

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Sonia A. Bosinger, Esq.
ARIAS BOSINGER LACQUANITI, PLLC
845 E. New Haven Ave.
Melbourne, FL 32901

-----The area above this line is for recording purposes only-----

CERTIFICATE OF EXECUTION AND APPROVAL OF
REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
OCEAN SURF OWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of OCEAN SURF HOMEOWNERS' ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes, hereby certify that the REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OCEAN SURF OWNERS ASSOCIATION, INC. (hereinafter "Revived Declaration"), which is attached hereto and by reference made a part hereof, was duly adopted in accordance with Florida Statute §720.405(6), and is hereby to be recorded in the Public Records of Brevard County, Florida, in accordance with Florida Statute §720.407, along with the articles of incorporation and bylaws of the Association, and the legal description of each affected parcel of property.

Pursuant to Florida Statute §720.405(6), a majority of the affected parcel owners agreed in writing to the Revived Declaration and governing documents of the Association. Additionally, pursuant to Florida Statute §720.406, the Revived Declaration was approved by the Department of Commerce, as evidenced by the approval letter from the Florida Department of Commerce dated December 12, 2025, a copy of which is attached hereto and by reference made a part hereof.

The Revived Declaration is effective for a period of thirty (30) years from the date of recording of this document for the purpose of the Marketable Record Title Act, unless further extended by amendment to Florida Statutes.

The Association is a not-for-profit corporation created pursuant to the laws of the State of Florida.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 7th day of January, 2026.

Signed, sealed and delivered
in the presence of:

OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC.

WITNESS 1:

Alicia Baker
(Sign)
ALICIA BAKER
(Print)
845 E. NEW HAVEN AVE.
(Post Office Address)
MELBOURNE, FL 32901
(City/State/Zip)

PRESIDENT:

By: *Robert T. Doyle*
(Sign)
Robert T. Doyle
(Print)
200 6th Ave Apt C
(Post Office Address)
Melbourne Beach FL 32981
(City/State/Zip)

WITNESS 2:

Tanya Hewitt
(Sign)
Tanya Hewitt
(Print)
845 E. New Haven Ave.
(Post Office Address)
Melbourne FL 32901
(City/State/Zip)

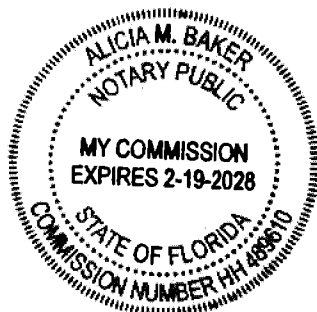
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 7th day of January, 2026, by
Robert T. Doyle, as President of OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is
☐ personally known to me or who has ☒ produced FL Drivers License as
identification.

NOTARY PUBLIC

Alicia Baker (Sign)
ALICIA BAKER (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC.

WITNESS 1:

Alicia Baker
(Sign)
ALICIA BAKER
(Print)
845 E. NEW HAVEN AVE
(Post Office Address)
MELBOURNE, FL 32901
(City/State/Zip)

SECRETARY:

Attested: *Christine M. Williams*
(Sign)
Christine M. Williams
(Print)
200 6th Ave Unit A
(Post Office Address)
Melbourne Beach FL 32951
(City/State/Zip)

WITNESS 2:

Tonia Hewitt
(Sign)
Tonia Hewitt
(Print)
845 E. New Haven Ave.
(Post Office Address)
Melbourne, FL 32901
(City/State/Zip)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 7th day of January, 2026, by
CHRISTINE M. WILLIAMS, as Secretary of OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is
☐ personally known to me or who has ☒ produced FL DRIVERS LICENSE as
identification.

NOTARY PUBLIC

Alicia Baker (Sign)
ALICIA BAKER (Print)

State of Florida, At Large
My Commission Expires:



**This instrument prepared by and
should be returned to:**

Sonia A. Bosinger, Esq.
ARIAS BOSINGER, PLLC
845 E. New Haven Ave.
Melbourne, FL 32901

**REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OCEAN SURF OWNERS ASSOCIATION, INC.**

**Lots 15, 16, 17, 18, 19, 20, 21 and 22, Block 27, WILCOX PLAT OF
MELBOURNE BEACH, according to the Plat thereof as recorded in Plat
Book 1, at Page 58, *et seq.*, of the Public Records of Brevard County, Florida.**

WHEREAS, GEE-NO INVESTMENTS OF FLORIDA, INC. (hereinafter referred to as "Developer") did, prior hereto on May 9, 1977, record the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., in Official Records Book 1739, at Page 565, *et seq.*, of the Public Records of Brevard County, Florida, governing certain tracts and parcels within the community known as Ocean Surf, according to the Plat thereof;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., recorded in Official Records Book 1739, at Page 565, *et seq.*, of the Public Records of Brevard County, Florida, as subsequently supplemented and amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., recorded in Official Records Book 2693, at Page 2487, *et seq.*, Amendment to Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., recorded in Official Records Book 4321, at Page 1673, *et seq.*, and subsequently re-recorded in Official Records Book 4329, at Page 1652, *et seq.*, Amendment to Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners Association, Inc., recorded in Official Records Book 6334, at Page 26, *et seq.*, and Amendment to Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners Association, Inc., recorded in Official Records Book 7115, at Page 2095, *et seq.*, all of the Public Records of Brevard County, Florida, governed the property and parcels identified within the Parcels on the Plat referenced above, and is referred to as the "Previous Declaration"

WHEREAS, Ocean Surf Homeowners' Association, Inc. (hereinafter "Association"), a Florida corporation, is the homeowners association which is the entity charged with operating the Ocean Surf community, and is authorized to enforce the payment of assessments that are imposed on the parcels by the Previous Declaration;

WHEREAS, the Previous Declaration was set to expire pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act, following the recording of the original Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., recorded on May 9, 1977;

WHEREAS, the following persons are the organizing committee formed for purposes of revitalizing the Previous Declaration pursuant to Florida Statute §720.403 through §720.407:

ORGANIZING COMMITTEE

Dr. Lorraine Grodovich
200 6th Ave., Apt. C
Melbourne Beach, FL 32951

Christine Williams
200 6th Ave., Apt. A
Melbourne Beach, FL 32951

Michael Burr
200 6th Ave.
Melbourne Beach, FL 32951

WHEREAS, this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. consists of the same substantive restrictions contained in the Previous Declaration, as referenced above, and as is attached and incorporated hereto as composite Exhibit "A";

WHEREAS, the existing Articles of Incorporation of Ocean Surf Homeowners' Association, Inc. ("Articles of Incorporation"), filed with the Florida Secretary of State on March 8, 2001, are attached hereto as Exhibit "B" and incorporated herein by reference, as required by Section 720.405(3), Florida Statutes;

WHEREAS, the existing Bylaws of Ocean Surf Homeowners' Association, Inc., dated March 8, 2001 ("Bylaws"), are attached hereto as Exhibit "C" and incorporated herein by reference, as required by Section 720.405(3), Florida Statutes;

WHEREAS, this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. governs the parcels which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration at the time of its expiration, except as otherwise may be provided or required by Section 720.404, Florida Statutes, and this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. provides for a term of the same duration as the term of the Previous Declaration;

WHEREAS, the voting interest of each parcel owner under this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. is the same as the voting interest of the parcel owner under the Previous Declaration at the time of its expiration, and the proportional assessment obligation of each parcel owner under this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. is the same as the proportional assessment obligation of the parcel owner under the Previous Declaration at the time of its expiration;

WHEREAS, this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. contains the same respective amendment provisions as the Previous Declaration at the time of its expiration;

WHEREAS, this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720, Florida Statutes, as is required pursuant to Section 720.404, Florida Statutes;

NOW, THEREFORE, this Revived Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc. hereinafter set out shall be applicable to the community commonly known as Ocean Surf, as identified by legal description and current ownership, and graphically depicted on composite Exhibit "D" attached hereto, and made a part hereof, being those parcels and property within the Parcels as shown on the Plat indicated above, all of the Public Records of Brevard County, Florida, and shall run with the land and shall be binding upon all parties and persons claiming under them.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Signed, sealed and delivered
in the presence of:

OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC.

WITNESS 1:

Alicia Baker
(Sign)
ALICIA BAKER
(Print)
845 E. NEW HAVEN AVE.
(Post Office Address)
MELBOURNE, FL 32901
(City/State/Zip)

PRESIDENT:

By: *Robert T. Doyle*
(Sign)
Robert T. Doyle
(Print)
200 6th Ave Apt. C
(Post Office Address)
Melbourne Beach FL 32951
(City/State/Zip)

WITNESS 2:

Tonja Hewitt
(Sign)
Tonja Hewitt
(Print)
845 E New Haven Ave.
(Post Office Address)
Melbourne, FL 32901
(City/State/Zip)

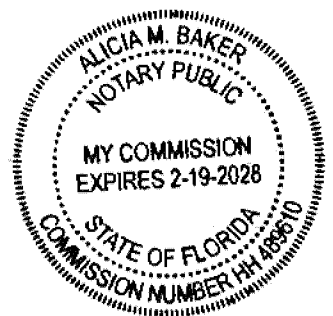
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 7th day of January, 2026, by
Robert T. Doyle, as President of OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is
☐ personally known to me or who has ☒ produced FL Driver's License as
identification.

NOTARY PUBLIC

Alicia Baker (Sign)
ALICIA BAKER (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC.

