

DECLARATION OF CONDOMINIUM
OF

OCEAN PARK CONDOMINIUM SOUTH

RECORDED & INDEXED
AT BREVARD COUNTY
CLERK'S OFFICE
JUL 11 1988

OCEAN PARK DEVELOPMENT, INC., a Florida corporation, whose post office address is 333 Taylor Avenue, Cape Canaveral, Florida, hereinafter called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration" as and for a plan of condominium apartment ownership for OCEAN PARK CONDOMINIUM SOUTH condominium project which consists of real property and improvements thereon as hereinafter described.

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

1. ESTABLISHMENT OF CONDOMINIUM

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

Lots 1 through 8 and the East 25 feet of Lot 12,
together with Lots 13 through 16, all in Block 53,
of AVON BY THE SEA, according to the Plat
thereof as recorded in Plat Book 3, Page 7, Public
Records of Brevard County, Florida,

and on which property the Developer owns three (3) two (2) story apartment buildings, containing a total of sixty-eight (68) apartment units and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as the OCEAN PARK CONDOMINIUM SOUTH, hereinafter referred to as the "Condominium", "the condominium project", or "the project".

2. DEFINITIONS

"Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

"Association" or "Corporation" shall mean the corporation not for profit as set forth in Exhibit "B" to this Declaration of Condominium which is: OCEAN PARK OWNERS' ASSOCIATION, INC.

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"Board or Board of Administration" means the Board of Administration which operates the condominium association and as described in the Articles of Incorporation as set forth in Exhibit "B" to this Declaration of Condominium.

"By-Laws" means the By-Laws attached to this Declaration as Exhibit "C".

"Common Elements" means all of the Condominium property and project except the individual units.

"Common Expenses" means the expenses for which the unit owners are liable to the Association.

"Board Member" means a member of the Association or the representative of a corporate or other legal entity owning a unit who has been elected to membership on the Board and who is then serving on the Board.

"Common Surplus" means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits, and revenues on account of the common areas, over the amount of common expenses. The common surplus is part of the common elements.

"Condominium" means: OCEAN PARK CONDOMINIUM SOUTH property or project and all improvements situated thereon and appertaining thereto as described in this Declaration, all easements and rights appurtenant thereto intended to use in connection with this project.

"Declaration or Declaration of Condominium" means this document establishing: OCEAN PARK CONDOMINIUM SOUTH under the laws of the State of Florida.

"Developer" means: OCEAN PARK DEVELOPMENT, INC., a Florida corporation.

"Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, or other mortgagee which shall be acceptable to the Association.

"Limited common element" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

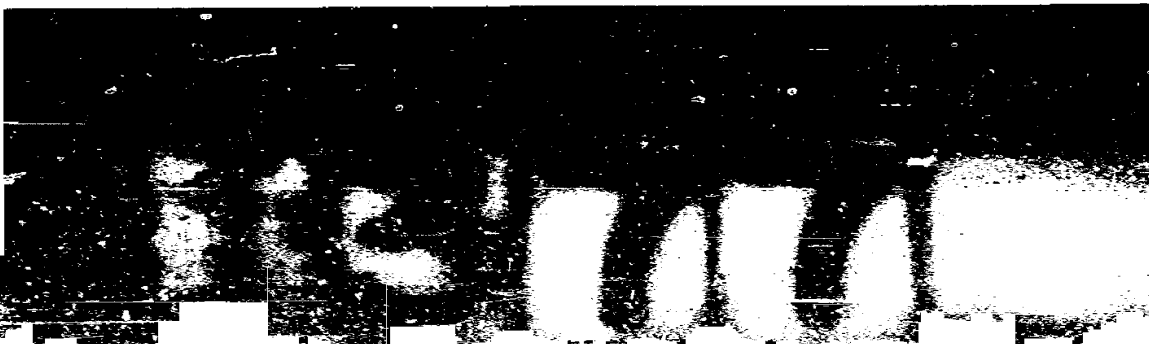
"Operation or Operation of the Condominium" means and includes the administration and management of OCEAN PARK CONDOMINIUM SOUTH property and project.

"Rules and Regulations" shall mean those restrictions or rules and regulations adopted by the Board to maximize the enjoyment by the owners of the condominium unit to protect its value and to make multi-family dwelling more compatible to each owner through the imposition of restraints, prohibitions and requirements which must be uniformly applied and equitable and which shall not be unduly burdensome or unreasonable.

"Unit or Apartment" means each individual apartment located within the project, together with all appurtenances thereto.

"Unit Owner" means the owner of a unit or condominium parcel and is synonymous with member as in statutes.

"Member" means a member of OCEAN PARK OWNERS' ASSOCIATION INC.



3. SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof is Exhibit "A" which consists of twenty-nine (29) sheets. Exhibit "A" includes the Surveyor's Certification, a map of survey which contains a written legal description of the project property and shows the location of all apartment unit buildings and other improvements on the project property, surveys of the individual apartment units and typical unit floor plans for each of the different type of apartment units in the project. The aforesaid graphic descriptions and the wording on the individual Sheets which comprise Exhibit "A" and which cover all of the improvements in which apartments are located and the Surveyor's Certification were all prepared by JOHN R. CAMPBELL, Professional Land Surveyor, Florida Certificate No. 2351 and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment has the same numerical designation as any other apartment in the building in which the apartment is located. The three (3) individual buildings are designated as Buildings E, F and G. Building E is subdivided into Buildings E-1, E-2, E-3 and E-4, and all of those subdivided buildings are connected to each other by common walkways and roof elements. Building F is subdivided into Buildings F-1, F-2, F-3 and F-4, and all of those subdivided buildings are connected to each other by common walkways and roof elements. Building G is subdivided into Buildings G-1, G-2 and G-3, and all of those subdivided buildings are connected to each other by common walkways and roof elements.

The specific numbers identifying each apartment, the building in which that apartment is located, the floor of the building on which the apartment is located and the Sheet number of Exhibit "A" on which the graphic description and survey of each apartment is shown

BUILDING E

<u>Unit No.</u>	<u>Building</u>	<u>Floor</u>	<u>Sheet No.</u>
1	E-1	1st	4
2	E-1	1st	4
3	E-1	1st	4
4	E-1	1st	4
5	E-3	1st	7
6	E-2	1st	5
7	E-3	1st	7
8	E-2	1st	5
9	E-3	1st	7
10	E-2	1st	5
11	E-3	1st	7
12	E-1	2nd	3
14	E-1	2nd	3
15	E-1	2nd	3
16	E-1	2nd	3
17	E-3	2nd	8
18	E-2	2nd	6
19	E-3	2nd	8
20	E-2	2nd	6
21	E-3	2nd	8
22	E-2	2nd	6
23	E-3	2nd	8
24	E-4	2nd	10

BUILDING F

<u>Unit No.</u>	<u>Building</u>	<u>Floor</u>	<u>Sheet No.</u>
1	F-1	1st	11
2	F-1	1st	11
3	F-1	1st	11
4	F-1	1st	11
5	F-3	1st	15
6	F-2	1st	13
7	F-3	1st	15
8	F-2	1st	13
9	F-3	1st	15
10	F-2	1st	13
11	F-3	1st	15
12	F-1	2nd	12
14	F-1	2nd	12
15	F-1	2nd	12
16	F-1	2nd	12
17	F-3	2nd	16
18	F-2	2nd	14
19	F-3	2nd	16
20	F-2	2nd	14
21	F-3	2nd	16
22	F-2	2nd	14
23	F-3	2nd	16
24	F-4	2nd	18

BUILDING G

<u>Unit No.</u>	<u>Building</u>	<u>Floor</u>	<u>Sheet No.</u>
1	G-3	1st	23
2	G-3	1st	23
3	G-3	1st	23
4	G-3	1st	23
5	G-1	1st	19
6	G-2	1st	21
7	G-1	1st	19
8	G-2	1st	21
9	G-1	1st	19
10	G-2	1st	21
11	G-1	1st	19
12	G-3	2nd	24
14	G-3	2nd	24
15	G-3	2nd	24
16	G-3	2nd	24
17	G-1	2nd	20
18	G-2	2nd	22
19	G-1	2nd	20
20	G-2	2nd	22
21	G-1	2nd	20
22	G-2	2nd	22
23	G-1	2nd	20

Sheets numbered 25 through 29 inclusive of Exhibit "A" show typical floor plans of different type of apartment in the project, and those floor plans show the dimensions and types of rooms in each apartment.

The project contains two (2) efficiency units, twenty-five (25) one bedroom units, forty (40) two bedroom units and one (1) three bedroom unit. All of the units except the efficiency units contain a living room, kitchen, dining area, and a bath room. Each apartment includes as a limited common element, either a concrete patio (referred to as a "stoop" in Exhibit "A") with first floor units or a balcony with second floor units.

**4. OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE
IN COMMON ELEMENTS AND COMMON SURPLUS, AND
SHARE OF COMMON EXPENSES**

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

The owners of each efficiency apartment shall own an undivided 1.30 percent of all common elements of the condominium project.

The owners of each two (2) bedroom apartment shall own an undivided 1.53 percent of all common elements of the condominium project.

The Owners of each one (1) bedroom apartment shall own an undivided 1.38 percent of all common elements of the condominium project.

The Owner of the three (3) bedroom apartment shall own an undivided 1.70 percent of all common elements of the condominium project.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements as stated hereinabove, that is each efficiency owner's share is 1.30 percent; each one bedroom owner's share is 1.38 percent; each two bedroom owner's share is 1.53 percent and each three bedroom owner's share is 1.70 percent.

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

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



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

All units and the common property shall be subject to a perpetual easement in gross granted to OCEAN PARK OWNERS' ASSOCIATION, INC., a corporation not for profit, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The Developer hereby grants and conveys unto OCEAN PARK OWNERS' ASSOCIATION, INC., a non profit corporation existing under the laws of the State of Florida, a non-exclusive easement over all passageways, covered walkways, stairwells, stairways, driveways, parking areas, and all other common elements shown on Exhibit "A" attached to this Declaration of Condominium so that all members of OCEAN PARK OWNERS' ASSOCIATION, INC., present and future, their guests and tenants may use the aforesaid common elements for the uses and purpose intended therefor.

5. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown in Exhibit "A", Sheets 3 through 8 inclusive, 10 through 16 inclusive, and 18 through 24 inclusive attached hereto. Sheet 9 shows the office and Sheet 18 shows the laundry room. Dropped ceilings are within the units and the boundary of unit in areas where there are dropped ceilings is the undecorated surface of the ceiling above the dropped ceiling. The solid double lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments are stated in notes on said plans, which notes relate to the elevations of the apartments. A typical unit plan of each type of unit is shown on Sheets 25 through 29 inclusive of Exhibit "A".

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, which are directly accessible only through an individual unit. Each of the first floor units has a patio which is a limited common element and each of the second floor apartments has a balcony which is a limited common element. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Efficiency unit 24, building E-4 has no balcony.

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



6. ADMINISTRATION OF CONDOMINIUM BY OCEAN PARK OWNERS' ASSOCIATION, INC.

The operation and management of the condominium shall be administered by OCEAN PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter referred to as the corporation or the Association.

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and By-Laws of the Association as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Articles and By-Laws. True and correct copies of the Articles of Incorporation of OCEAN PARK OWNERS' ASSOCIATION, INC., a corporation not for profit, and the By-Laws of said corporation are attached hereto, made a part hereof, and marked Exhibits "B" and "C" respectively.

7. MEMBERSHIP AND VOTING

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

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

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of the Association whose members are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each Board Member shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a board member or members).

8. BOARD OF ADMINISTRATION

The Board of Administration shall initially consist of three (3) members so long as the Developer retains control of the Association. After the Developer turns over control of the Association to the Members, the number of members may be increased as provided in Section 4 of the By-Laws. The manner of electing members of the Board, officers and other procedural matters relating thereto, shall be as set forth in said Section 4 of the By-Laws.

The Developer shall be entitled to elect all members of the Board and to retain control of the Association until the Developer has conveyed title to 15% of the apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration.

Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration as follows:

Three (3) years after sales by the Developer have been closed on 50% of the apartment units; or

Three (3) months after sales have been closed by the Developer on 90% of the apartment units; or

When all of the apartment units have been completed and some of them have been sold, and none of the others are being offered for sale in the ordinary course of business, whichever shall first occur.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days' notice of a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

9. COMMON EXPENSES, ASSESSMENTS, COLLECTIONS, LIEN AND ENFORCEMENT, LIMITATIONS

The Board of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board may provide for an operating reserve not to exceed fifteen (15%) percent of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of that owners' share or percentage of the common expenses as provided in Article 9 above.

