules and Regulations adopted by the Management Firm or Board of Directors. No clothes line or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere except where designated by the Management Firm (if any) or, by the Board of Directors of the Association if no Management Firm has been designated. The unit owner may not enclose the balcony or porch which abuts a unit without the prior written consent of the Management Firm, and thereafter, the Association; however, the Developer shall have the absolute right to enclose or screen in said balcony or porch, and said Developer shall have the absolute right to determine what type and style of enclosures shall be permitted as to the balcony or porch, notwithstanding the fact that the prior written consent of the Management Firm, and thereafter, the Association, is required.

f. Leasing: An apartment owner may lease his entire apartment for a period of not more than three (3) years without the prior approval of the Association; provided however, that if the lessee thereof violates any provision of this Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, the Association may, upon twenty-four (24) hours written notice delivered to said lessee, terminate said lease, and the owner may not again lease any apartment in the condominium to said lessee without the prior approval of the Association; and provided further that notwithstanding said lease, the owner shall continue to be liable for all of his duties and obligations hereunder. The minimum lease period shall be three (3) months.

g. Rules and Regulations: Reasonable Rules and 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 and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

h. Proviso: Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium project, as defined herein, or until Developer shall elect to terminate its control over the condominium, whichever occurs first, neither the apartment owners nor the Association nor their 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 an apartment sales office, the showing of property and the display of signs.

XI

## LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

XII

## ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of seventy-five percent (75%) of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one hundred fifteen percent (115%) of the current regular annual assessment, unless prior written consent is received from seventy-five percent (75%) of the voting members.

XIII

## AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least seventy-five percent (75%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

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

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

## XIV

## TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning seventy-five percent (75%) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

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

The Board of Administration of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

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

AN UNDIVIDED ONE-FORTY-EIGHTH (1/48)

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one (1) person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

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

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

## XV

## ENCROACHMENTS

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

## XVI

## ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the Association of the names of any party holding a mortgage upon any apartment and the name of all lessees in order that the Association may keep a record of same.

## XVII

## ESCROW FOR INSURANCE PREMIUMS

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

## XVIII

## REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM

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

## XIX

## RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the Association. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

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

XX

WAIVER

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

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

XXI

CONSTRUCTION

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

XXII

GENDER

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

XXIII

CAPTIONS

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

XXIV

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court, and in any supplemental proceedings and appellant proceedings pursuant thereto, the prevailing party shall be entitled to attorney's fees for said proceedings subsequent to final judgment as the appropriate judicial body may award.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 1st day of March, A.D. 1981.

Signed, sealed and delivered in the presence of:

[signature]

Michele Salick

Helen F. Agee

Michele Salick

GOLF VIEW INC.

By: Joe B. Agee
Joe B. Agee, President (SEAL)

By: Chris Lane (SEAL)
Chris Lane, Secretary

GOLF VIEW, INC. CORPORATE SEAL 1971 FLORIDA

STATE OF FLORIDA:
COUNTY OF BREVARD:

I HEREBY CERTIFY, that on this 1st day of March, A.D. 1981, before me personally appeared JOE B. AGEE and CHRIS LANE, President and Secretary respectively of GOLF VIEW, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Cocoa Beach in the County of Brevard and State of Florida, the day year last aforesaid.

My Commission Expires:

7-14-84

Michele Salick
Notary Public, State of Florida

MICHELE SALICK NOTARY PUBLIC STATE OF FLORIDA