WITNESS 1:

Alicia Baker
(Sign)
ALICIA BAKER
(Print)
845 E. NEW HAVEN AVE.
(Post Office Address)
MELBOURNE, FL 32901
(City/State/Zip)

SECRETARY:

Attested: Christine M. Williams
(Sign)
Christine M. Williams
(Print)
200 6th Ave Unit A
(Post Office Address)
Melbourne Beach FL 32951
(City/State/Zip)

WITNESS 2:

Tonia Hewitt
(Sign)
Tonia Hewitt
(Print)
845 E. New Haven Ave.
(Post Office Address)
Melbourne FL 32901
(City/State/Zip)

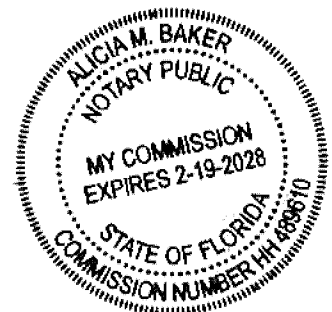
STATE OF FLORIDA
COUNTY OF BREVARD

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or ☐ online notarization, this 7th day of January, 2026, by
CHRISTINE M. WILLIAMS as Secretary of OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is
☐ personally known to me or who has ☒ produced FL DRIVERS LICENSE as
identification.

NOTARY PUBLIC

Alicia Baker (Sign)
ALICIA BAKER (Print)

State of Florida, At Large
My Commission Expires:



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RECORDED AND INDEXED
CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
OCEAN SURF OWNERS ASSOCIATION, INC.

THIS DECLARATION made on the date hereinafter set forth by
GEE-HO INVESTMENTS OF FLORIDA, INC., hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS Declarant is the owner of certain property in the County
of Brevard, State of Florida, which is more particularly described as:

Lots 15, 16, 17, 18, 19, 20, 21 and 22,
Block 27, WILCOX PLAT OF MELBOURNE BEACH,
according to the Plat thereof as recorded
in Plat Book 1, page 58, public records
of Brevard County, Florida.

WHEREAS, Declarant intends to borrow funds from a lending
institution with which to construct nineteen (19) townhouse dwellings on
the above-described property; and

WHEREAS each townhouse will be located on its own separate
parcel of real property and will be conveyed to Buyers in fee simple along
with ownership rights to the OCEAN SURF OWNERS ASSOCIATION, INC., a
Florida corporation; and

WHEREAS, the area containing said nineteen townhouses on the
above-described real property is hereinafter described as "OCEAN SURF
TOWNHOUSES", and a site plan of same is attached to this Declaration as
Exhibit "A",

NOW, THEREFORE, in consideration of the pending loans to be
made to Declarant for the construction of said townhouses and flats, and
in consideration of future purchase(s) of said townhouses, the Declarant
promises, covenants and agrees to the following:

EXHIBIT "A"

This instrument prepared by:
Juel Moss, Atty.
P.O. Box 370, Melbourne, Fla. 32901

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1. Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. The above-described real property will be developed in accordance with the site plan which is attached hereto as Exhibit "A".

3. Definitions:

a) "Association" shall mean and refer to OCEAN SURF OWNERS ASSOCIATION, INC., its successors and assigns.

b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

c) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Described on Exhibit "B" attached to and made a part of this Declaration

Plot plan of common area is attached hereto as Exhibit "C" and made a part of this Declaration.

In addition the common area shall include outside walkways, and easements through and above each individual lot and the dwelling thereon, for any conduits, pipes, plumbing, ducts, wiring and other facilities for the furnishing of utility service to the units; and shall

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further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all lots.

e) "Lot" shall mean and refer to the nineteen parcels of land shown upon the site plan attached hereto and made a part hereof with the exception of the Common Area.

f) "Declarant" shall mean and refer to GEE-NO INVESTMENTS OF FLORIDA, INC., their successors and assigns.

4. Property Rights:

Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to, and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations:

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

5. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

6. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, together with the right of ingress and egress in and upon said

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parking area. The Association shall permanently assign two parking spaces for each dwelling.

7. Membership Voting Rights.

a) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) on December 31, 1979,

8. Covenant For Maintenance Assessments.

a) Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest,

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costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

b) Purpose of Assessments. The general assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and exteriors of the homes situated upon the Properties, as well as maintenance of all landscaping whether same be within the Common Area or individual lot.

c) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual general assessment shall be \$ 35.00 per lot.

(i) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual general assessment may be increased each year not more than 5% above the maximum general assessment for the previous year without a vote of the membership.

(ii) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual general assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.

d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the

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Common Area, including fixtures and personal property relating thereto, or for the exteriors of each building located on individual lots; provided that any SUCH assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

9. Notice and Quorum for Any Action Authorized Under Sections 8(c) and 8(d).

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days, nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty days following the preceding meeting.

10. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots upon which the improvements have been completed and may be collected on a monthly basis.

It shall be understood, however, that both the annual and special assessment referred to in paragraphs 8(c) and 8(d) above shall be paid only by the Owners of the completed dwellings located on the real property described above, and such assessments shall be used uniformly only for the completed dwelling and the lots upon which each is located, as well as the common areas adjacent to said dwellings.

11. Date of Commencement of Annual Assessments: Due Dates:

The annual general assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual general assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual general assessment against each lot at least thirty (30) days in advance of each

and shall give notice of the annual general

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assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

12. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

13. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

14. Architectural Control: No building, fence, wall or other exterior structure or other type of landscape shall be commenced, erected, maintained, altered, destroyed, removed or relocated upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

The Architectural Control Committee shall be composed of three (3) members of the Board of Directors of Ocean Surf Owners Association, Inc., (a corporation not for profit), or three (3) owners

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appointed by the Board of Directors of said corporation not for profit who shall not necessarily be members of the Board of Directors. In the event of death of, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

The Declarant shall be exempt from the provisions of paragraph 14.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. Restrictions:

- a) No lot shall be used except for residential purposes.
- b) No structure of a temporary character, trailer, mobile home, camping trailer, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence either temporarily or permanently.
- c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
- d) Owners of each dwelling shall be permitted to have no more than two (2) four-legged pets, either a dog or cat, or both. No other pets shall be permitted, other than birds, such as canaries or parakeets, and fish, such as goldfish and tropical varieties. No pets of any kind shall be raised for commercial purposes.
- e) No dog or cat shall be permitted outside the owner's respective unit(s) unless on a leash not more than six (6) feet long. Pets shall only be walked in such areas as may be designated by the Board of Administration, and the individual owners shall be responsible for cleaning up after their respective pets.
- f) No owner shall leave a pet unattended or permit a pet to become a nuisance.
- g) No lot shall be used or maintained as a dumping

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except in sanitary containers within designated trash area(s) awaiting timely disposal off premises. All such disposal equipment shall be kept clean and in sanitary condition.

h) Easements for installation and maintenance of utilities drainage facilities are reserved. No structure, planting or other material shall be allowed to damage or interfere with the installation and maintenance of any such utilities or flow of drainage swales in the easements. The easement areas of each lot and all improvements in such easements shall be maintained continuously by the Association, except for those improvements for which a public utility or authority is responsible.

i) Inoperable automobiles, trucks, and other vehicles may not be stored on lots. Owners are prohibited from making major repairs on vehicles on any lot or adjacent streets.

j) No antennas shall be erected on any roof or exterior wall.

k) No owner may lease or rent his dwelling for a term of less than six months.

l) No dwelling shall be permitted on any lot at a cost of less than THIRTY THOUSAND AND NO/100 DOLLARS based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The living area of the structure shall be not less than fourteen hundred square feet.

16. Party Walls:

a) General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto.

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b) Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

c) Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d) Weatherproofing. Notwithstanding any other provision of this article, an Owner who by his neglect or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e) Right to Contribution Runs With Land: The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f) Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

17. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

18. Severability: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

DEED RECS 1730 PAGE 575

19. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded.

20. This document shall not be construed as a declaration of condominium.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has set its hand and seal this 6th day of May, A. D. 1977.

Witness:

GEE-NO INVESTMENTS OF FLORIDA, INC.

Theresa Korda
Shyles Eddy

By Armando Paniccia President

Attest: Eddie Paniccia Secretary

STATE OF FLORIDA }
COUNTY OF BREVARD } ss.