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

Special assessments may be made by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium shall not be levied without the prior approval of the members owning at least two-thirds (2/3) of the units in the condominium.

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

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

~~Assessments and installments on them not paid when due bear interest at a rate of eight (8%) percent per annum from due date until paid.~~

The Association shall have a lien on each condominium parcel for any unpaid assessments with interest plus attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Brevard County, Florida, which lien shall state the description of the condominium parcel, the name of the record owner, the amount due and the due dates. The lien shall remain in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall cover only assessments which are due when the claim is recorded. All claims of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment of a claim of lien, the Association shall give the person making payment a recordable satisfaction of the lien. By recording a notice in substantially the following form a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

Notice of Contest of Lien

TO: OCEAN PARK OWNERS' ASSOCIATION, INC.
333 Taylor Avenue, Cape Canaveral, Florida 32920

You are notified that the undersigned contests the claim of lien filed by you on _____, and recorded in Official Records Book _____ at Page _____, of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.
Executed this _____ day of _____, 19____.

Signed: _____
Owner, Agent or Attorney

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

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

No foreclosure judgment may be entered until at least thirty (30) days after the association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner. If

after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Sec. 718.116(4) Florida Statutes, 1976, Sup.

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

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

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

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

As priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or mortgage banking institution or the Developer.

The provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article 9 of this Declaration, are incorporated herein by reference and made a part hereof. (Florida Statutes, 1976, Sup.)

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed three (3) months' assessment except as provided in rules promulgated by the Florida Cabinet for full and fair disclosure. Anything in this Declaration or the Exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and Exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the



levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to OCEAN PARK OWNERS' ASSOCIATION, INC.

Until a turnover is perfected as set out in Article 8 above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. The Developer shall, during this interim have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

The Developer guarantees that so long as the Developer is entitled to elect a majority of the members of the Board, the assessments for common expenses of the condominium, imposed upon the unit owners other than the Developer, will not exceed the following amounts:

For efficiency units	-	\$37.70
For one (1) bedroom units	-	\$40.02
For two (2) bedroom units	-	\$44.37
For the three (3) bedroom unit	-	\$49.30

and the Developer shall be and is obligated and responsible to pay any amount of common expenses incurred during the period that the Developer is entitled to elect a majority of the Members of the Board and not produced by or realized from the assessments at the guaranteed level and received from the other unit owners. However, upon thirty (30) days written notice to each owner, the Developer may revoke the guarantee provided that the Developer shall thereafter pay the same monthly maintenance charge for each unit then owned by the Developer that the owners of similar units are thereafter required to pay.

Except as otherwise provided in this section, no unit owner may be excused from the payment of the unit owner's proportionate share of the common expenses of the condominium unless all unit owners are likewise proportionately excused from such payment, except that inasmuch as the Developer has guaranteed that the monthly assessment for common expenses of the condominium imposed upon the unit owners other than the Developer will not be increased over the amounts stated hereinabove during the period of time that the Developer is entitled to elect a majority of the Members of the Board and has obligated itself to pay any amount of common expenses incurred by the Condominium during that period and not produced or realized from the assessments at the guaranteed level and received from other unit owners. The Developer shall not be obligated to pay any specific monthly assessment for those units owned by the Developer during that period of time.

Upon turning over the management of the condominium project to the owners through their Association, the Developer shall fully account for all funds collected and pay over to the Association all surplus funds in said account. The Developer fully agrees to abide by all rules and regulations promulgated by the Florida Cabinet.

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

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

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

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

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

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

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

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

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the association, and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by such institution's usual and customary construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the association shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay said sum into the aforesaid construction loan fund.

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

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

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

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

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

11. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

The Association shall be responsible for and bear the cost of maintenance, repair and replacement, as the case may be, of all of the common elements (including limited common elements) of the following:

- (a) All of the common elements of the project, including limited common elements;
- (b) All plumbing and sewer lines within the project including those within the perimeter and interior walls of the individual units;
- (c) All vents, including those within perimeter or interior walls of the units;
- (d) All freon supply lines running from the individual air conditioner compressors, which are located on the roof of the buildings to the air handlers of the air conditioners which are located within the individual units;
- (e) The electrical supply wiring running to the circuit breakers in the condominium units;
- (f) All water, sewer, electrical, gas and other utility supply lines, pipes, and ducts located within any of the common elements of the project;
- (g) All air conditioning ducts serving individual condominium units which are located within common elements of the project, if any;

(h) Painting, decorating and cleaning of all exterior surfaces of the condominium project, including exterior doors of the individual condominium units, and the painting of all exterior windows where painting is required.

Each unit owner shall be responsible for and bear the cost of maintenance repair and replacement, as the case may be, of all of the common elements (including limited common elements) of the following:

- (a) All air conditioning and heating equipment and systems serving that unit except for the ~~filter~~ supply lines which are to be maintained by the Association;
- (b) All electrical, plumbing and kitchen fixtures and appliances located within the unit;
- (c) The circuit breaker and all electrical wiring running therefrom to individual outlets and located within the unit;
- (d) All carpeting or other floor surfaces, all wall paper, painting and other interior decorating;
- (e) All air conditioning duct work located within the unit;
- (f) All exterior doors, including sliding glass doors, and windows serving the unit except the painting thereof, which painting shall be done by the Association;
- (g) The decorated floor surfaces, if any, of all limited common elements, shall be maintained by the unit owner.

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

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

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

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



12. USE RESTRICTIONS

Each apartment is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.

No efficiency or one (1) bedroom unit shall be occupied by more than two (2) persons, both of whom must be adults.

No two (2) bedroom unit shall be occupied by more than four (4) persons, all of whom must be over thirteen (13) years of age and no more than one (1) of whom may be under eighteen (18) years of age.

No three (3) bedroom unit shall be occupied by more than five (5) persons, all of whom must be over thirteen (13) years of age and no more than two (2) of whom may be under eighteen (18) years of age.

Children under thirteen (13) years of age may visit as guests of the occupant in the two (2) and three (3) bedroom units and the total of such visitation in each unit may not exceed a maximum of thirty (30) days per year.

The restriction as to the age and number of minor children may be unconstitutional inasmuch as the 4th District Court of Appeal of the State of Florida has held that restrictions against minor children residing in a condominium project are unconstitutional and, therefore, the Developer makes no warranty as to the constitutionality of this restriction against minor children.

No animal pets other than one (1) dog or one (1) cat may be kept or harbored in any one (1) apartment and the weight of such pet may not exceed fifteen (15) pounds. Snakes or reptiles of all kinds may not be kept or harbored on the project and no birds or fowls except those ordinarily domesticated and kept as pets may be kept on the project.

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

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

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

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

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No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerals shall be erected except as provided under uniform regulations promulgated by the association. This sub-paragraph shall not apply to the Developer and/or Institutional first mortgagees.

An owner shall not place or cause to be placed in any of the project areas, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit.

It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project. It is also prohibited to dust rugs, etc. from windows or to clean rugs, etc. by beating on the exterior of the project.

No auto parking space may be used for any purpose other than parking automobiles which are in operating condition; no other vehicles or objects, including, but not limited to trucks, vans, recreational vehicles, motorcycles, trailers, and boats will be parked or placed upon such portions of the condominium property unless permitted by the Board. No parking space shall be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Automobiles for purposes of this paragraph are defined as motor vehicles designed for transportation of no more than nine passengers and not including sleeping facilities.

Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the association shall interfere with the sale of such apartments. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including, but not limited to maintenance of a sales office, model apartments, the showing of the property, and the display of signs.

13. RESTRICTIONS AS TO LEASING, RENTAL AND SALE OF APARTMENTS

No apartment owner shall lease or otherwise rent any apartment for a rental period of less than three (3) months. All rental and leasing shall be done by written Lease and a copy of the Lease shall be furnished to the Association by the Owner within ten (10) days.

The foregoing restriction as to the leasing and rental of apartments in the project have been adopted in order to prohibit the occupancy of apartment units in the project by transient or short term tenants inasmuch as this project is primarily intended to be a permanent residence for the owners of the apartments in the project. Leasing or rental of the apartments to transients or short time tenants will have a serious adverse effect on the owners who permanently reside in the project and will substantially diminish the value of their apartment for permanent residence purpose.

The Board shall have authority to initiate such legal actions in and to request such relief from the Court having jurisdiction over this matter as may be required in order for the Board to fully enforce these restrictions.

There are no restrictions covering the sale by an owner of the owner's apartment and no approval by the association of any sale is required, however, each purchaser of an apartment shall furnish the Association with a copy of the recorded deed by which the purchaser took title to the apartment within ten (10) days following the recording of the deed in the Public Records of Brevard County, Florida.



**14. LIMITATIONS UPON RIGHT OF OWNER TO ALTER
OR MODIFY APARTMENT**

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment. Anything which an owner is prohibited from doing by the provisions of this paragraph may be done with the written consent of the Board. The Board shall have the authority to give such consent.

**15. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY
THE ASSOCIATION**

Whenever in the judgment of the Board the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations, or improvements shall have been approved by a majority of the apartment owners, the Board shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one-half of the current regular annual assessment, unless prior written unanimous consent is received from 20 or more of the members. The Board shall have the authority to make changes in alterations and additions to all common and limited common elements.

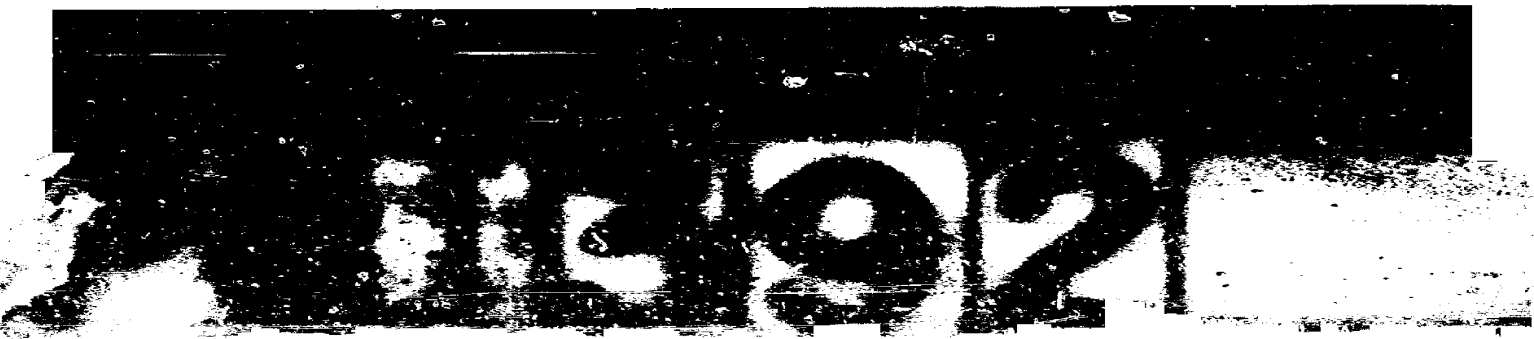
16. THIS DECLARATION MAY BE AMENDED AS FOLLOWS:

1. So long as the Developer is entitled to elect a majority of the Board Members, the Developer reserves the right to amend this Declaration without the consent of any owner, subject to the limitations hereinafter stated.

2. After the Developer has turned control of the Association over to the apartment owners, this Declaration may be amended by the approval in writing of at least forty-six (46) of the owners of apartments or by the affirmative vote of at least forty-six (46) of the apartment owners at a duly called meeting of the apartment owners (members) in accordance with the By-Laws. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recordation in the Public Records of Brevard County, Florida, unless the amendment shall provide for a later effective date.

3. No amendment shall change the configuration or size of any apartment in any material fashion, materially alter, change or modify the appurtenances to any apartment or change the percentage by which the owner of any apartment shares the common expenses and owns an undivided interest in the common elements, including the common surplus, unless the record owner of such apartment shall join in the amendment.

4. The designation of the agent for service of process on the association named in the Articles of Incorporation of the Association may be changed from time to time by action of the Board and such change shall not constitute an amendment to this Declaration. Such change or designation of the agent for service of process shall be accomplished by execution of a document with formalities required for execution of a deed and it shall be recorded in the Public Records of Brevard County, Florida and such change shall become effective upon such recording.



5. Correction of scrivener's errors herein, if any, may be accomplished by action of the Board, without the consent of any apartment owner not a member of the Board and such document correcting any scrivener's errors shall be executed in the same manner as provided in the foregoing paragraph.

17. TERMINATION OF THIS CONDOMINIUM PROJECT

The condominium project created and established by this Declaration of Condominium may only be terminated upon the vote of members of the Association owning fifty-one (51) or more of the apartments in the project and the unanimous written consent of all institutional mortgages holding mortgages encumbering any of the apartments in the project.

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

The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees.

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

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon the determination of each unit owner's share, as above provided for, the association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgages and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in a unit, the association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, on mortgages or lien encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

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



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

18. ENCROACHMENTS

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

19. CORPORATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the association of the names of any party holding a mortgage upon any apartment.

20. ESCROW FOR INSURANCE PREMIUMS

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

21. RESPONSIBILITY OF APARTMENT OWNERS

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

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



22. WAIVER

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

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

23. CONSTRUCTION

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

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provisions contained in this Declaration or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

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

24. GENDER

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

25. CAPTIONS

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



26. TYPE OF PROJECT

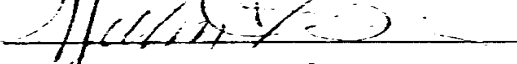
This condominium project is a conversion of a rental apartment project to the condominium form of ownership and the project buildings are a minimum of thirteen (13) years old.

27. REMEDIES FOR VIOLATIONS:

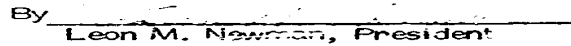
Any person violating or breaching any of the provisions of this Declaration or any rule or regulation which may be adopted by the Association shall be subject to suit by the Developer, any owner of a unit in the project, or any institutional mortgagee, jointly or severally, at law for damages or in equity, to compel compliance with the terms and conditions of this Declaration and the said rules and regulations adopted by the Association. The Association shall have the right to enter upon any part of the project where a violation of this Declaration exists and to summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the provisions of this Declaration or the rules and regulations adopted by the Association shall not bar the subsequent enforcement thereof. The prevailing party in any litigation arising under the provisions of this paragraph shall be entitled to payment of all costs incurred by the prevailing party and to payment of a reasonable attorney's fee for the prevailing party's attorney.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 3rd day of April, 1978.

Signed, Sealed and Delivered
in the Presence of:



OCEAN PARK DEVELOPMENT, INC.

By 
Leon M. Newman, President

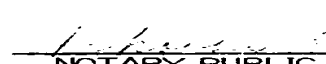
Attest: 
Thomas R. Russell, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared LEON M. NEWMAN and THOMAS R. RUSSELL, well known to me to be the President and Secretary of OCEAN PARK DEVELOPMENT, INC., a Florida corporation, and they severally acknowledged executing the foregoing Declaration of Condominium freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 3rd day of April, 1978.


NOTARY PUBLIC

My Commission Expires:

Notary Seal
My Commission Expires
-21-
Issued By American Title & Guaranty Co.



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(Wherever S is indicated, S denotes Sheet No. of Exhibit "A")

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OCEAN PARK CONDOMINIUM
SOUTH

OFFICE RECS 1907 PAGE 399

SURVEYOR'S CERTIFICATE

FOR

OCEAN PARK CONDOMINIUM
SOUTH

STATE OF FLORIDA)

) SS

COUNTY OF BREVARD)

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN R. CAMPBELL, BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED IN THE ATTACHED EXHIBIT "A" ARE SUFFICIENTLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN IN THE ATTACHED EXHIBIT "A", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING OCEAN PARK CONDOMINIUM SOUTH, IS A CORRECT REPRESENTATION OF THE EXISTING IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 3rd DAY OF February, A.D., 1978.

ALLEN ENGINEERING, INC.

BY:

John R. Campbell
John R. Campbell
Professional Land Surveyor
No. 2351, STATE OF FLORIDA

SWORN TO AND SUBSCRIBED
BEFORE ME AS TO "JOHN R. CAMPBELL",
THIS 3rd DAY OF February, 1978

Edward J. McLeary
Notary Public, State of Florida

Commission expires: August 23, 1981

Prepared By:

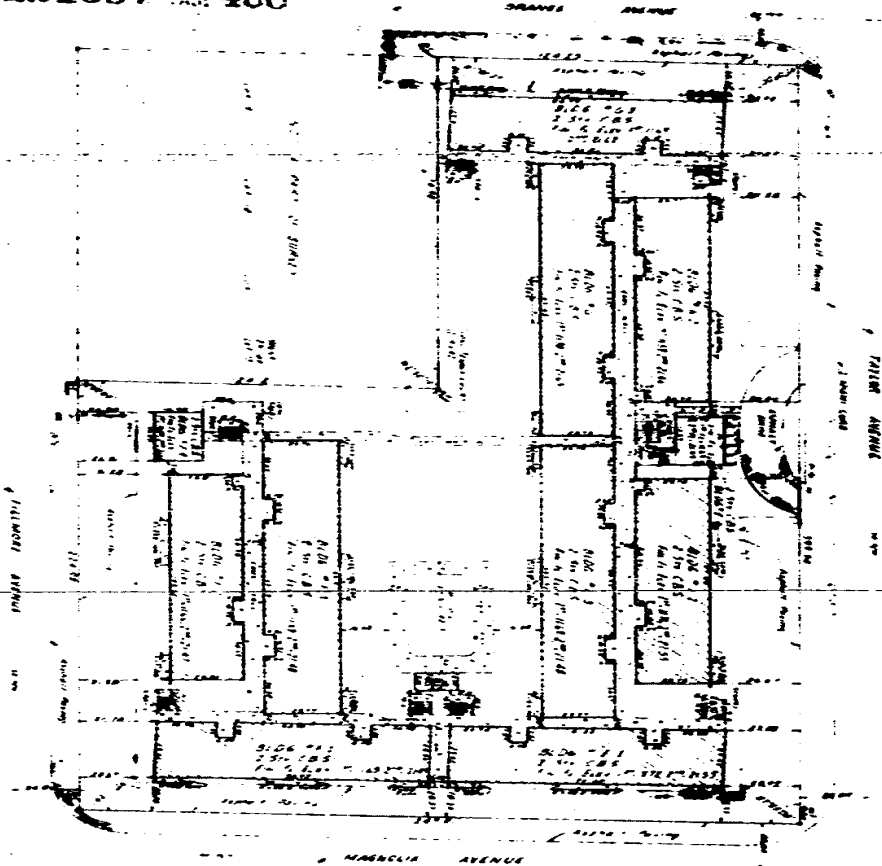
ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

EXHIBIT 'A'

SHEET 1 OF 29

OCEAN PARK CONDOMINIUM SOUTH

DEED RECS 1907 PAGE 400



MAP OF SURVEY

DRAWING PREPARED BY:
JOHN R. CAMPBELL, P.L.S.

SURVEYORS NOTES:

1. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. FOR THE LOCATION OF THE UNITS WITHIN THE BUILDING SEE SHEETS 3 THROUGH 24 OF THIS EXHIBIT.
3. THE LEGAL DESCRIPTION OF THE CONDOMINIUM IS AS FOLLOWS: LOTS 1 THROUGH 8 AND THE EAST 25 FEET OF LOT 12, TOGETHER WITH LOTS 13 THROUGH 16 ALL IN BLOCK 51 OF AVALON-ON-THE-SEA, ACCORDING TO THE PLAN THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 7 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE ELEVATIONS SHOWN ARE BASED ON N.G.M. DATUM OF 1929.
5. THE AVERAGE HEIGHT OF THE BUILDINGS FROM THE FINISHED 1st FLOOR TO THE TOP OF THE BUILT UP ROOF IS 20.0 FEET.
6. THE BUILDINGS SHOWN CONTAIN THE UNITS AND AS SUCH ARE FOR THE RELAY USE OF THE CONDOMINIUM.

EXHIBIT A
SHEET 2 OF 29

ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

I HEREBY CERTIFY: THAT ALL OF THE IMPROVEMENTS SHOWN ARE EXISTING AND THAT THE ATTACHED MAP OF SURVEY OF OCEAN PARK CONDOMINIUM SOUTH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PECUNIARLY SURVEYED UNDER MY DIRECTION.

John R. Campbell
John R. Campbell
Professional Land Surveyor
#2351, STATE OF FLORIDA

OCEAN PARK CONDOMINIUM

SOUTH

DEEDS 1907 PAGE 401

280

Typical Unit Limits

12

1.82

2.42

6"

23.0

23.0

14

The Finish 2nd Floor elevation of all Units in this Building is 2155 ft. NGV Datum 1929

6"

The Finish 2nd Floor Ceiling elevation of all units in this Building is 2967 feet.

15

UNIT designation #

23.0

6"

The Unit Limits are as shown by the heavy lines

16

23.0

280

8"

Typical 9'x11' concrete balcony is a common element limited to the use of the adjacent unit

General Notes

- 1 All corridors, walkways, balconies, stairs having access to the Units are common elements of the condominium
- 2 See SKETCH OF SURVEY for the location of this Building within the Condominium
- 3 See Typical Unit Plan on Sheet 16 for the individual Unit Floor Plan of Units in this Building

ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

EXHIBIT A
SHEET 3 OF 22

E-1 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 1

1201

OCEAN PARK CONDOMINIUM SOUTH

General Notes:

- 1 All corridors, walkways, balconies, stairs having access to the UNITS are common elements of the condominium.
- 2 See SKETCH OF SURVEY for the location of this building within the Condominium.
- 3 See Typical Unit Plan 1 on sheets for the individual unit floor plan of UNITS in this building.