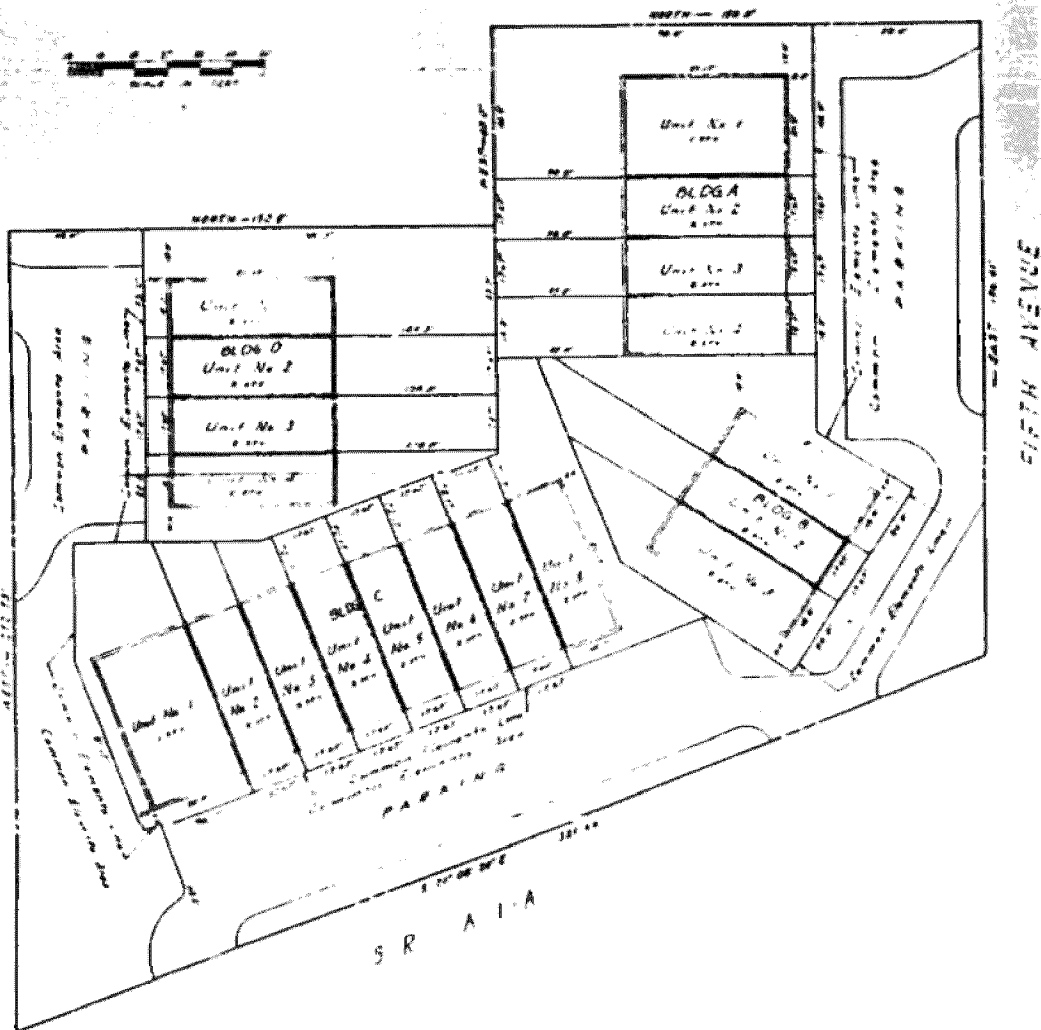
BEFORE ME personally appeared ARMANDO PANICCIA and EDDIE PANICCIA, to me well known, and known to me to be the individual(s) described in and who executed the foregoing instrument as President and Secretary of GEE-NO INVESTMENTS OF FLORIDA, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Notary Public

W. J. VAUGHN
JOEL S. MOSS
W. J. VAUGHN, JR.
ATTORNEYS AT LAW
2007 S. MELBOURNE CT
P. O. BOX 1370
MELBOURNE, FLORIDA
32901

My commission expires:

DEEDS 1739 PAGE 576



SITE PLAN - OCEAN SURF TOWNHOUSES

SCALE 1" = 100'

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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2179, 2180, 2

OFFICE RECS 1739 PAGE 577

GEE-NO INVESTMENTS OF FLA., INC.

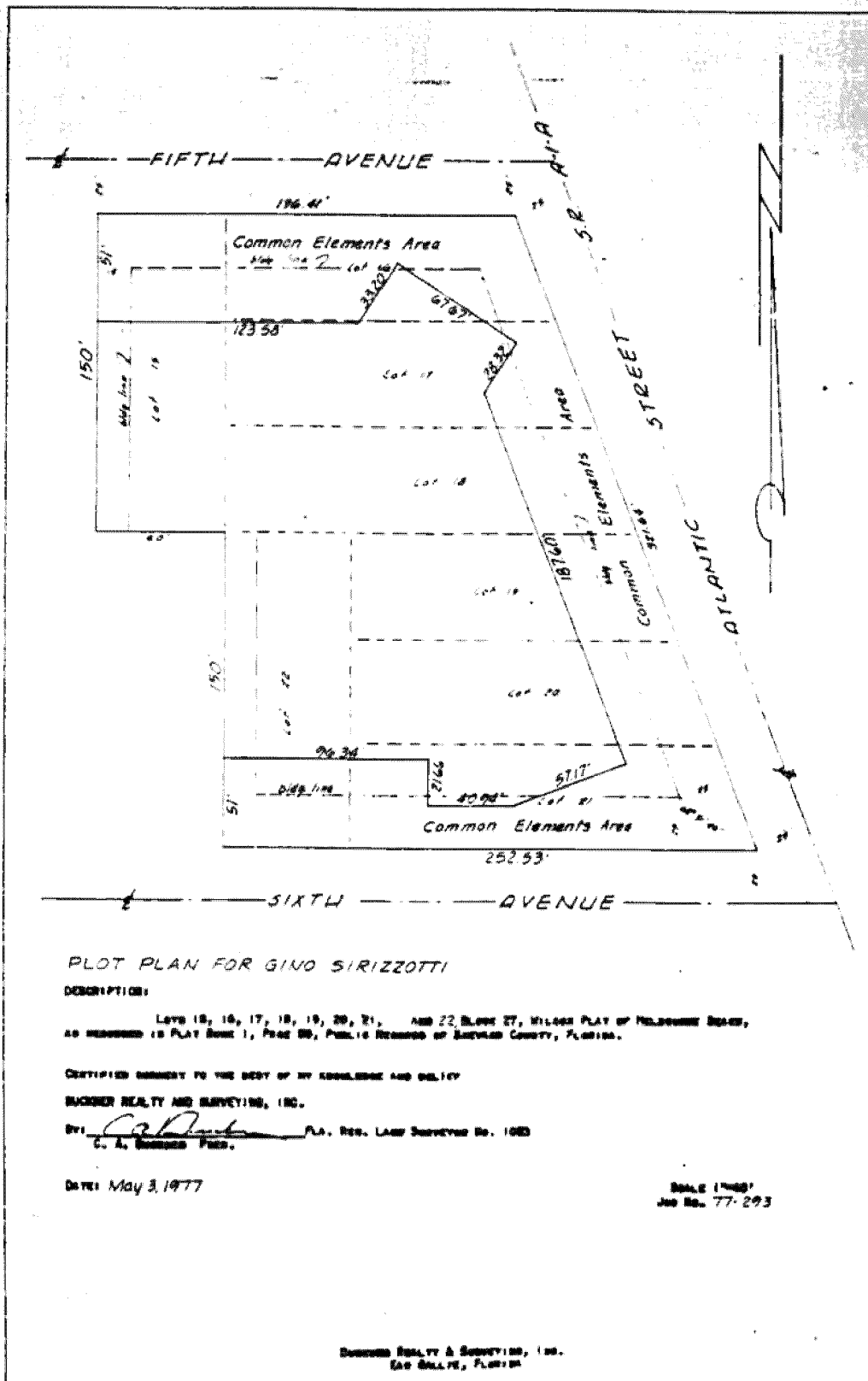
LEGAL DESCRIPTION OF COMMON ELEMENTS AREA

BEGINNING AT THE S.W. CORNER OF LOT 22, BLOCK 27, WILCOX PLAT OF MELBOURNE BEACH, AS RECORDED IN PLAT BOOK I, PAGE 58, PUBLIC RECORDS OF BREVARD COUNTY, FLA., THENCE NORTH ALONG THE WEST LINE OF SAID LOT 22 A DISTANCE OF 42 FT.; THENCE EAST 96.34 FT.; THENCE SOUTH 21.86 FT.; THENCE EAST 40.94 FT.; THENCE N. 68° 51' 40" E. 57.17 FT.; THENCE N. 21° 08' 20" W. 187.60 FT.; THENCE N. 33° 18' E. 26.32 FT.; THENCE N. 56° 42' W. 67.67 FT.; THENCE S. 33° 18' W. 33.20 FT.; THENCE WEST 123.58 FT. TO THE WEST LINE OF LOT 15, BLOCK 27; THENCE NORTH 51.0 FT. TO THE N.W. CORNER OF SAID LOT 15; THENCE EAST A DISTANCE OF 196.41 FT. TO THE N.E. CORNER OF LOT 16, BLOCK 27; THENCE S. 21° 08' 20" E. ALONG THE WESTERLY R/W LINE OF ATLANTIC STREET A DISTANCE OF 321.64 FT. TO THE S.E. CORNER OF LOT 21, BLOCK 27; THENCE WEST 252.53 FT. TO THE POINT OF BEGINNING.

PREPARED BY: BUCKNER REALTY & SURVEYING, INC.
MAY 3, 1977
JOB NO. 77-293

EXHIBIT "B"

OFFL RECS 1739 PAGE 578





CFN:2001070009 04-11-2001 09:46 am

OR Book/Page: 4321 / 1673

Prepared by, record and return to:
 A. Van Catterton, Jr., Esq.
 A. Van Catterton, Jr., P.A.
 Post Office Box 1598
 Melbourne, Florida 32902-1598



CFN:2001080543 04-24-2001 11:44 am

OR Book/Page: 4329 / 1652

AMENDMENTTO**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 3	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSOFOCEAN SURF OWNERS ASSOCIATION, INC.

Pursuant to Paragraph 19 of the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., recorded at Official Record Book 1739, Page 565, et seq., and as amended, Public Records of Brevard County, Florida, ("Declaration"), the undersigned, representing not less than seventy-five (75%) percent of the owners of lots in Ocean Surf Townhouses, hereby certifies that the Declaration is amended as follows:

 RE-RECORDED TO ATTACH
 COMPOSITE EXHIBIT "A"

New language underlined. ~~Deleted language hyphenated.~~

1. TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and
 Restrictions of Ocean Surf Homeowners'
 Association, Inc.

2. WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its
 own separate parcel of real property and will
 be conveyed to Buyers in fee simple along with
 ownership rights to the OCEAN SURF HOMEOWNERS'
 ASSOCIATION, INC., a Florida corporation; and

3. PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN
 SURF HOMEOWNERS' ASSOCIATION, INC., its

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 17	#Names: 23	
Trust: 9.00	Rec: 88.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

 33
 19



CFN:2001080543

OR Book/Page: 4329 / 1653

successors and assigns.

4. INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

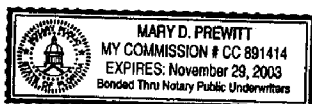
The undersigned hereby certifies that at least fifteen Lot Owners, being not less than seventy-five (75%) percent of the Lot Owners in Ocean Surf Townhouses, whose signatures are attached hereto as Composite Exhibit A, did approve the foregoing Amendments to the Declaration in the manner prescribed therein. Except as set forth above, the Declaration is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 4-4-01 day of _____, 2001.

OCEAN SURF HOMEOWNERS' ASSOCIATION, INC.,
as successor in interest to Ocean Surf
Owners' Association, Inc.

By: Donald E. Wasser
Donald Wasser, President

(CORPORATE SEAL)



ATTEST:

Elayne Ritter
Elayne Ritter, Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)



CFN:2001070009

OR Book/Page: 4321 / 1674

The foregoing instrument was signed and acknowledged before me this 4th day of April, 2001, by Donald Wasser, as President of Ocean Surf Homeowners' Association, Inc., and by Elayne Ritter, as Secretary of Ocean Surf Homeowners' Association, Inc., who are personally known to me or who produced FL DL Lic W260-185-32-179-0/Donald Wasser and R360 203-28-882-0 respectively, as identification. exp. 10-22-06 Ritter
exp. 5-19-2005

Mary D. Prewitt
NOTARY PUBLIC, State of Florida

Mary D. Prewitt
Print Name

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot MELBOURNE BCH. FL. 1500 B in 32951 Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3/15/01



CFN:2001080543

OR Book/Page: 4329 / 1654

"Lot Owner(s)"

Geri L. Boyes
Signature

Geri L. Boyes
Print Name

Signature

Print Name

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENTATLANTIC ST
MELBOURNE BEACH, FL 32951

The undersigned, being the Owner(s) of Lot 1500 D in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3/15/01

"Lot Owner(s)"

Thomas F. Maloney
Signature

THOMAS F. MALONEY
Print Name



CFN:2001080543

OR Book/Page: 4329 / 1655

Signature

Print Name

Composite Exhibit "A"

1400 ATLANTIC
ST
Melbourne, FL
32951

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot _____ in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3/20/01

"Lot Owner(s)"

Karen E Molloy
Signature

KAREN MOLLOY
Print Name

Signature

Print Name



CFN:2001080543

OR Book/Page: 4329 / 1656

Composite Exhibit "A"

1500. Atlantic Street #C
 Melbourne Beach
 FL 32957.

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot 1500 #C, in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3-24-01.

"Lot Owner(s)"

Philomena Irwin
 Signature

Philomena Irwin
 Print Name

 Signature

 Print Name



CFN:2001080543

OR Book/Page: 4329 / 1657

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT5TH AVE MELBOURNE BOA.
FL. 32951

The undersigned, being the Owner(s) of Lot 201F in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date:

Mar. 23, 2001

"Lot Owner(s)"

Signature

JOHN F. BATES

Print Name

Date:

Mar 23, 2001

Signature

DOUGLAS A. XAVIERSON

Print Name



CFN:2001080543

OR Book/Page: 4329 / 1658

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot 1500 F. ATLANTA ST. in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3/25/01

"Lot Owner(s)"

James A. Fain
Signature

JAMES A. FAIR
Print Name

Signature

Print Name



CFN:2001080543

OR Book/Page: **4329 / 1659**

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT

MELBOURNE Bch FL 32951

The undersigned, being the Owner(s) of Lot 201C in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

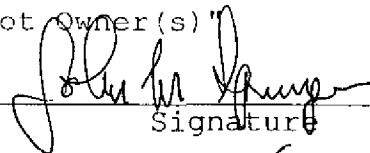
PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3-15/01

"Lot Owner(s)"



Signature

JOHN M SPRINGER

Print Name

Date: 3-15/01


Signature

DOROTHY SPRINGER

Print Name



CFN:2001080543

OR Book/Page: 4329 / 1660

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT

MELBOURNE B&H, FL. 32951

The undersigned, being the Owner(s) of Lot 2015TH AVE. #E in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

"Lot Owner(s)"

Date: 3-15-01

Donald E. Wasser
Signature

DONALD E. WASSER
Print Name

Date: 3/15/2001

Nancy C. Wasser
Signature

Nancy C. WASSER
Print Name



CFN:2001080543

OR Book/Page: 4329 / 1661

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT201 5TH AVE
MELBOURNE BCH. FL.
32951

The undersigned, being the Owner(s) of Lot _____ in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

"Lot Owner(s)"

Date: 3-21-01

Harold Ritter
Signature

HAROLD RITTER
Print Name

Date: 3-21-01

Elayne C. Ritter
Signature

ELAYNE C. RITTER
Print Name



CFN:2001080543

OR Book/Page: 4329 / 1662

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot 201-A in 5TH AVE MELBOURNE B&A, FL, 32951 Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3/20/01

"Lot Owner(s)"

Joseph A. Dallas
Signature

Joseph A. Dallas
Print Name

Date: 3/20/01

Elizabeth Jo Dallas
Signature

Elizabeth Jo Dallas
Print Name



CFN:2001080543

OR Book/Page: 4329 / 1663

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT201 5TH AVE
MELBOURNE BOAT FL. 32951

The undersigned, being the Owner(s) of Lot _____ in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3-17-01

"Lot Owner(s)"

Bernard McCudden
Signature

Bernard McCudden
Print Name

Date: 3-17-01

Diane McCudden
Signature

Diane McCudden
Print Name



CFN:2001080543

OR Book/Page: 4329 / 1664

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot 200 Sixth Ave
Ocean Surf Townhouses, hereby approves the following Amendments to
the Declaration of Covenants, Conditions and Restrictions of Ocean
Surf Owners Association, Inc., as set forth in the foregoing
instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants,
Conditions and Restrictions of Ocean Surf Owners Association,
Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean
Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one
shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate
parcel of real property and will be conveyed to Buyers in fee
simple along with ownership rights to the OCEAN SURF HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF
HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf
Homeowners' Association, Inc., replace Ocean Surf Owners
Association, Inc., a dissolved Florida not for profit corporation,
and serve in all respects as the not for profit corporation
responsible for the operation of Ocean Surf Townhouses as set forth
in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3/25/01

"Lot Owner(s)"

Carol Mellonvi

Signature

Carol Mellonvi

Print Name



CFN:2001080543

OR Book/Page: 4329 / 1665

Signature

Print Name

Composite Exhibit "A"

200C 6th AVE
MELBOURNE BEACH, FL

LOT OWNER'S APPROVAL OF AMENDMENT

PART OF LOT 22 BLK 27
ORB 1936 P 612 (UNIT 1, BLDG. D)

The undersigned, being the Owner(s) of Lot in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

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INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: March 17, 2001

"Lot Owner(s)"

Whitworth W. Cotten

Whitworth W. Cotten
451 Alberta Drive
Winter Park
Florida 32789

Date: 3/17/01

Martha D. Cotten
Signature

Martha D. Cotten
Print Name
451 Alberta Drive
Winter Park
Florida 32789-3905

Composite Exhibit "A"



CFN:2001080543

OR Book/Page: 4329 / 1666

LOT OWNER'S APPROVAL OF AMENDMENT

The undersigned, being the Owner(s) of Lot Unit 2 Bldg D Lot 22 in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

Date: 3-19-01

"Lot Owner(s)"

James F. Savona
Signature

JAMES F. SAVONA

Print Name

Signature

Print Name



CFN:2001080543

OR Book/Page: 4329 / 1667

Composite Exhibit "A"

LOT OWNER'S APPROVAL OF AMENDMENT

MELBOURNE BCH. FL 32951

The undersigned, being the Owner(s) of Lot 200A in Ocean Surf Townhouses, hereby approves the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc., as set forth in the foregoing instrument to which this approval is attached.

TITLE: The title on page one, "Declaration of Covenants, Conditions and Restrictions of Ocean Surf Owners Association, Inc.", shall be revised as follows:

Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners' Association, Inc.

WHEREAS clause: The third (3rd) "Whereas" clause on page one shall be revised as follows:

WHEREAS each townhouse shall be located on its own separate parcel of real property and will be conveyed to Buyers in fee simple along with ownership rights to the OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., a Florida corporation; and

PARAGRAPH 3(a): Paragraph 3(a) shall be revised as follows:

a) "Association" shall mean and refer to OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

INTENT: It is the intent of this amendment that Ocean Surf Homeowners' Association, Inc., replace Ocean Surf Owners Association, Inc., a dissolved Florida not for profit corporation, and serve in all respects as the not for profit corporation responsible for the operation of Ocean Surf Townhouses as set forth in the Declaration and in Chapter 720, Florida Statutes (2000).

"Lot Owner(s)"

Date: 3-24-01

Signature

Print Name

Date: 3-24-01

Signature

Print Name



CFN:2001080543

OR Book/Page: 4329 / 1668

Composite Exhibit "A"

Prepared by and Return to:
James Savona, President
Ocean Surf Homeowners
Association, Inc.
P.O. Box 510785
Melbourne Beach, Florida 32951

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
OCEAN SURF HOMEOWNERS ASSOCIATION, INC.

Pursuant to Paragraph 19 of the Declaration of Covenants, Conditions and Restrictions of Ocean Surf Homeowners Association, Inc., recorded in Official Records Book 1739, Page 565, et seq., and as amended, Public Records of Brevard County, Florida, ("Declaration"), the undersigned, representing not less than seventy-five (75%) of the owners of lots in Ocean Surf Townhouses, hereby certifies that the Declaration is amended as follows:

New language underlined.