ALLEN ENGINEERING INC
OCEAN BEACH, FLORIDA

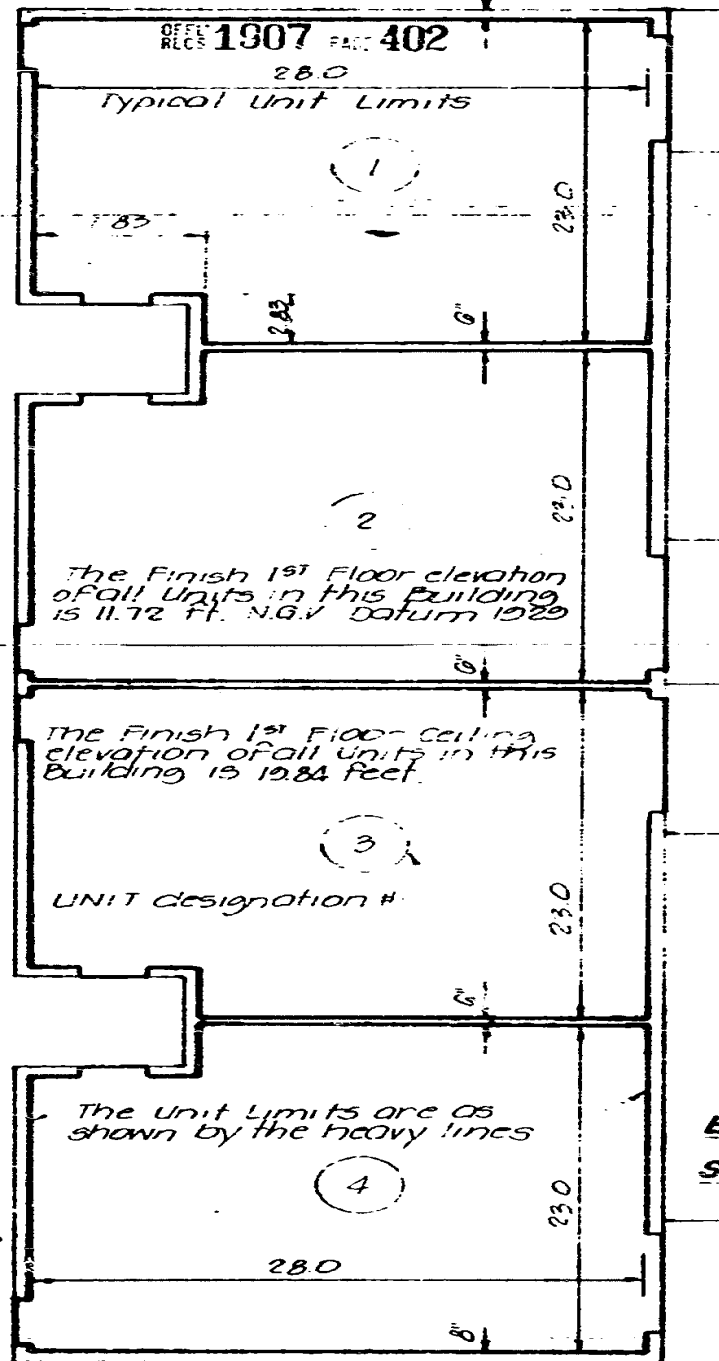


EXHIBIT A
SHEET 4 OF 20

E-1 BUILDING 1ST FLOOR PLAN, TYPICAL UNIT 1

402

E-2 BUILDING 1ST FLOOR PLAN, TYPICAL UNIT 2

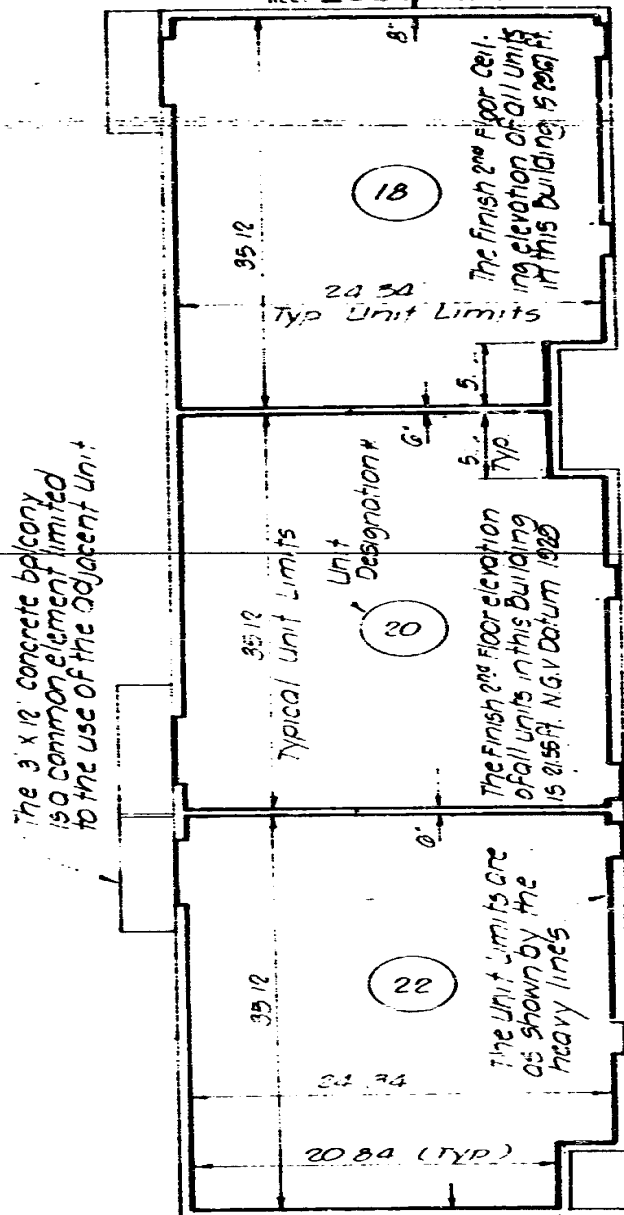
Hand-drawn floor plan of the first floor of a building, showing three units. The plan includes dimensions, unit numbers, and descriptive text.

- Unit 1 (Left):** Dimensions 15'0" x 30'0". Note: "The 1st floor of this building is shown by the 1st floor plan".
- Unit 2 (Middle):** Dimensions 30'0" x 30'0". Note: "The 1st floor of this building is shown by the 1st floor plan".
- Unit 3 (Right):** Dimensions 35'0" x 30'0". Note: "The 1st floor of this building is shown by the 1st floor plan".

The plan also includes a central area labeled "Unit 2" and "The 1st floor of this building is shown by the 1st floor plan".

OCEAN PARK CONDOMINIUM **SOUTH**

OFFICE RECORDS 1907 PAGE 404



All corridors, walkways, balconies, stairs having access to the Units are Common elements of the Condominium

See Typical Unit 2 on Sheet 26 for the individual Unit floor plan on Units within the Building

All areas within this building excepting the Units are common elements of the Condominium

EXHIBIT 'A'

SHEET 6 OF 29

ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

E-2 BUILDING 2nd FLOOR PLAN, TYPICAL UNIT 2

404

OCEAN PARK CONDOMINIUM SOUTH

REF 1907 PAGE 405

GENERAL NOTES:

1. The Finish 1st Floor elevation of all Units within this Building is 11.60 Ft. N.G.S. Datum 1929
2. The Finish 1st Floor Ceiling Eley. of all Units within this Building is 19.75 Ft.
3. The UNIT limits are as shown by the heavy lines
4. All areas within the Building excepting the UNITS are common elements of the Condominium.
5. All corridors, walkways, stairs, balconies having access to the UNITS are common elements of the Condominium.
6. See TYPICAL UNIT 2 on Sh't 21 for the individual Unit Floor Plan of UNITS
7. See the SKETCH OF SURVEY for the location of this building within this Condominium.
8. See sheet 28 for individual Floor Plan of UNIT 9, See sheet 29 for UNIT 11 Floor Plan

The 3' x 12' concrete stoop is a common element limited to the use of the adjacent Unit

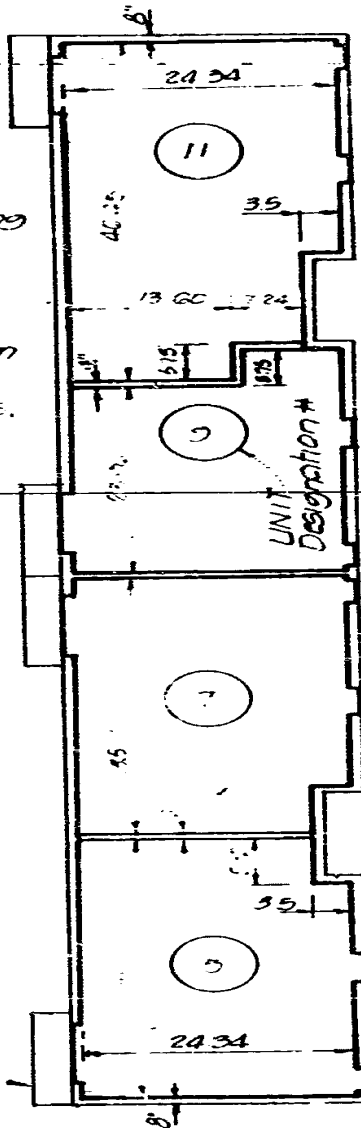


EXHIBIT 'A'
SHEET 7 OF 29

ALLEN ENGINEERING INC
OCCOA BEACH, FLORIDA

E-3 BUILDING 1st FLOOR PLAN, TYPICAL UNIT 2

1907

OCEAN PARK CONDOMINIUM SOUTH

SHEET 1907 PAGE 406

GENERAL NOTES

1. The Finish 2nd Floor elevation of all Units within this Building is 21.48 Ft. N.G.S. Datum 1929
2. The Finish 2nd Floor Ceiling Eley. of all Units within this Building is 29.60 Ft.
3. The UNIT limits are as shown by the heavy lines
4. All areas within the Building excepting the UNITS are common elements of the Condominium
5. All corridors, walkways, stairs, balconies having access to the UNITS are Common elements of the Condominium
6. See TYPICAL UNIT 2 on Sht 27 for the individual Unit Floor Plan of UNITS within this Building
7. See the SKETCH OF SURVEY for the location of this building within this Condominium.

The 3 x 12' concrete balcony is a common element limited to the use of the adjacent Unit

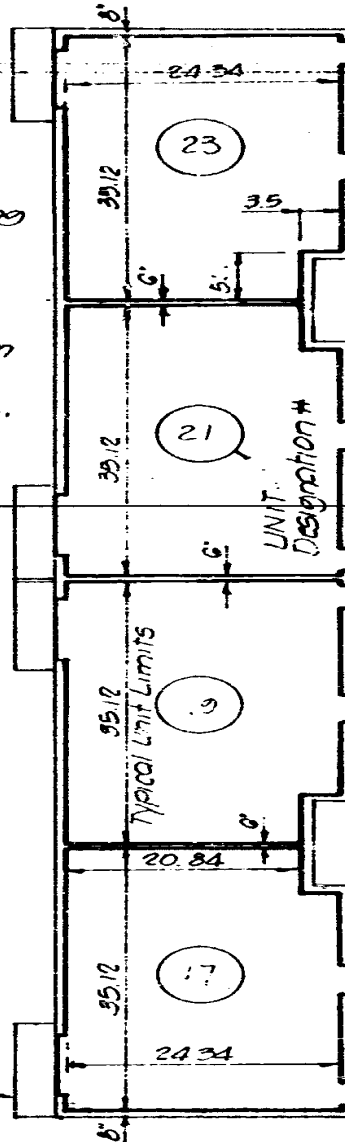
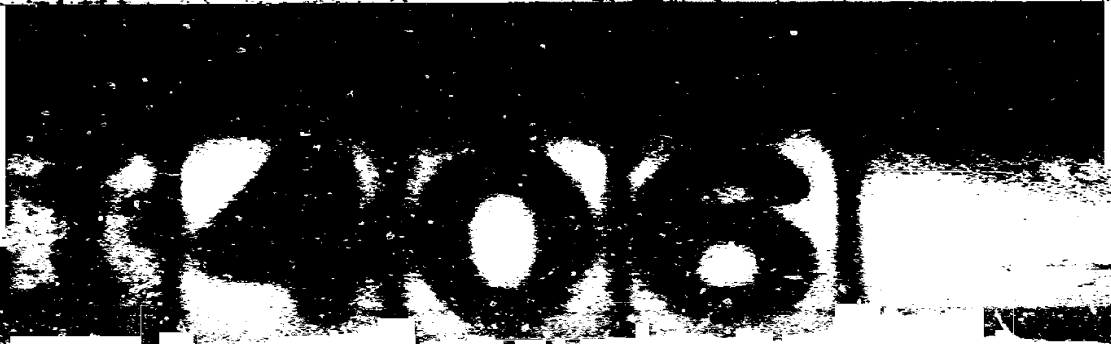


EXHIBIT 'A'

SHEET 8 OF 29

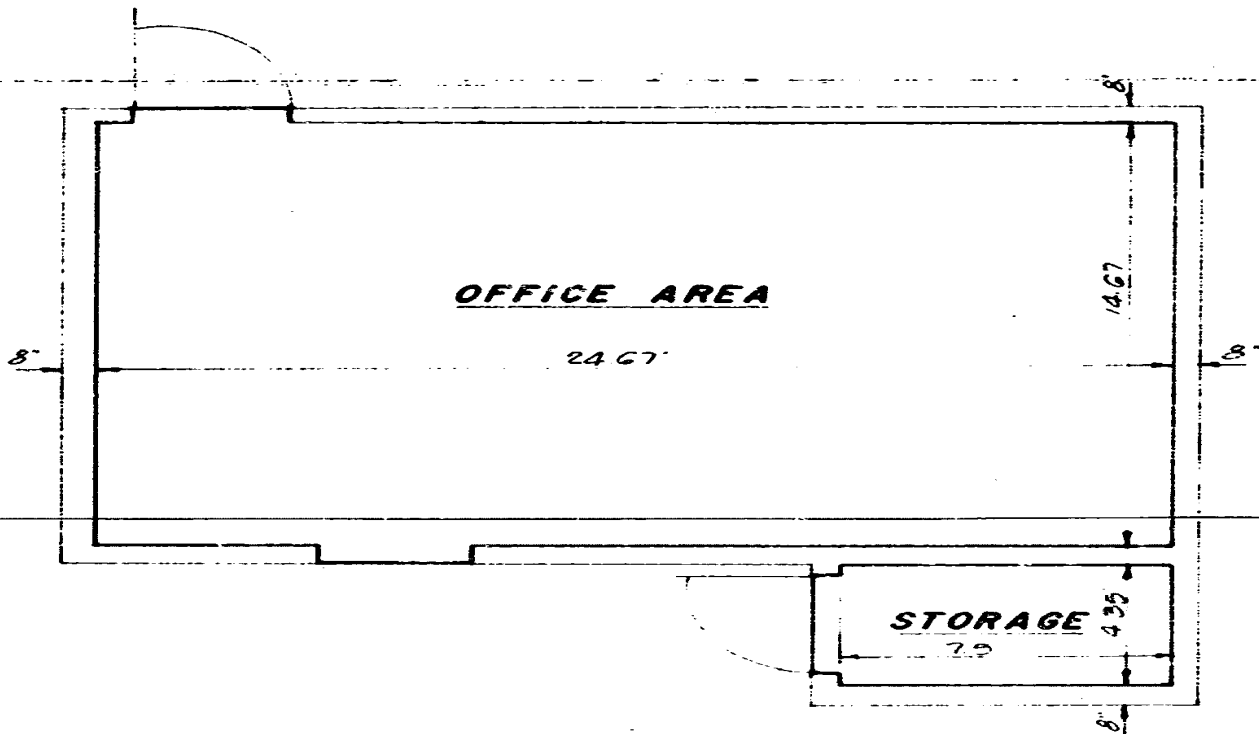
ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

E-3 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 2



OCEAN PARK CONDOMINIUM
SOUTH

DEED 1907 PAGE 407



GENERAL NOTES

1. The use of this area is set forth in the DECLARATION.
2. The First Floor Finish elevation is 11.63 feet based on N.G.V. Datum of 1929.
3. The First Floor Finish ceiling elevation is 19.75 feet.
4. See the SKETCH OF SURVEY for the location of this building.