~~Deleted language crossed out~~

Paragraph 8 (b) which currently reads:

Purpose of the Assessments. The general assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and ~~exteriors of the homes situated upon the properties~~, as well as maintenance of all landscaping ~~whether same be within the Common Area or individual lot.~~

Paragraph 8 (b) shall now read:

Purpose of the Assessments. The general assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area as well as

maintenance of all landscaping within the Common Areas.

The undersigned hereby certifies that at least eighteen (18) Lot owners, being not less than seventy-five (75%) percent of the Lot owners in Ocean Surf Townhouses, did approve the foregoing Amendment to the Declaration in the manner prescribed therein. Except as set forth above, the Declaration is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has set it hand and seal this 14th day of February, 2011.

OCEAN SURF HOMEOWNERS ASSOCIATION, INC.

By: James Savona
James Savona, President
(Corporate Seal)

ATTEST:

Jim Jamerson
Jim Jamerson, Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was signed and acknowledged before me this 14th day of February, 2011 by James Savona, as President of Ocean Surf Homeowners Association, Inc. and by Jim Jamerson, Secretary of Ocean Surf Homeowners Association, Inc. who are personally known to me.

Gayle J. Blankenberg
NOTARY PUBLIC, State of Florida

(Seal)



GAYLE J. BLANKENBERG
MY COMMISSION # DD 755012
EXPIRES: March 13, 2012
Bonded Thru Budget Notary Services

CFN 2014085580, OR BK 7115 Page 2095, Recorded 04/30/2014 at 02:53 PM, Scott Ellis, Clerk of Courts, Brevard County

Prepared by, record and return to:
Donald Wasser, President
Ocean Surf Homeowners Association, Inc.
P.O. Box 510172
Melbourne Beach, Florida 32951

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
OCEAN SURF HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Paragraph 19 of the Declaration of Covenants, Conditions and Restriction of Ocean Surf Homeowners Association, Inc., recorded in Official Records Book 1730, Page 565, et seq., and as amended, Public Records of Brevard County, Florida, ("Declaration"), the undersigned, representing ~~not less than sixty (60%)~~ of the owners of lots in Ocean Surf Homeowners Association, Inc., hereby certifies that the Declaration is amended as follows:

New language underlined

~~Deleted language crossed through~~

Paragraph 9 which currently reads:

At the first such meeting called, the presence of members or of proxies entitled to cast ~~sixty (60%)~~ percent of all of the votes of each class of membership shall constitute a quorum.

Paragraph 9 now shall read:

At the first such meeting called, the presence of members or of proxies entitled to cast thirty (30%) percent of all of the votes of each class of membership shall constitute a quorum.

The undersigned hereby certifies that there were fifteen (15) lot owners in Ocean Surf Homeowners Association, Inc. that did approve the foregoing Amendment to the Declaration in the manner prescribed therein. Except as set forth above, the Declaration is hereby ratified and conformed in all respects.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 28th day of April, 2014.

OCEAN SURF HOMEOWNERS ASSOCIATION, INC.

By: Donald C. Wasser
Donald Wasser, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was signed before me this 28th day of April, 2014 by Donald Wasser as President of Ocean Surf Homeowners Association, Inc., who is personally known to me.

Gayle J. Blankenberg
NOTARY PUBLIC, State of Florida

(Seal)

GAYLE J. BLANKENBERG
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE165941
MY COMMISSION EXPIRES MARCH 13, 2016

ARTICLES OF INCORPORATION
OF
OCEAN SURF HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
01 MAR -8 AM 10:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

The name of the corporation is OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

The address for the initial principal office of the Association is 1990 West New Haven Avenue, Suite 104, Melbourne, Florida 32904. The mailing address for the Association is Post Office Box 510785, Melbourne Beach, Florida 32951.

ARTICLE III

Purpose and Powers of the Association: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which the Association is formed is to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain trace of property described as:

Lots 15, 16, 17, 18, 19, 20, 21 and 22, Block 27, WILCOX PLAT OF MELBOURNE BEACH, according to the Plat thereof as recorded in Plat Book 1, page 58, public records of Brevard County, Florida,

And to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association for this purpose to:

a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded in Official Records Book 1739, page 565, of the Public Records of Brevard County, Florida, and as amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b) Fix, levy, collect and enforce payment by any lawful means, all charges and

assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

g) Have and to exercise any and all powers, rights and privileges, which a corporation organized under Chapters 617 and 720, Florida Statutes, may now or hereafter have or exercise.

ARTICLE IV

Board of Directors: A Board of Directors of at least three (3), who must be members of the Association, shall manage the affairs of this Association. Members of the Board of Directors shall also serve as, and hold the titles of, President, Vice President and Secretary/Treasurer and Assistant Secretary/Treasurer of the Association. The number of directors, and therefore the number and titles of other officers, may be changed by amendment of the By-Laws of the Association.

At the first annual meeting, the members will elect or re-elect all members of the Board of Directors and thus the Officers; the Directors/Officers will be elected or re-elected at each annual meeting thereafter, or as provided in the By-Laws.

ARTICLE V

The names and address of the persons who are to act in the capacity of

Directors/Officers until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
Donald Wasser	201E Fifth Avenue, Melbourne Beach, Florida 32951	President
Karen Malloy	1500 Atlantic Street, Melbourne Beach, Florida 32951	V.P.
Elayne Ritter	201B Fifth Avenue, Melbourne Beach, Florida 32951	Sec/Tr.
Dorothy Springer	201C Fifth Avenue, Melbourne Beach, Florida 32951	Asst. Sec/Tr.

ARTICLE VI

A. Van Catterton, Jr., whose address is 1990 West New Haven Avenue, Suite 104, Melbourne, Florida 32904, is hereby appointed the initial registered agent of the Corporation and the registered office shall be at said address.

ARTICLE VII

The names and addresses of the incorporators are:

Donald Wasser, 201E Fifth Avenue, Melbourne Beach, Florida 32951

Karen Malloy, 1500 Atlantic Street, Melbourne Beach, Florida 32951

Elayne Ritter, 201B Fifth Avenue, Melbourne Beach, Florida 32951

Dorothy Springer, 201C Fifth Avenue, Melbourne Beach, Florida 32951

ARTICLE VIII

Membership: Every person or entity who is a record owner of a fee or divided fee interest in any lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association.

ARTICLE IX

Voting Rights: The Association shall have one class of voting membership. Voting members shall be all Owners and said members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be

members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE X

The By-Laws may not be rescinded, amended or changed with the consent of seventy-five (75%) percent of the total membership of the Association.

ARTICLE XI

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

The corporation shall exist perpetually.

ARTICLE XIII

Amendments: Amendments to these articles shall require the assent of seventy-five (75%) of the entire membership.

ARTICLE XIV

The Association shall indemnify every officer, director, committee member, employee, incorporator and subscriber of the Association against any and all costs and expenses, including reasonable attorney's and paralegal's fees, reasonably incurred by or imposed upon such officer, director, committee member, employee, incorporator or subscriber in connection with any action, suit, or other proceeding, or appeal therefrom (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member, employee, incorporator or subscriber of the Association, whether before or after incorporation. Such officers, directors, committee members, employees, incorporators and subscribers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such contract or commitment may specifically provide otherwise), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and

all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, employee, subscriber or incorporator, or former officer, director, committee member or employee, may be entitled. The Association may, but shall not be obligated to, maintain adequate general liability and officers, and directors, liability insurance to fund this obligation, if such insurance is reasonably available.

IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed on the dates set forth below.

Donald Wasser
Donald Wasser

Date: 2-22-01

Elayne C. Ritter
Elayne Ritter

Date: 2/22/01

Karen Malloy
Karen Malloy

Date: 2/22/01

Dorothy Springer
Dorothy Springer

Date: 2/23/01

CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

Ocean Surf Homeowners' Association, Inc., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 1990 West New Haven Avenue, Suite 104, Melbourne, Florida 32904, has named A. Van Catterton, Jr., Esq., located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



A. Van Catterton, Jr., Esq.
Registered Agent

Date: 2/26/01

FILED
01 MAR -8 AM 10:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4/17

BYLAWS OF
OCEAN SURF HOMEOWNERS' ASSOCIATION, INC.

Article I

Name, Principal Office, Definitions

Section 1. Name. The name of the Association shall be OCEAN SURF HOMEOWNERS' ASSOCIATION, INC. ("Association").

Section 2: Principal Office. The principal office of the Association in the State of Florida shall be located in Melbourne Beach, Brevard County.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions ("Declaration"), and Articles of Incorporation of the Association, as amended from time to time, unless the context shall otherwise require. The following terms shall also apply herein:

a) Majority. As used in these Bylaws, the term "majority" shall mean those votes totaling more than fifty percent (50%) of the total number of voting interests present and voting at a duly held meeting at which a quorum has been established, except where a greater number or percentage, or a different group against which the percentage is measured, may otherwise be specifically required herein.

b) Quorum. Except as otherwise provided in these Bylaws, the presence of thirty (30%) percent of the Owners shall constitute a quorum of the Membership at all meetings of the Association. For the purpose of establishing a quorum, proxies shall be included.

c) Board of Directors. The term "Board of Directors" or "Board" shall refer to the board of directors of the Association.

d) Director. The term "director" shall refer to a member of the Board of Directors.

e) Voting. As to the Board of Directors, each director shall be entitled to one vote. As to the members of the Association, the Owner(s) of each Lot, whether owned by individual or multiple persons, shall be entitled to one vote. The term "voting interest(s)" shall mean and refer to the voting rights provided in these Bylaws and the other Association Documents.

Article II

Membership, Meeting, Quorum, Voting

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot in the Subdivision, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

A member shall be entitled to cast one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the multiple Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Subdivision or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings of the Association shall be held on a date and at a time scheduled by the Board of Directors.

Section 4. Special Meetings. Special meetings of the Association may be called by or at the direction of the President or by a majority of the members of the Board of Directors. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by a petition signed by Members representing at least one-third (1/3) of the total votes of the Membership. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Advance written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, by or at the direction of the President or directors or Members calling the meeting, a minimum of ten (10) calendar days in advance except in an emergency situation. The purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when postmarked in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid, certified mail, return

receipt requested. If personally delivered, the notice shall be deemed to be delivered when personally delivered to the Member.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date and place thereof and of the business transacted thereat, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order, or in the case where the business transacted thereat is required to be contained in the notice, such Member specifically objects to proper notice before such business is put to a vote.

Section 7. Proxies. A Member may authorize and designate, by name or by office, another Member, Director or Officer of the Association to act for him by proxy. Such proxy must be executed by the Member or his attorney in fact. No proxy shall be valid after the expiration of ninety (90) days from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of members. Each proxy shall include the power of substitution unless otherwise stated thereon.

Section 8. Conduct of Meetings. The President, or in his absence the Vice President, or their respective designates, shall preside over all meetings of the Association, and the Secretary or the Secretary's designate shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 9. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the voting interests of the Association's membership. Any such consent shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. The directors shall be elected from among and by the Members of the Association.

Section 2. Number of Directors. The Board of Directors shall be comprised of three members. The number of directors on the Board of Directors may be increased or decreased by amendment of these Bylaws upon approval of a majority of the entire Membership, provided that there shall always be an odd number of directors, and provided further that the number of directors shall never be less than three.

Section 3. Nomination of Directors. Candidates for positions on the Board of Directors may be nominated by any Owner, including the nominee. An Owner may nominate himself or any other person as a candidate for the Board at the meeting at which the election is to be held. To the extent not inconsistent with Chapter 720, Florida Statutes, the Association may permit voting by mail or by proxy or a combination of the two.

Section 4. Election and Term of Office. The election of directors shall be held at the Annual Meeting. Each director shall serve for a term of one year, and until his successor is elected or appointed. At any election of directors by Members, the candidates receiving the largest number of votes shall be elected to fill the positions for which the election is held. Directors may be elected to serve any number of consecutive terms.

Section 5. Removal of Directors and Vacancies. A director may be removed, with or without cause, by two-thirds (2/3) of the total Membership. Any director whose removal is sought shall be given thirty days' written notice prior to any vote being taken for that purpose. At such time as the director is removed by the Membership as set forth herein, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board of Directors, and it may appoint a successor. Any director so appointed by the Board of Directors shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

Section 6. Meetings. Meetings of the Board of Directors shall be held when called by or at the direction of the

President or by a majority of the directors on the Board. The Board of Directors shall hold an organizational meeting following the Annual Meeting for the purpose of electing Officers. The notice of any Board meeting shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram or facsimile, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least three (3) days before the time set for the meeting. Notices given by personal delivery, telephone, telecopy or telegraph shall be delivered, telephoned, faxed or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting.

Section 7. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without objecting before or at its commencement about the lack of adequate notice.

Section 8. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present may reschedule the meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 9. Compensation. No director shall receive any compensation from the Association for acting as such. However, the Association may reimburse a director or officer for reasonable expenditures which, in the discretion of the Board, have been

properly made by the director or officer on behalf of the Association.

Section 10. Conduct of Meetings. The ranking officer present shall preside over all meetings of the Board of Directors, and the Secretary or designate shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in and the Members attending the meeting are able through telephone connection to hear and to be heard.

Section 11. Open Meetings. All meetings of the Board of Directors shall be open to all Members.

C. Powers and Duties.

Section 13. Powers. The Board of Directors have been entrusted by the Membership to be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and may do all acts and things as provided by law as are not by the Declaration, Articles or these Bylaws directed to be done and exercised exclusively by the Membership.

Except as otherwise set forth in the Declaration, Articles or these Bylaws, the Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of any and all property and assets of the Association; the establishment, levy, imposition, enforcement and collection of any and all assessments; the promotion and advancement of the general interests of the Members of the Association; all as more particularly provided in the Declaration, Articles and these Bylaws.

In addition to the duties imposed by the Declaration, Articles and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the assessments of each Member, subject to approval of the Membership as set forth in the Declaration;

(b) establishing the period, if any, of the installment payments of assessments;

(c) providing for the operation, care, upkeep, and maintenance of all of the common area and assets of the Association;

(d) designating, hiring and dismissing the personnel necessary for the operation, repair and replacement of the Association's property and assets, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending reasonable rules and regulations, subject to approval by a majority of the membership;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the property and assets of the Association in accordance with these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as determined to be appropriate by the Board of Directors, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to Members, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any property or assets of the Association, current copies of the Declaration, Articles of Incorporation, Bylaws, rules and regulations governing the Association, and all other books, records, and financial statements of the Association;

(n) entering into contracts or performing other rights, obligations or duties of the Association.

Section 14. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the directors, officers or employees of the Association from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association;

(e) an annual report consisting of at least the following shall be made available upon request to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.

Section 15. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of the purchase, lease, maintenance, repair or restoration of the common area and assets of the Association, and for other purposes; provided, the Board of Directors shall obtain the approval of Members representing two thirds (2/3) of the total votes of the Association in the event that the total cumulative proposed borrowing for the fiscal year exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, the Articles or these Bylaws, no mortgage lien or security interest shall be placed on any portion of the common area and assets of the Association owned by the Association without the affirmative vote or written consent, or any combination thereof, of at least two-thirds of the total votes of the Membership.

Section 16. Rights of the Association. With respect to the common area and assets of the Association or other areas of responsibility of the Association, and in accordance with the Declaration, Articles and these Bylaws, the Board of Directors on behalf of the Association shall have the right to contract with any person or entity for the performance of various duties and

functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the Association to enter into management, operational or other agreements with individuals, corporations, trusts, or other entities or associations.

Section 17. Enforcement. The Board of Directors shall have the power, pursuant to Section 720.305, Florida Statutes (2000), to impose reasonable fines and to suspend the Member's right to use the property and assets of the Association and right to vote for violation of any duty imposed upon such Member under the Declaration, the Articles or these Bylaws. The failure of the Board of Directors to enforce any provision of the Declaration, Articles, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

Section 18. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Articles, these Bylaws, or the rules and regulations of the Association by self-help (where permitted by law) or by suit at law or in equity to enjoin any violation, to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' and paralegals' fees incurred by the Association, whether suit be brought or not, and including those incurred on appeal, if any.

Article IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and shall be elected from among the Board of Directors. The Board of Directors may appoint such other officers from among Members who are not directors, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at its organizational meeting following the Annual Meeting of the Association. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors with or without cause.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association, and the Vice President shall serve in the President's absence or incapacity. The Secretary shall record the actions taken at meetings of the Board of Directors and of the Association, and shall be the custodian of the corporate records of the Association. The Treasurer shall maintain in good order the financial records of the Association, and shall have primary responsibility for the preparation of the budget as provided for herein; provided, however, the Treasurer may request that the Board of Directors delegate all or part of the preparation and notification duties to a finance or other committee of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be provided for in these Bylaws, the Declaration or Articles or designated by a resolution adopted by a majority of the directors of the Board of Directors. Such committees shall perform such duties and have such powers as may be provided in the Declaration, the Articles, these Bylaws or the resolution of the Board of Directors. Each committee shall operate in accordance with the terms related thereto, the rules adopted by the Board of Directors and the terms and provisions of the Declaration, the Articles and these Bylaws.

Article VI

Indemnification

The Association shall indemnify every officer, director, committee member, employee, incorporator and subscriber of the Association against any and all costs and expenses, including reasonable attorney's and paralegal's fees, reasonably incurred by or imposed upon such officer, director, committee member, employee, incorporator or subscriber in connection with any action, suit, or other proceeding, or appeal therefrom (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member, employee, incorporator or subscriber of the Association, whether before or after incorporation. Such officers, directors, committee members, employees, incorporators and subscribers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such contract or commitment may specifically provide otherwise), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, employee, subscriber or incorporator, or former officer, director, committee member or employee, may be entitled. The Association may, in its discretion, maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

Article VII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Conflicts. If there are conflicts between the provisions of Florida law, the Declaration, the Articles and these Bylaws, then the provisions of Florida law, the Declaration, the Articles and the Bylaws (in that order) shall prevail.

Section 3. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, Articles, Bylaws, Membership register, books of account, and minutes of meetings of the Members, the Board of Directors, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a Member

or Mortgagee, at the office of the Association or at such other place within Brevard County as the Board of Directors shall prescribe.

(b) Rules for Inspection. The Board of Directors may establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the reasonable expense of the Association.

Section 5. Amendment. These Bylaws may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person, by proxy or by written consent, or any combination thereof) of at least three-fourths of the total Membership. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

IN WITNESS WHEREOF, the undersigned certifies that the Members of OCEAN SURF HOMEOWNERS' ASSOCIATION, INC., have properly adopted these Bylaws as of the 8TH day of March, 2001.

OCEAN SURF HOMEOWNERS' ASSOCIATION, INC.