E-4 BUILDING 1st FLOOR PLAN
OFFICE

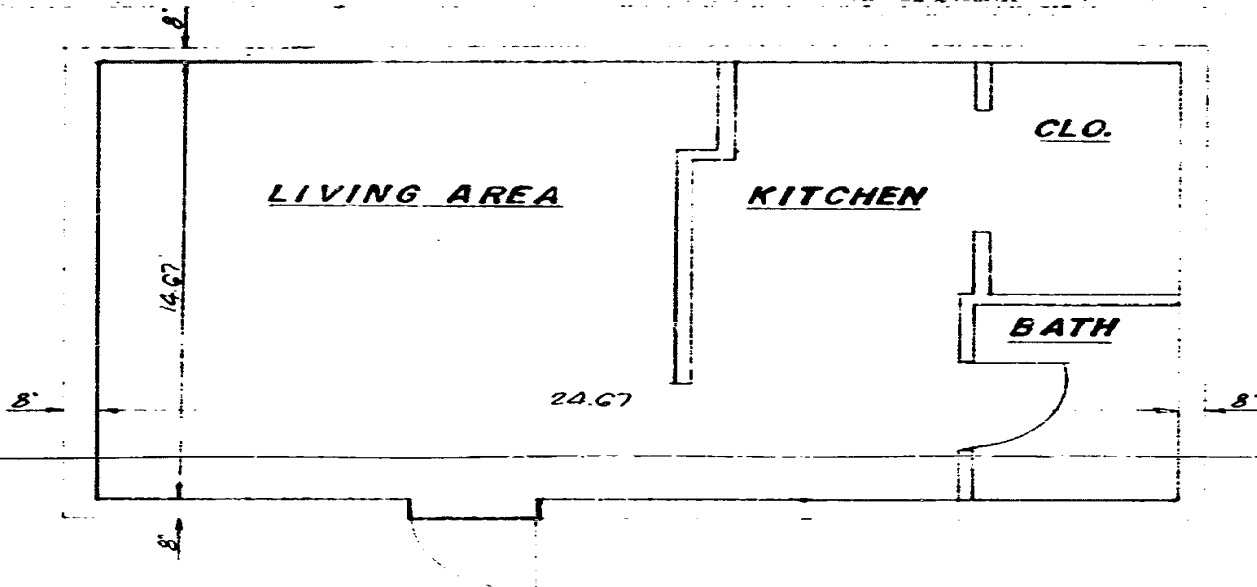
ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

EXHIBIT A
SHEET 9 OF 20

OCEAN PARK CONDOMINIUM

SOUTH

OFFL RECS 1907 PAGE 408



GENERAL NOTES

1. All Corridors, Walkways, balconies, stairs having access to the UNITS are common elements of the condominium.
2. See the SKETCH OF SURVEY for the location of this building.
3. The Finish 2nd Floor elevation of this UNIT is 21.55 feet based on N.G.V. Datum of 1929.
4. The Finished 2nd Floor ceiling elevation is 20.70 feet.
5. The UNIT limits are shown by the heavy lines.
6. The room sizes shown are representative and may vary by a small difference.

E-4 BUILDING 2ND FLOOR PLAN UNIT E-24

ALLEN ENGINEERING INC.
COCCA BEACH, FLORIDA

EXHIBIT A
SHEET-10 OF 20

OCEAN PARK CONDOMINIUM SOUTH

OFFICE RECS 1907 PAGE 409

280

Typical Unit Limits

4

230

342

6"

230

3

The Finish 1st Floor elevation of all Units in this Building is 11.65 feet NGVD datum 1929

6"

The Finish 1st Floor Ceiling elevation of all Units in this Building is 29.75 feet.

2

230

UNIT designation #

6"

The Unit Limits are as shown by the heavy lines

1

230

280

6"

Typical 3 x 11 Concrete Stoop is a common element limited to the use of the adjacent unit

EXHIBIT A
SHEET 11 OF 29

General Notes

- 1 All corridors, walkways, balconies stairs having access to the Units are common elements of the condominium
- 2 See SKETCH OF SURVEY for the location of this Building within the Condominium
- 3 See Typical Unit Plan 1 on Sheet 25 for the individual Unit Floor Plan of UNITS in this Building

ALLEN ENGINEERING INC
OCCOON BEACH, FLORIDA

F-1 BUILDING 1st FLOOR PLAN, TYPICAL UNIT 1

409

OCEAN PARK CONDOMINIUM SOUTH

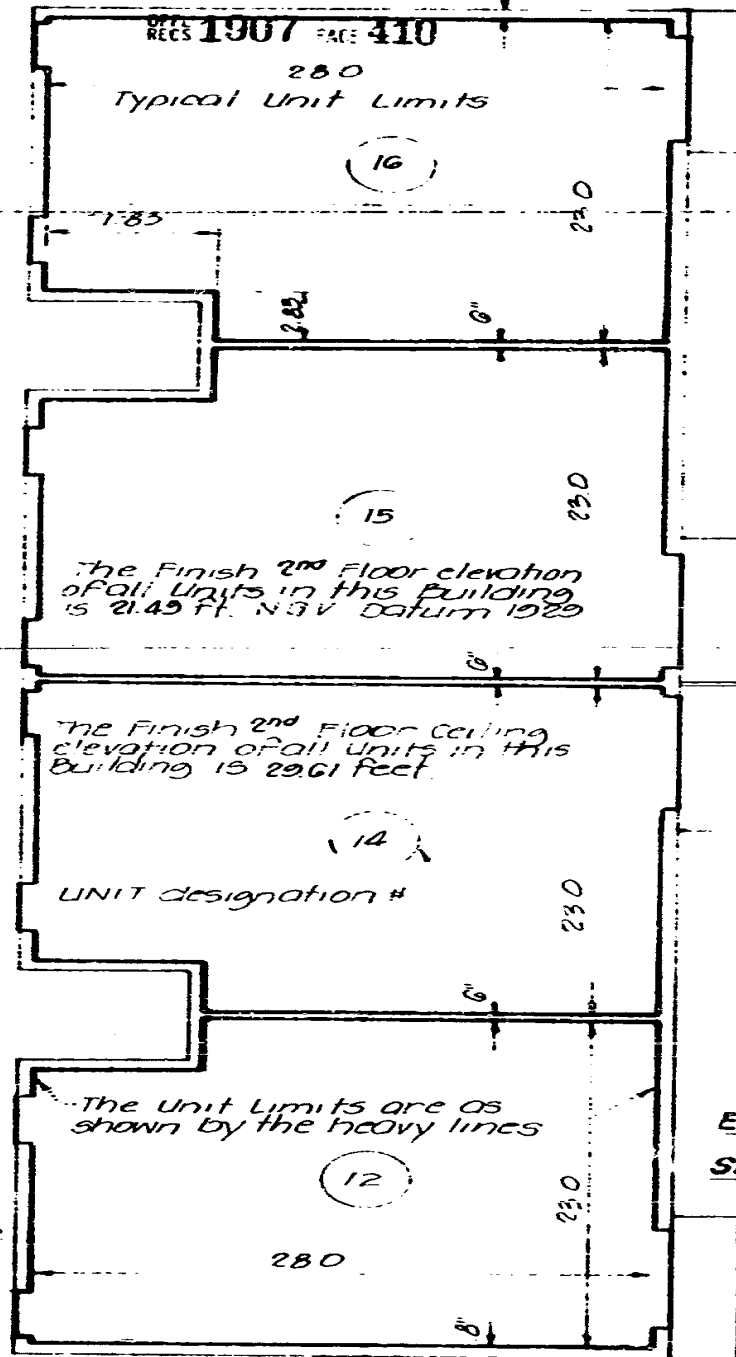
General Notes

1 All Corridors, walkways, balconies, stairs having access to the UNITS are common elements of the condominium

2 See SKETCH OF SURVEY for the location of this Building within the Condominium

3 See Typical Unit Plan 1 on Sheet 26 for the individual Unit Floor Plan of UNITS in this Building.

ALLEN ENGINEERING INC.
COCONA BEACH, FLORIDA



Typical 3' x 11' concrete balcony is a common element limited to the use of the adjacent unit.

EXHIBIT A
SHEET 12 OF 20

F-1 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 1

410

REF 1907 - 411

all corridors, walkways balconies, stairs
having access to the units are common
elements of the condominium

The unit lines are
as shown by the
heavy lines.

The English Floor
is built with
steel joists

The French 1st Floor ceiling elev is 1080" of all units within this building.

particular, it is not clear how many days are needed to get the

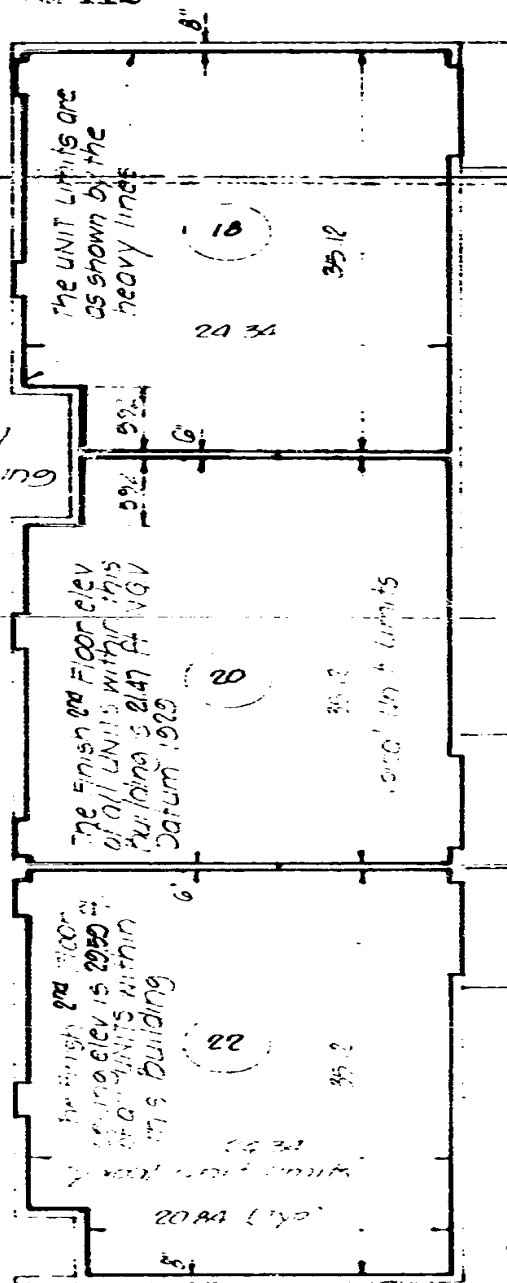
EXHIBIT A
SHEET 13 OF 29

ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

F-2 BUILDING 1ST FLOOR PLAN, TYPICAL UNIT 2

OFFICE 1987 PAGE 412

the common units are common elements of the condominium



the 3rd concrete balcony
to common elements limited
to the use of the adjacent Unit

EXHIBIT A
SHEET 14 OF 29

ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

F-2 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 2

412

OFFICE 1907 PAGE 413
RECS

F-3 BUILDING 1ST FLOOR PLAN, TYPICAL UNIT 2

OCEAN PARK CONDOMINIUM

OFFICE RECORDS 1907 PAGE 414 SOUTH

GENERAL NOTES:

1. The Finish 2nd Floor elevation of all Units within this Building is 2.46 Ft. N.G.S. Datum 1529.
2. The Finish 2nd Floor Ceiling Elevation of all Units within this Building is 20.60 Ft.
3. The UNIT limits are as shown by the heavy lines.
4. All areas within the Building, excepting the UNITS are common elements of the Condominium.
5. All corridors, walkways, stairs, balconies having access to the UNITS are common elements of the Condominium.
6. See TYPICAL UNIT 2 on sh. 27 for the individual Unit Floor Plan of UNITS within this Building.
7. See the SKETCH OF SURVEY for the location of this building within this Condominium.