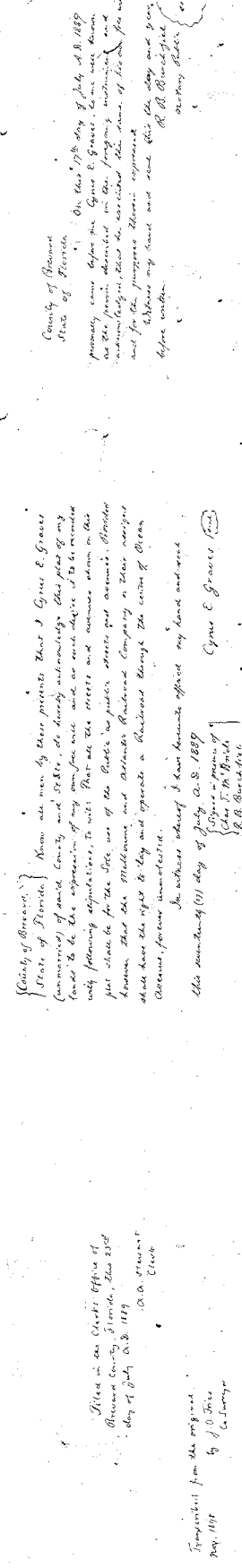
By Ronald E. Hassen, President

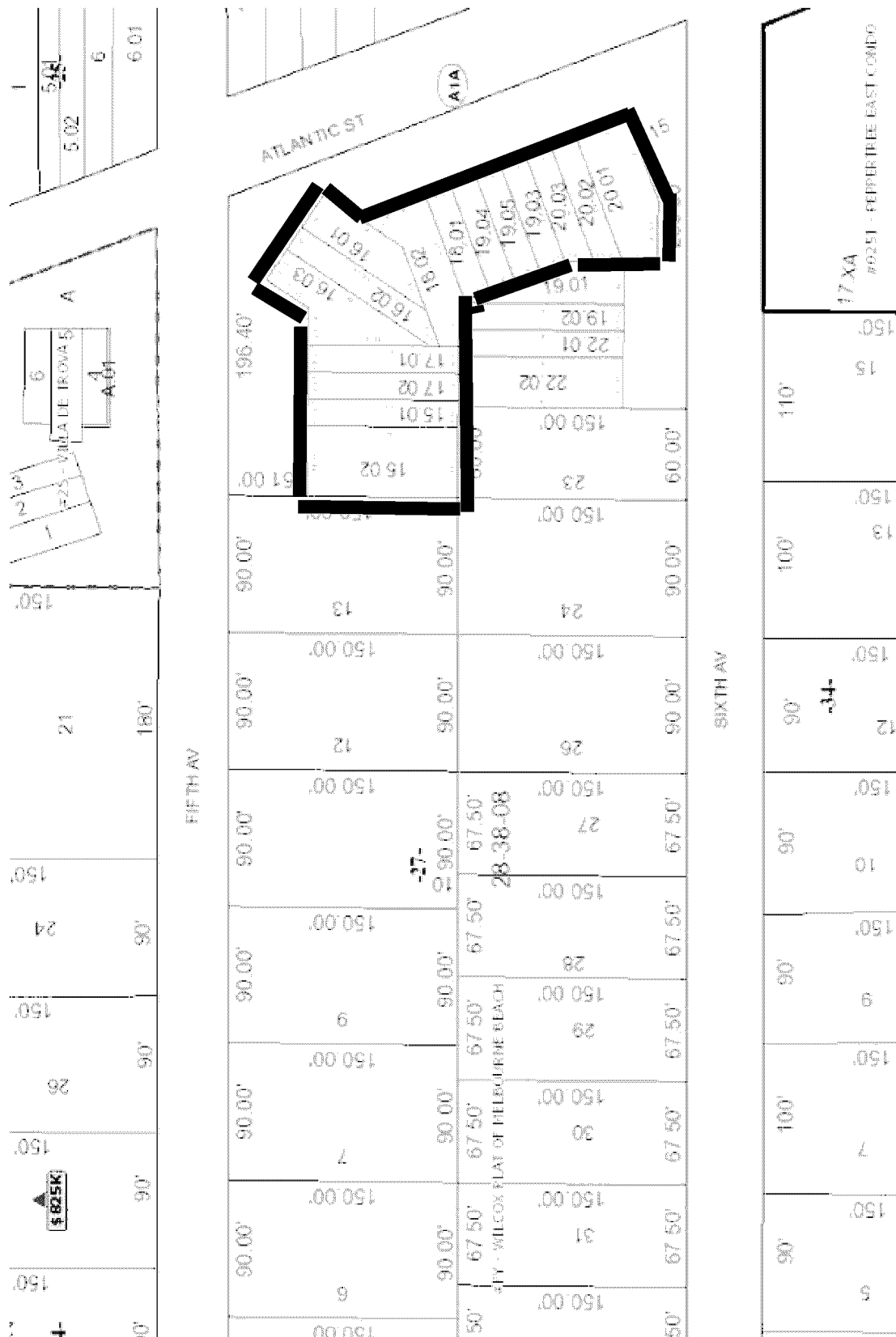
ATTEST:

Wayne C. Ritten, Secretary

(CORPORATE SEAL)

EXHIBIT "D"





**LIST OF ALL PARCEL OWNERS AND LEGAL DESCRIPTIONS
FOR EACH PARCEL TO BE SUBJECT TO THE REVIVED DECLARATION**

Parcel Identification Number: 28-38-08-FY-27-15.01

Property Address: 201 Fifth Ave Unit E, Melbourne Beach, FL 32951

Owner Name(s): Kathryn A Broderick

Legal Description:

Lot 2-A, Ocean Surf Townhouses, from the Southwest corner of Lot 15, Block 27, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, Page 58, of the Public Records of Brevard County, Florida, run East along the South Line of said Lot 15 and extension thereof, a distance of 46.0 feet to the Point of Beginning of the herein described parcel; thence continue East, 17.67 feet; thence Northerly parallel with the West Line of said Lot 15, a distance of 99 feet; thence West, 17.67 feet; thence Southerly 99 feet to Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-15.02

Property Address: 201 Fifth Ave Unit F, Melbourne Beach, FL 32951

Owner Name(s): Michael J Burr; Paula K Burr

Legal Description:

Unit 1, Building A: Beginning at the Southwest corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida; thence East along, the South line of said Lot 15, a distance of 46.0 feet; thence Northerly parallel with the West line of said Lot 15, a distance 99.0 feet; thence West 46.0 feet to the West line of said Lot 15; thence Southerly 99.0 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-16.01

Property Address: 201 Fifth Avenue, Melbourne Beach, FL 32951

Owner Name(s): Jennings L Rhodes

Legal Description:

Unit 3, Building B, OCEAN SURF TOWNHOUSES, more particularly described as follows: From the Northwest corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run South along the West line of said Lot 15, a distance of 51 feet, thence East 123.58 feet, thence North 33 degrees 18' East 33.20 feet, thence South 56 degrees 42' East, 41.67 feet to the Point of Beginning of the herein described parcel; thence continue South 56 degrees 42' East, 26 feet; thence South 33 degrees 18' West 61.99 feet; thence South 68 degrees 51'40" West 44.71 feet; thence North 33 degrees 18' East 98.36 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-16.02

Property Address: 201 Fifth Avenue Unit A, Melbourne Beach, FL 32951 (Unit 2B)

Owner Name(s): Elizabeth Jo Dallas; Laura Nash

Legal Description:

Unit 2, Building B, From the N.W. corner of Lot 15, Block 27, Wilcox Plat O. Melbourne Beach, as recorded in Plat Book 1, page 58, public records of Brevard County Florida, run South along the west line of said lot 15, a distance of 51 feet; thence East 123.58 feet; thence North 33°18' East 33.20 feet; thence south 56°42' East 24 feet to the point of beginning of the herein described parcel; thence continue south 56°42' East 17.67 feet; thence South 33°18' West 98.36 feet; thence South 68°51'40 West 24. 98 feet; thence North 5.73 feet; thence North 33°18' East 113.89 feet to the Point of Beginning. This conveyance being subject to that certain Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 1739, Page 565, Public Records of Brevard County Florida. Subject to restrictions, reservations and easements of record.

Parcel Identification Number: 28-38-08-FY-27-16.03

Property Address: 201 Fifth Avenue Unit B, Melbourne Beach, FL 32951

Owner Name(s): Michael N Johnson

Legal Description:

UNIT 1, BUILDING B. From the Northwest corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run South Along the west line of said Lot 15, a distance of 51 feet; thence East 99.34 feet to the Point of Beginning of the herein described parcel; thence continue East 24.24 feet; thence North 33° 18' East, 33.20 feet; thence South 56° 42' East, 24 feet; thence South 33° 18' West 113.89 feet; thence North 80.62 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-17.01

Property Address: 201 Fifth Avenue Unit C, Melbourne Beach, FL 32951

Owner Name(s): Atul Lele and Laura Rose Lele, Trustees of the Atul Lele Trust Agreement Dated June 4, 2021; Laura Rose Lele and Atul Lele, Trustees of the Laura Rose Lele Trust Agreement Dated June 4, 2021

Legal Description:

Unit 4, Building A, OCEAN SURF TOWNHOUSES

From the SW corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run East along the South line of said Lot 15 and extension thereof a distance of 81.34 feet to the Point of Beginning of the herein described parcel; thence continue East 18.0 feet; thence Northerly parallel with the West line of said Lot 15 a distance of 99.0 feet; thence West 18.0 feet; thence Southerly 99.0 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-17.02

Property Address: 201 Fifth Ave Unit D, Melbourne Beach, FL 32951

Owner Name(s): 200B Sixth Ave LLC

Legal Description:

Unit 3, Building A, OCEAN SURF TOWNHOUSES, more particularly described as follows:

From the SW corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run East along the South line of said Lot 15 and extension thereof a distance of 63.67 to the point of beginning of the herein described parcel; thence continue East 17.67 feet; thence Northerly parallel with the West line of said Lot 15 a distance of 99.0 feet; thence West 17.67 feet; thence Southerly 99.0 feet to the point of beginning.