The 3 x 12 Concrete balcony is a common element limited to the use of the adjacent Unit

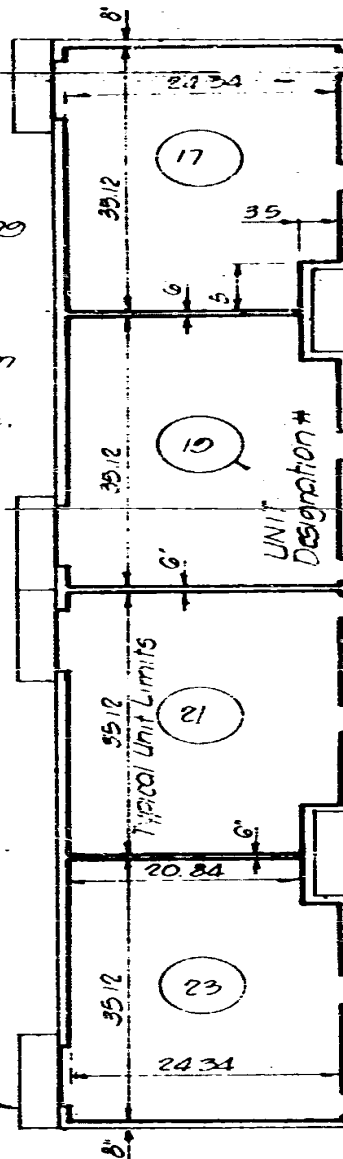


EXHIBIT 'A'
SHEET 16 OF 20

ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

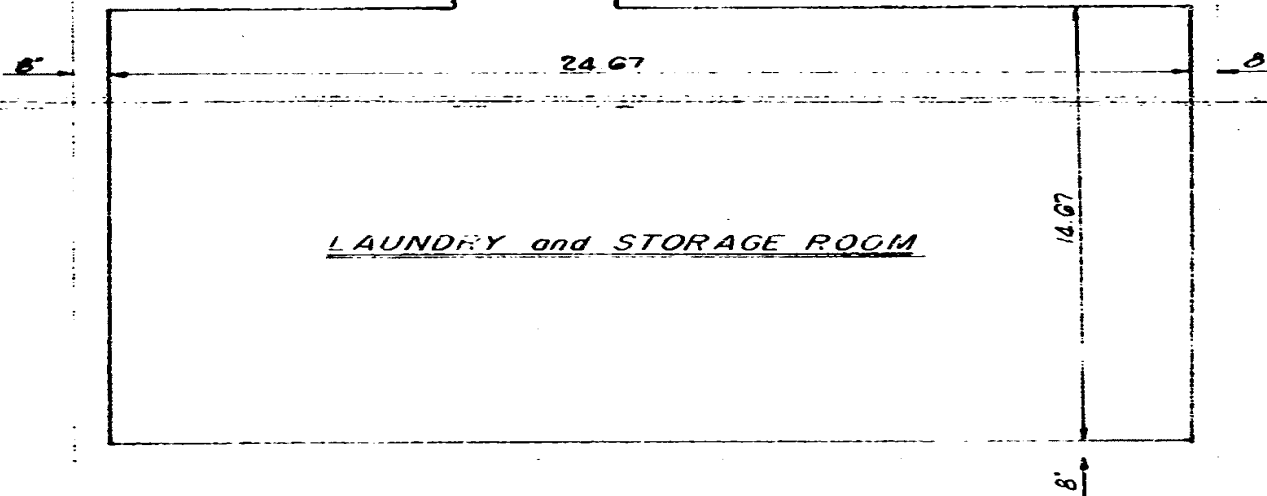
F-3 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 2

414

OCEAN PARK CONDOMINIUM

SOUTH

OFFICE
RECS 1907 PAGE 415



GENERAL NOTES:

1. The Use of this area is set forth in the DECLARATION
2. The Finish 1ST FLOOR Elevation of this Building is 11.87 feet based on N.G.V Datum of 1929.
3. The Finish 1ST Floor Ceiling Elevation of this Building is 20.0 ft.

F-4 BUILDING 1 FLOOR PLAN

UNIT F-24

ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

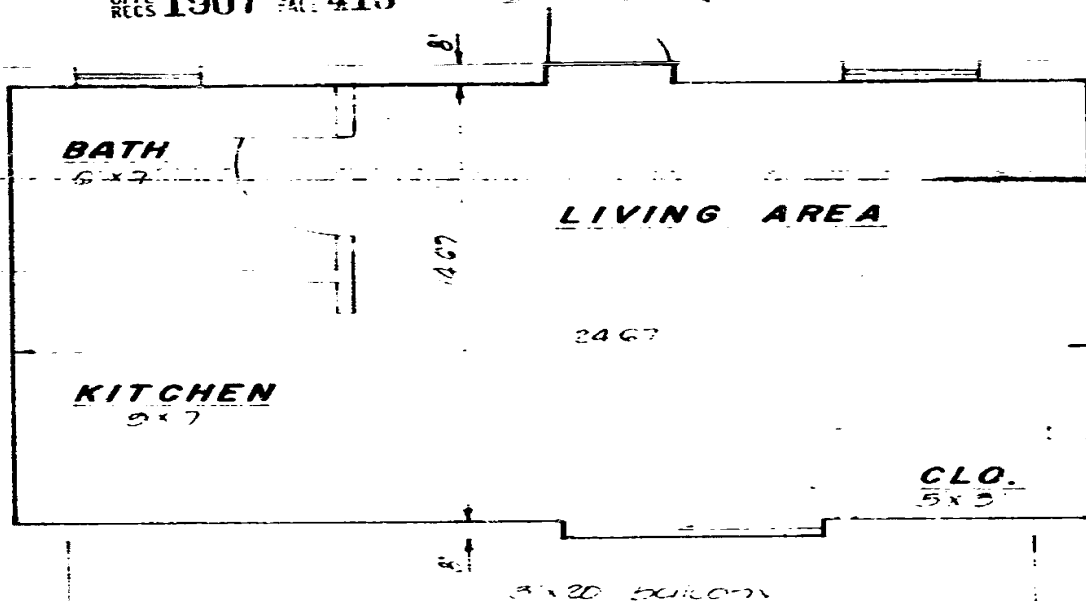
EXHIBIT A
SHEET 17 OF 20

14015

OCEAN PARK CONDOMINIUM

OFFICE RECS 1907 PAGE 416

SOUTH



GENERAL NOTES

1. All corridors, hallways, balconies, stairs having access to the units are common elements of the condominium.
2. See the sketch of survey for the location of this building.
3. The balcony shown is a common element limited to the use of this unit.
4. The finished 2nd floor elevation of this unit is 21.60 feet based on N.G.V. Datum of 1929.
5. The finished 2nd floor ceiling elevation of this unit is 22.12 ft.
6. The unit limits are as shown by the heavy lines.
7. The room sizes shown within the unit are representative and may vary by a small difference.

F-4 BUILDING 2 FLOOR PLAN

EXHIBIT A
SHEET 18 OF 19

1416

OCEAN PARK CONDOMINIUM

SOUTH

OFFICE 1907 PAGE 417
RECORD

GENERAL NOTES:

1. The Finish 1st Floor elevation of all Units within this Building is 11.70 ft. N.G.S. Datum 1929
2. The Finish 1st Floor Ceiling Eley. of all Units within this Building is 19.82 ft.
3. The UNIT limits are as shown by the heavy lines.
4. All areas within the Building excepting the UNITS are common elements of the Condominium
5. All corridors, walkways, stairs, balconies having access to the UNITS are common elements of the Condominium
6. SEE TYPICAL UNIT 2 on sheet 2 for the individual Unit Floor Plan of UNITS within this Building
7. See the SKETCH OF SURVEY for the location of this building within this Condominium

The 3' x 12' concrete Slab
is a common element limited
to the use of the adjacent Unit

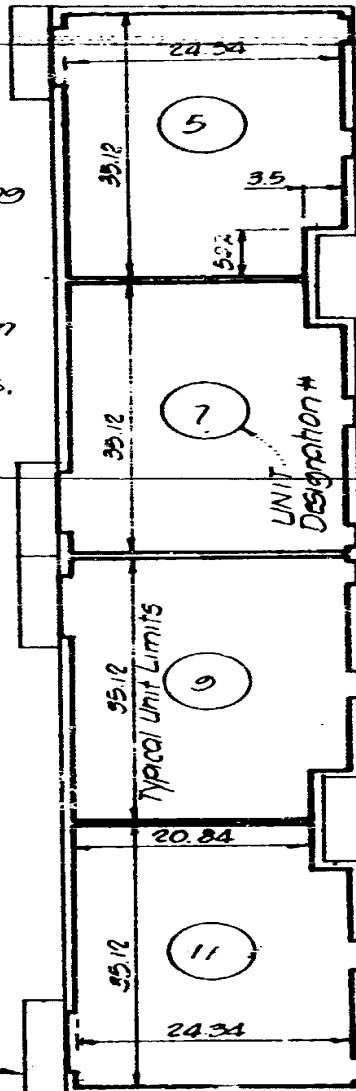


EXHIBIT 'A'

SHEET 10 OF 20

ALLEN ENGINEERING, INC.
OCCOON BEACH, FLORIDA

6-1 BUILDING 1st FLOOR PLAN, TYPICAL UNIT 2

1907

OCEAN PARK CONDOMINIUM

OFFICE RECS 1907 PAGE 418 SOUTH

GENERAL NOTES:

1. The Finish 2nd Floor elevation of all Units within this Building is 21.65 Ft. N.G.S. Datum 1929.
2. The Finish 2nd Floor Ceiling Elevation of all Units within this Building is 29.77 ft.
3. The UNIT limits are as shown by the heavy lines.
4. All areas within the Building excepting the UNITS are common elements of the Condominium.
5. All corridors, walkways, stairs, balconies having access to the UNITS are common elements of the Condominium.
6. See TYPICAL UNIT 2 on SH-27 for the individual Unit Floor Plan of UNITS within this Building.
7. See the SKETCH OF SURVEY for the location of this building within this Condominium.

The 3' x 12' concrete balcony is a common element limited to the use of the adjacent Unit

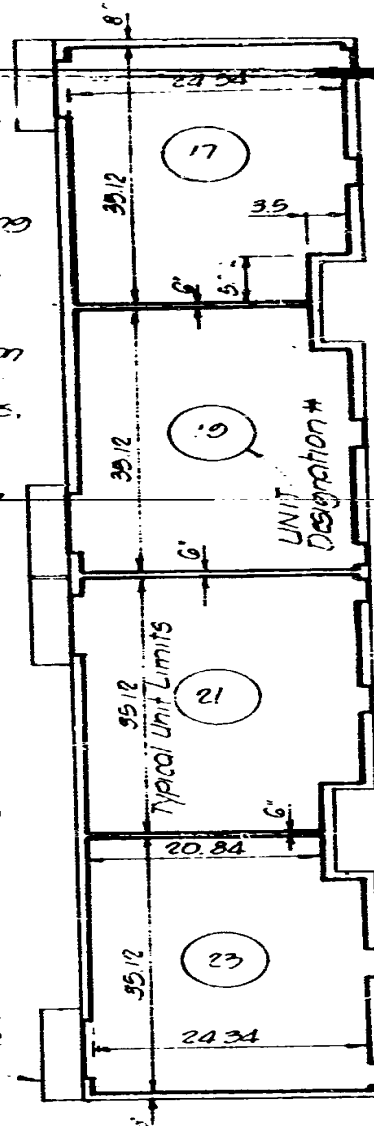


EXHIBIT 'A'
SHEET 10 OF 20

ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

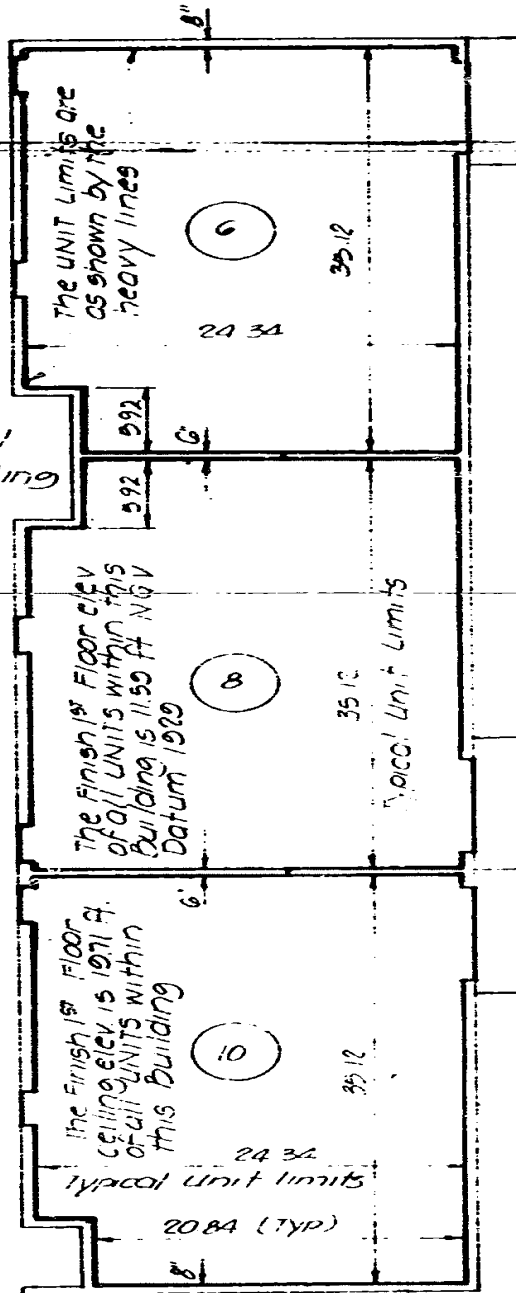
G-1 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 2

418

OCEAN PARK CONDOMINIUM

SOUTH

RECS 1907 PAGE 419



See TYPICAL UNIT 2 on Sheet 27 for individual Unit Floor Plan on Units within this Building

All areas within this Building excepting the Units are common elements of the Condominium

All corridors, walkways, balconies, stairs having access to the Units are common elements of the Condominium

EXHIBIT 'A'
SHEET 21 OF 29

ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

6-2 BUILDING 1st FLOOR PLAN, TYPICAL UNIT 2



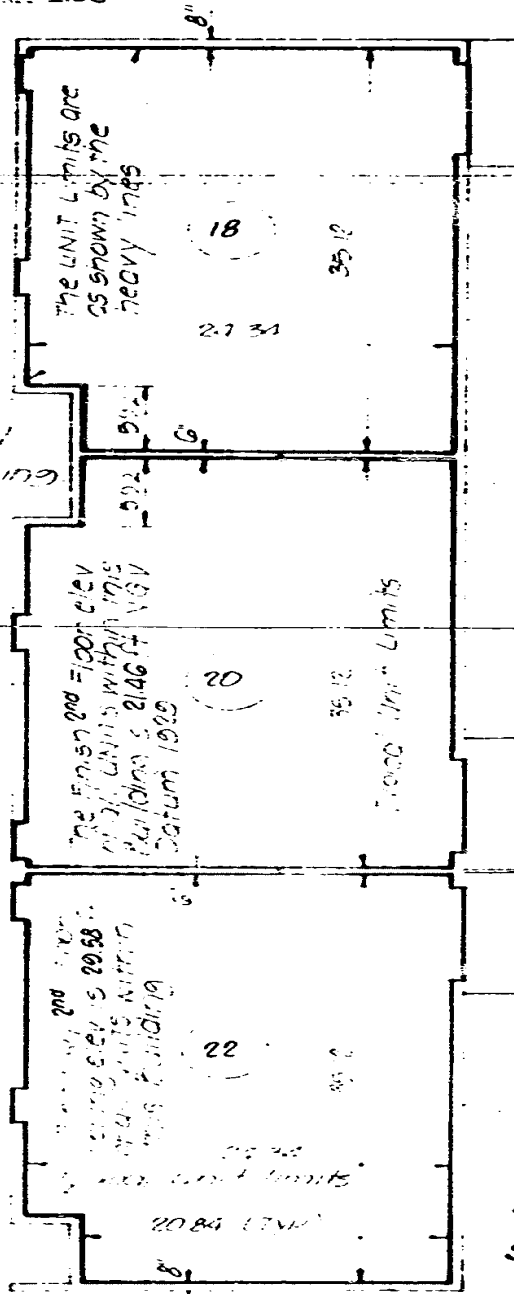
OCEAN PARK CONDOMINIUM SOUTH

OFFICIAL RECORDS 1907 PAGE 420

See TYPICAL UNIT 2 on
Sheet 27 for individual
Unit Floor Plan or
Units within this Building

All areas within this
Building excepting the
units are common
elements of the Condo-
minium

All entrances, hallways, balconies, stairs
having access to the units are common
elements of the Condominium



The concrete balcony
is a common element limited
to the use of the adjacent unit

EXHIBIT A
SHEET 22 OF 29

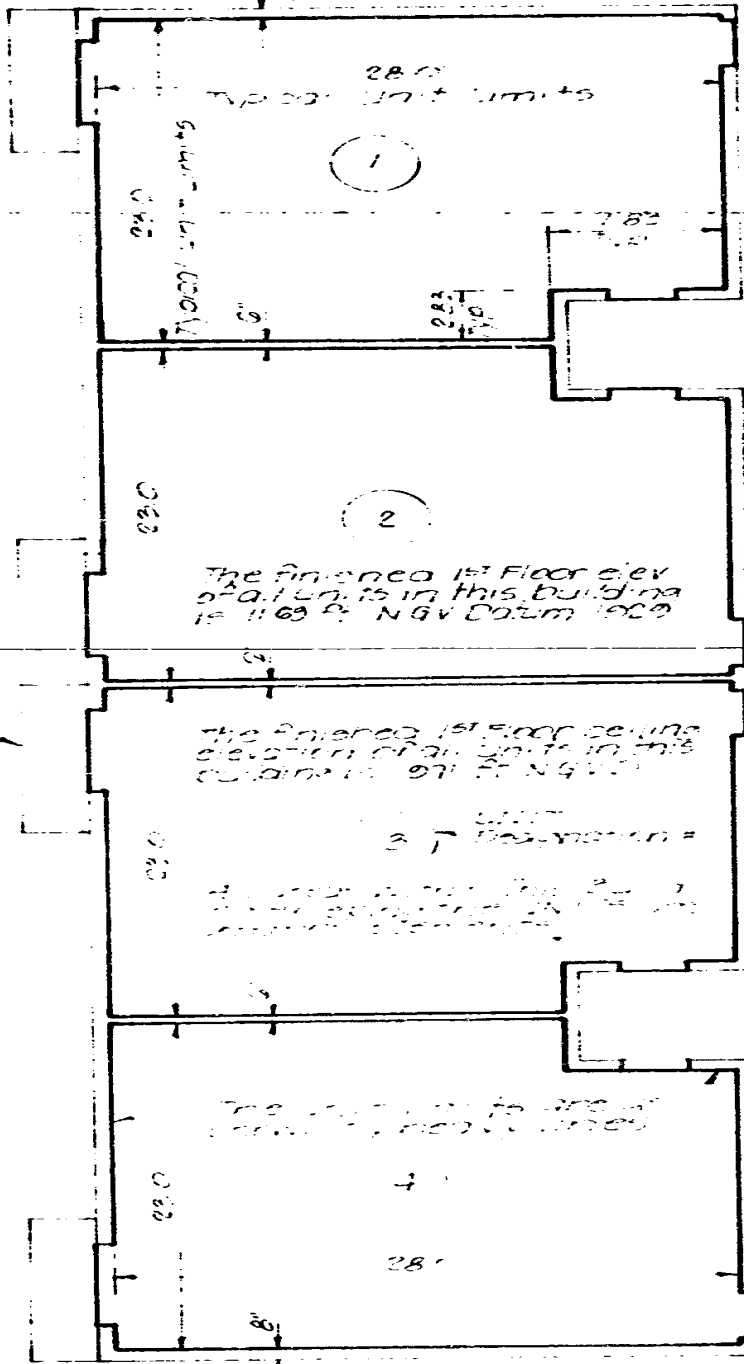
ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

G-2 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 2

OCEAN PARK CONDOMINIUM SOUTH

OFFICE RECS 1907 PAGE 421

See Note 1 on Sheet 25 for the location of the concrete stop.



2. See the sketch of survey for the location of this building within the condominium.
3. See typical unit plan on sheet 25 for the individual unit floor plan of units within this building.
4. All common areas, balconies, stairs, etc. are shown in the plan and are common to all units in the building.

EXHIBIT A
SHEET 23 OF 29

ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

G-3 BUILDING 1ST FLOOR PLAN, TYPICAL UNIT 1

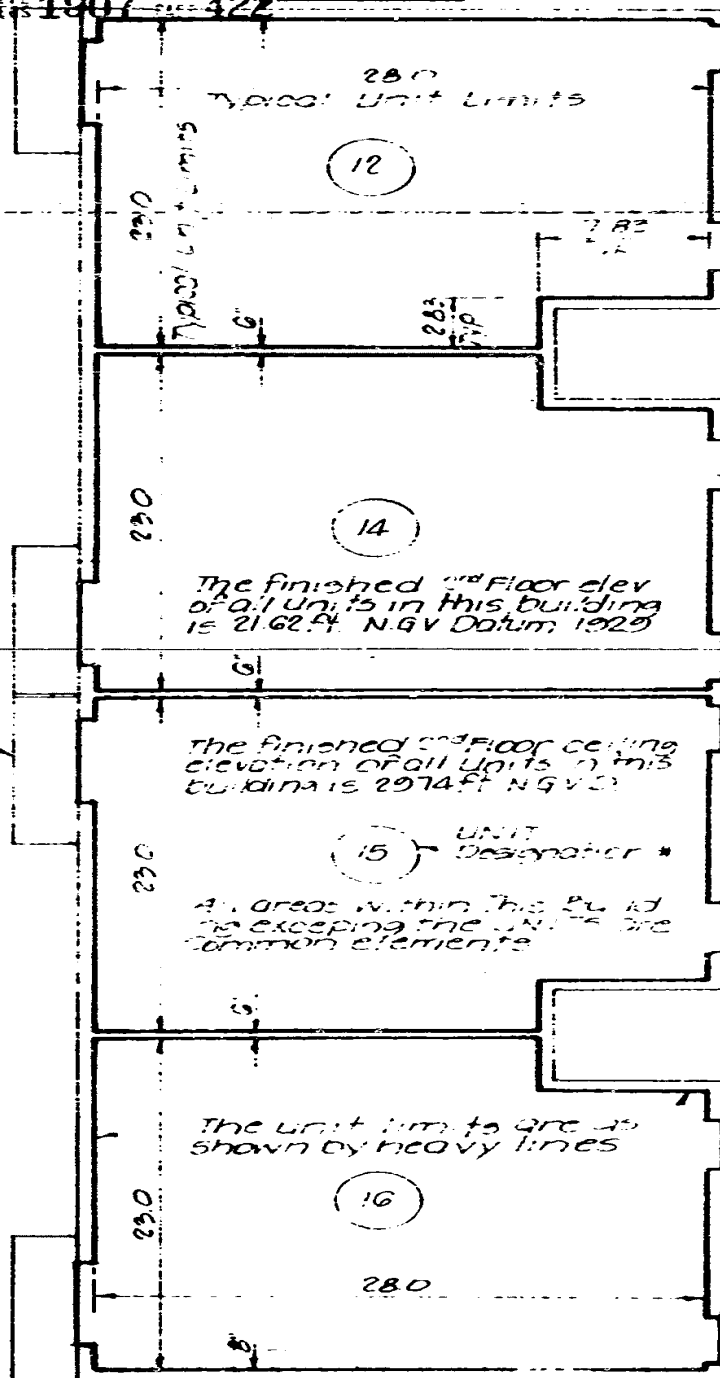
421

OCEAN PARK CONDOMINIUM

SOUTH

OFFICE
RECORDS 1907 422

Typical 3x11 concrete balcony
is a common element limited
to the use of the adjacent Unit.



General Notes

1. All corridors, walkways, balconies, stairs, and common areas to the units are common elements of the condominium.
2. See the sketch of survey for the location of this building within the condominium.
3. See Typical Unit Plan on sheet 26 for the individual unit floor plan or units within this building.