Parcel Identification Number: 28-38-08-FY-27-18.01

Property Address: 1500 Atlantic Street Unit A, Melbourne Beach, FL 32951

Owner Name(s): Gary Shafer and Linda Shafer, Co-Trustees of the Gary Shafer and Linda Shafer Joint Tenancy Trust Dated August 16, 2018

Legal Description:

Unit 7, Building C, OCEAN SURF TOWNHOUSES, described as follows:

From the SW corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, of the Public Records of Brevard County, Florida; run East along the South line of said Lot 15, and its extension, a distance of 128.34 feet; thence S. 21°08'20" E., 3.74 feet to the Point of Beginning of the herein described parcel; thence continue S. 21°08'20" E., 17.67 feet; thence N. 68°51'40" E., 74.59 feet; thence N. 21°08'20" W, 17.67 feet; thence S. 68°51'40" W., 74.59 feet; to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-18.02

Property Address: 1500 Atlantic Street, Melbourne Beach, FL 32951

Owner Name(s): Three Bins RE Anhinga LLC

Legal Description:

Unit 8, Building C, Ocean Surf Townhouses, more particularly described as follows:

From the Southwest corner of Lot 15, Block 27, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, page 58, Public Records of Brevard County, Florida, run East along the South line of said Lot 15 and its extension, a distance of 99.34 feet to the Point of Beginning of the herein described parcel; thence continue East 29 feet; thence South 21 degrees 08'20" East, 3.74 feet; thence North 68 degrees 51'40" East, 74.59 feet; thence North 21 degrees 08'20" West, 45.58 feet; thence South 33 degrees 18' West, 33.67 feet; thence South 68 degrees 51'40" West, 69.69 feet; thence South 12.65 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-19.01

Property Address: 200 Sixth Avenue, Melbourne Beach, FL 32951

Owner Name(s): Michael J Burr; Paula K Burr

Legal Description:

Unit 4, Building D from the SW corner of Lot 22, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run North along the west line of said Lot 22, a distance of 42 feet; thence East 68.34 feet to the Point of Beginning of the herein described parcel; thence continue East 28 feet thence North 35.58 feet; thence N 21 degrees 08 feet 20 inches West 77.64 feet thence South 108 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-19.02

Property Address: 200 Sixth Avenue Unit A, Melbourne Beach, FL 32951

Owner Name(s): Gilbert R Williams III; Christine Williams

Legal Description:

From the Southwest corner of Lot 22, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida; run North along the West line of said Lot 22, a distance of 42 feet; thence East 50.67 feet to the Point of Beginning of the herein described parcel; thence continue East 17.67 feet; thence North 108 feet; thence West 17.67 feet; thence South 108 feet to the Point of Beginning.

A/K/A Unit 3, Building D of OCEAN SURF TOWNHOUSES, according to the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1739, Page 565, Public Records of Brevard County, Florida.

Parcel Identification Number: 28-38-08-FY-27-19.03

Property Address: 1500 Atlantic Street Unit D, Melbourne Beach, FL 32951

Owner Name(s): Scott Maki

Legal Description:

Unit 4, Building C, OCEAN SURF TOWNHOUSES, from the Southwest corner of Lot 15, Block 27, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, Page 58, of the Public Records of Brevard County, Florida, run East along the South line of said Lot 15 and its extension, a distance of 128.34 feet, thence South 21° 08' 20" East, 56.75 feet to the Point of Beginning of the herein described parcel; thence continue South 21° 08' 20" East 17.67 feet, thence N 68° 51' 40" East 74.59 feet; thence North 21° 08' 20" West 17.67 feet; thence South 68° 51' 40" West 74.59 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-19.04

Property Address: 1500 Atlantic Street Unit B, Melbourne Beach, FL 32951

Owner Name(s): Jose Elizondo; Aixa Carrero

Legal Description:

UNIT 6, BUILDING C, OCEAN SURF TOWNHOUSES, more particularly described as follows:

From the SW corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run East along the South line of said Lot 15 and its extension a distance of 128.34 feet; thence South 21 degrees 08' 20" East 21.42 feet; to the Point of Beginning of the herein described parcel; thence continue South 21 degrees 08' 20" East 17.67 feet; thence North 68 degrees 51' 40" East 74.59 feet; thence North 21 degrees 08' 20" West 17.67 feet; thence South 68 degrees 51' 40" West 74.59 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-19.05

Property Address: 1500 Atlantic Street Unit C, Melbourne Beach, FL 32951

Owner Name(s): Rahamim Maimon; Gail Maimom

Legal Description:

Unit 5, Building C, Ocean Surf Townhouses, described as follows:

From the southeast corner of Lot 15, Block 27, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, page 58, public records of Brevard County, Florida; run East along the South line of said Lot 15 and its extension, a distance of 128.34 feet; thence South 21 degrees 08 minutes, 20 seconds East, 39.08 feet to the Point of beginning of the herein described parcel; Thence continue South 21 degrees 08 minutes, 20 seconds East, 17.67 feet, thence North 68 degrees 51 minutes, 40 seconds East, 74.59 feet; thence North 21 degrees 08 minutes, 20 seconds West, 17.67 feet; thence South 68 degrees 51 minutes, 40 seconds West, 74.59 feet to the point of beginning.

Parcel Identification Number: 28-38-08-FY-27-20.01

Property Address: 1500 Atlantic Street Unit G, Melbourne Beach, FL 32951

Owner Name(s): Michelle Gralton

Legal Description:

UNIT 1, BUILDING C, OCEAN SURF TOWNHOUSES, more particularly described as follows: From the Southwest corner of Lot 15, Block 27, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, page 58, public records of Brevard County, Florida, run East along the South line of said Lot 15 and its extension a distance of 126.34 feet; thence South 20 degrees, 08 minutes, 20 seconds East, a distance of 77.64 feet; thence South 34.43 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 22.81 feet; thence East 40.94 feet; thence North 68 degrees, 51 minutes, 40 seconds East 57.17 feet; thence North 20 degrees 08 minutes, 20 seconds West 36.0 feet; thence South 68 degrees, 51 minutes, 40 seconds West, 87.01 feet to the POINT OF BEGINNING.

Parcel Identification Number: 28-38-08-FY-27-20.02

Property Address: 1500 Atlantic Street Unit F, Melbourne Beach, FL 32951

Owner Name(s): Rahn Properties LLC

Legal Description:

Part of Lots 20 and 21, Block 27, WILCOX PLAT OF MELBOURNE BEACH, according to the plat thereof, as recorded in Plat Book 1, Page 58 of the Public Records of Brevard County, Florida. Also known as Unit 2, Building C, OCEAN SURF TOWNHOUSES, more particularly described as follows:

From the SW corner of Lot 15, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida, run East along the South line of said Lot 15 and its extension a distance of 128.34 feet; thence South 21 degrees 08'20" East 77.64 feet; thence South 15.49 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 18.94 feet; thence North 68 degrees 51'40" East 87.01 feet; thence North 21 degrees 08'20" West 17.67 feet; thence South 68 degrees 51'40" West 80.16 feet to the POINT OF BEGINNING.

Parcel Identification Number: 28-38-08-FY-27-20.03

Property Address: 1500 Atlantic Street Unit E, Melbourne Beach, FL 32951

Owner Name(s): Samuel Band; Amanda Band

Legal Description:

Unit 3, Building C, OCEAN SURF TOWNHOUSES

From the Southwest corner of Lot 15, Block 27, Wilcox Plat of Melbourne Beach, according to the Plat recorded in Plat Book 1, Page 58 of the Public Records of Brevard County, Florida.

Run East along the South line of said Lot 15 and its extension, a distance of 128.34 feet; thence South 21°08'20" East, 74.42 feet to the point of beginning of the herein described parcel; thence continue South 21°08'20" East, 3.22 feet; thence South 15.49 feet; thence North 68°51'40" East, 80.18 feet; thence North 21°08'20" West, 17.67 feet; thence South 68°51'40" West, 74.59 feet to the point of beginning.

Parcel Identification Number: 28-38-08-FY-27-22.01

Property Address: 200 Sixth Avenue Unit B, Melbourne Beach, FL 32951

Owner Name(s): Clifton J Hobgood; Cortney Hobgood

Legal Description:

Unit 2, Building D, Ocean Surf Townhouses:

From the Southwest corner of Lot 22, Block 27, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, Page 58, of the Public Records of Brevard County, Florida, run North along the West line of said Lot 22, a distance of 42 feet; thence East 33 feet to the Point of Beginning of the herein described parcel; thence continue East 17.67 feet; thence North 108 feet; thence West 17.67 feet; thence South 108 feet to the Point of Beginning.

Parcel Identification Number: 28-38-08-FY-27-22.02

Property Address: 200 Sixth Avenue Unit C, Melbourne Beach, FL 32951

Owner Name(s): Robert T Doyle Sr; Lorraine M Grodovish

Legal Description:

Unit 1, Building D, OCEAN SURF TOWNHOUSES, more particularly described as
From the S W. corner of Lot 22, Block 27, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, page 58 Public Records of Brevard County, Florida, run North along the West line of said Lot 22, a distance of 42 feet to the Point of Beginning of the herein described parcel; thence continue North 100 feet, thence East 33 feet, thence South 108 feet; thence West 33 feet to the Point of Beginning



Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

December 12, 2025

Sonia A. Bosinger, Esq.
Arias Bosinger, PLLC
845 E. New Haven Avenue
Melbourne, Florida 32901

**Re: Ocean Surf Homeowners' Association, Inc., Approval
Determination Number: 25200**

Dear Ms. Bosinger,

The Florida Department of Commerce (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Ocean Surf Homeowners' Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

In the event any third-party challenges this determination, the Association shall be responsible for defending this determination and the Association's compliance with the requirements of Chapter 720, Part III, Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/pm/rm

Sonia A. Bosinger, Esq.
December 12, 2025
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.