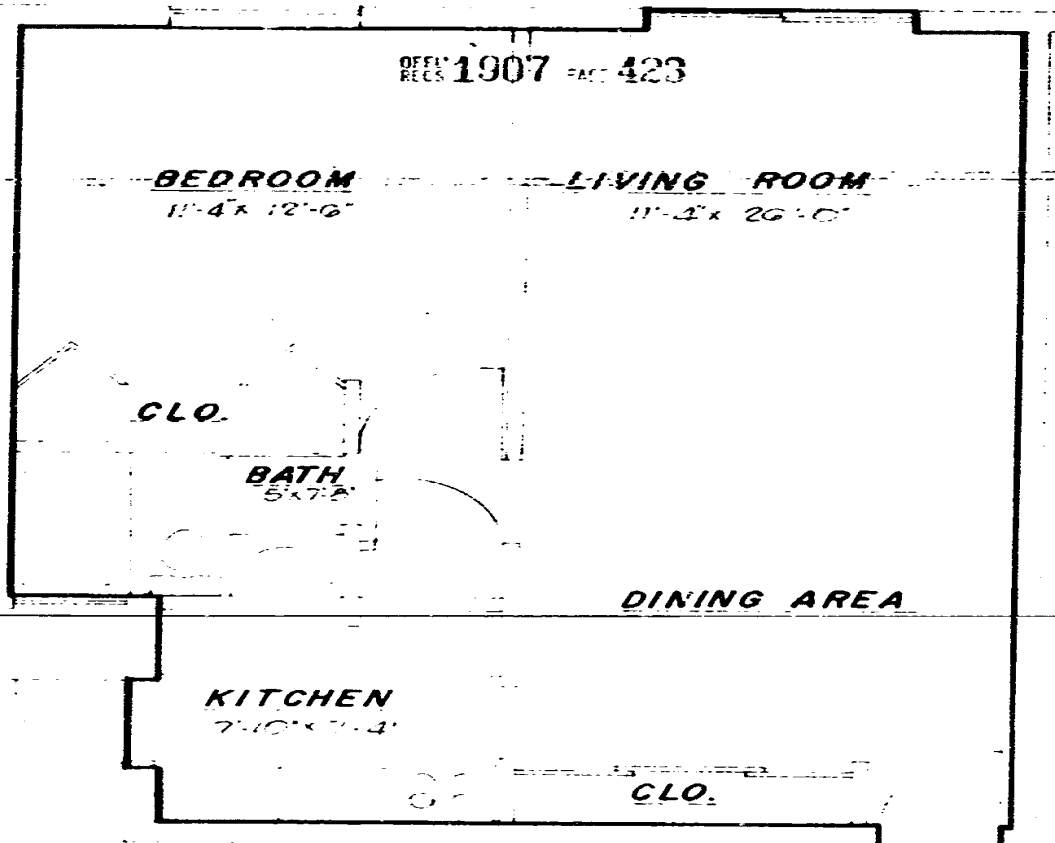
EXHIBIT A
SHEET 24 OF 20

ALLEN ENGINEERING INC.
OCFCA BEACH, FLORIDA

G-3 BUILDING 2ND FLOOR PLAN, TYPICAL UNIT 1

1422

OCEAN PARK CONDOMINIUM
SOUTH



TYPICAL UNIT 1, FIRST FLOOR

SURVEYORS' NOTES:

1. THE FLOOR PLAN SHOWN IS TYPICAL OF THE UNITS ON THE FIRST FLOOR OF BUILDING E-1, BUILDING D-1, BUILDING C-1.
2. SOME OF THE UNITS IN THE BUILDINGS ABOVE ARE REVERSE OR MIRROR IMAGE OF THE PLAN SHOWN.
3. THE ROOM SIZES ABOVE SHOW THE BASIC ROOM SIZE OF ROOMS WITHIN THE UNIT. THESE SIZES ARE REPRESENTATIVE AND MAY VARY BY A SMALL DIMENSION WITHIN THE BUILDINGS.
4. THE DOOR AND WINDOW OPENINGS MAY VARY WITHIN THE UNITS.
5. THE STOOD ADJACENT TO THE INDIVIDUAL UNIT THAT LIES OFF OF THE LIVING AREA IS A COMMON ELEMENT LIMITED TO THE USE OF THAT UNIT.

EXHIBIT A

SHEET 25 OF 20

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA



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OFFICE 1907 - PAGE 424 SOUTH

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ALLEN ENGINEERING
COCOA BEACH, FLORIDA

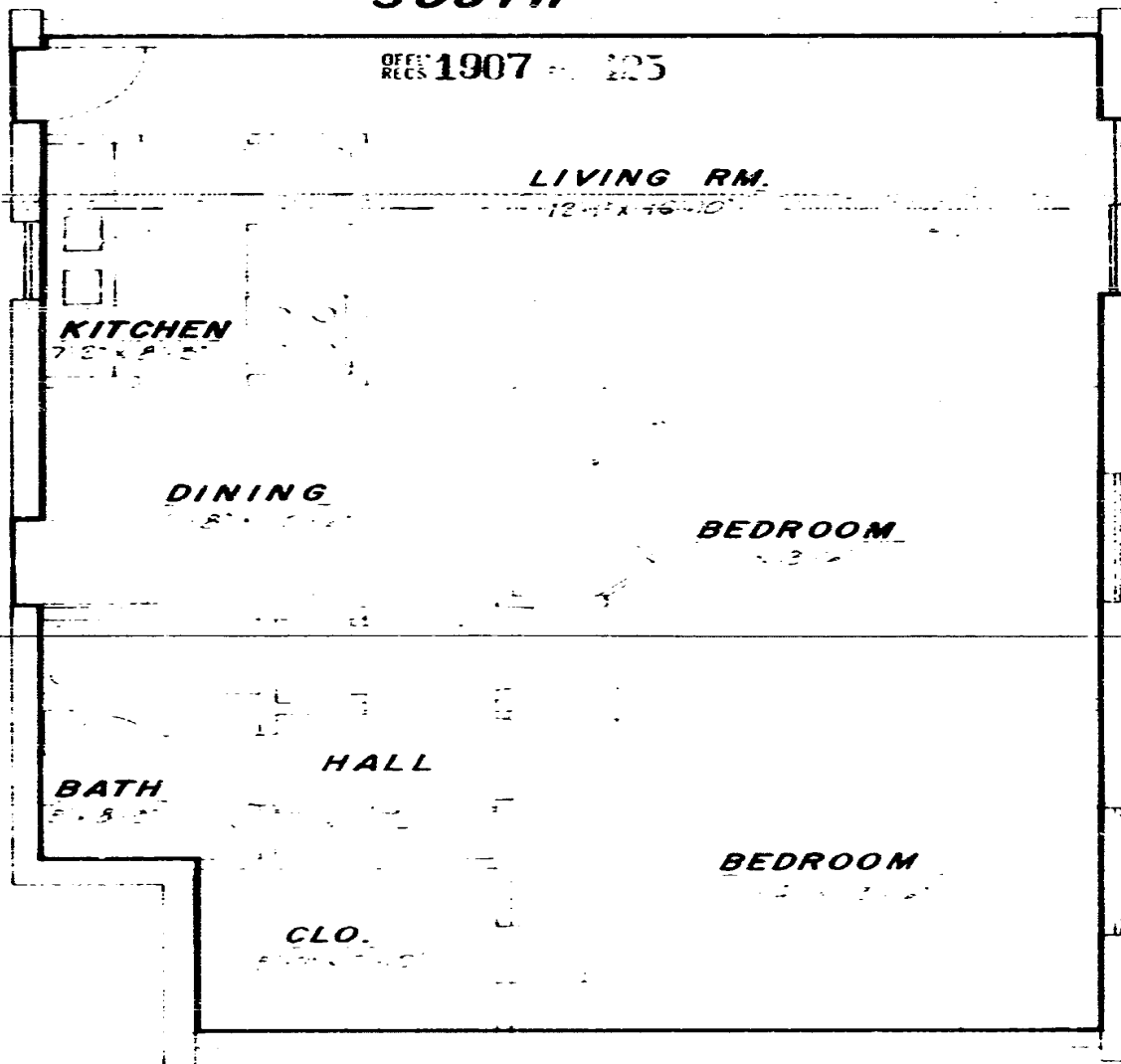
EXHIBIT A

SHEET 26 OF 29



OCEAN PARK CONDOMINIUM SOUTH

OFFICE RECS 1907 - 125



TYPICAL UNIT 2

SURVEYORS' NOTES:

1. THE FLOOR PLAN OF UNIT 2 IS TYPICAL OF THE UNITS WITHIN BUILDING E-1, BUILDING E-2, BUILDING E-3, BUILDING E-4, BUILDING E-5, BUILDING E-6, BUILDING E-7, BUILDING E-8, BUILDING E-9 AND BUILDING E-10.
2. SOME OF THE UNITS IN THE BUILDINGS ABOVE ARE REVERSE OR MIRROR IMAGE OF THE PLAN SHOWN.
3. THE ROOM SIZES ABOVE SHOW THE BASIC ROOM SIZE OF ROOMS WITHIN THE UNIT. THESE SIZES ARE REPRESENTATIVE AND MAY VARY BY A SMALL DIFFERENCE WITHIN THE BUILDINGS.
4. THE DOOR AND WINDOW OPENINGS MAY VARY WITHIN THE UNITS.
5. THE STOOP OR BALCONY ADJACENT TO THE INDIVIDUAL UNIT THAT LIES OFF TO THE LIVING AREA IS A COMMON ELEMENT LIMITED TO THE USE OF THAT UNIT.

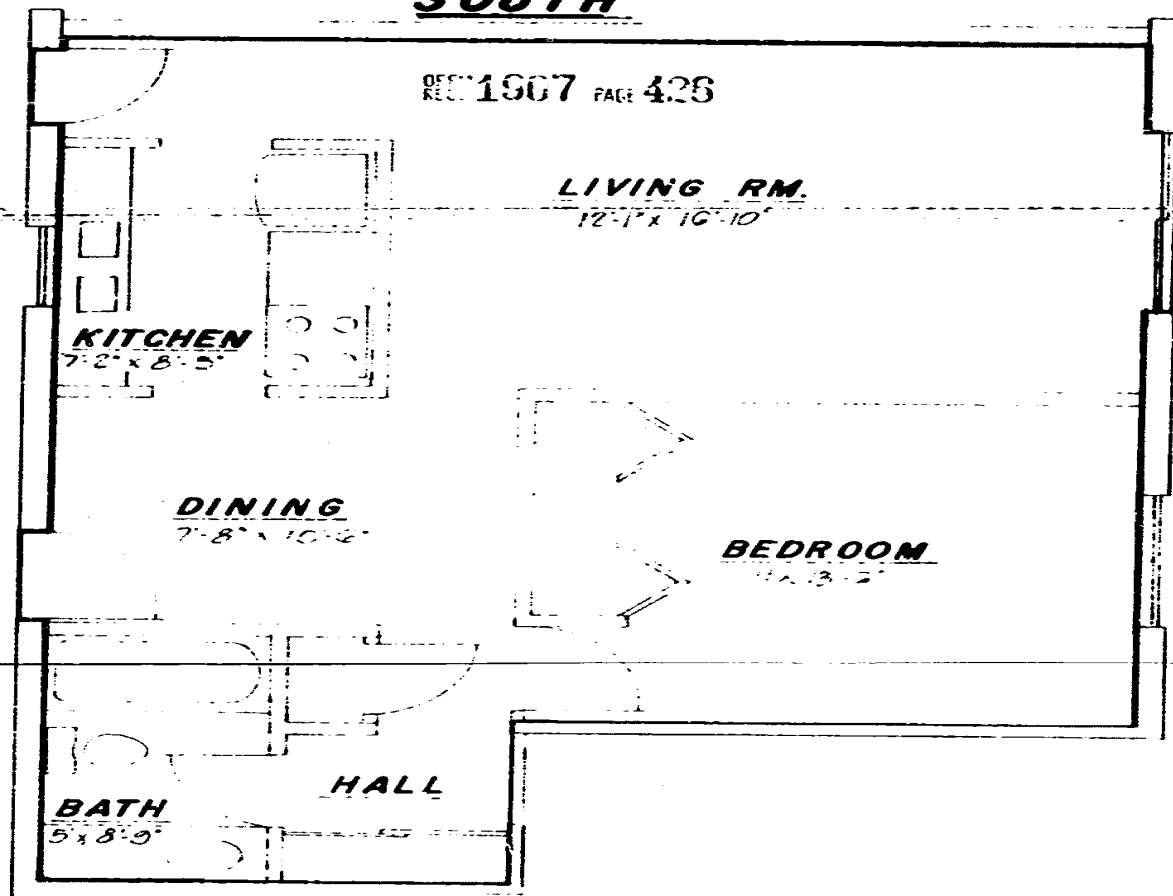
EXHIBIT A
SHEET 27 OF 29

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

425

OCEAN PARK CONDOMINIUM SOUTH

REC 1967 PAGE 426



UNIT 9 IN BUILDING E-3

SURVEYORS NO. 1

1. THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
2. THE ROOM DIMENSIONS ARE APPROXIMATE AND MAY VARY FROM THE ACTUAL DIMENSIONS.
3. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS OR THE LOCATION OF THE UNIT IN THE BUILDING.

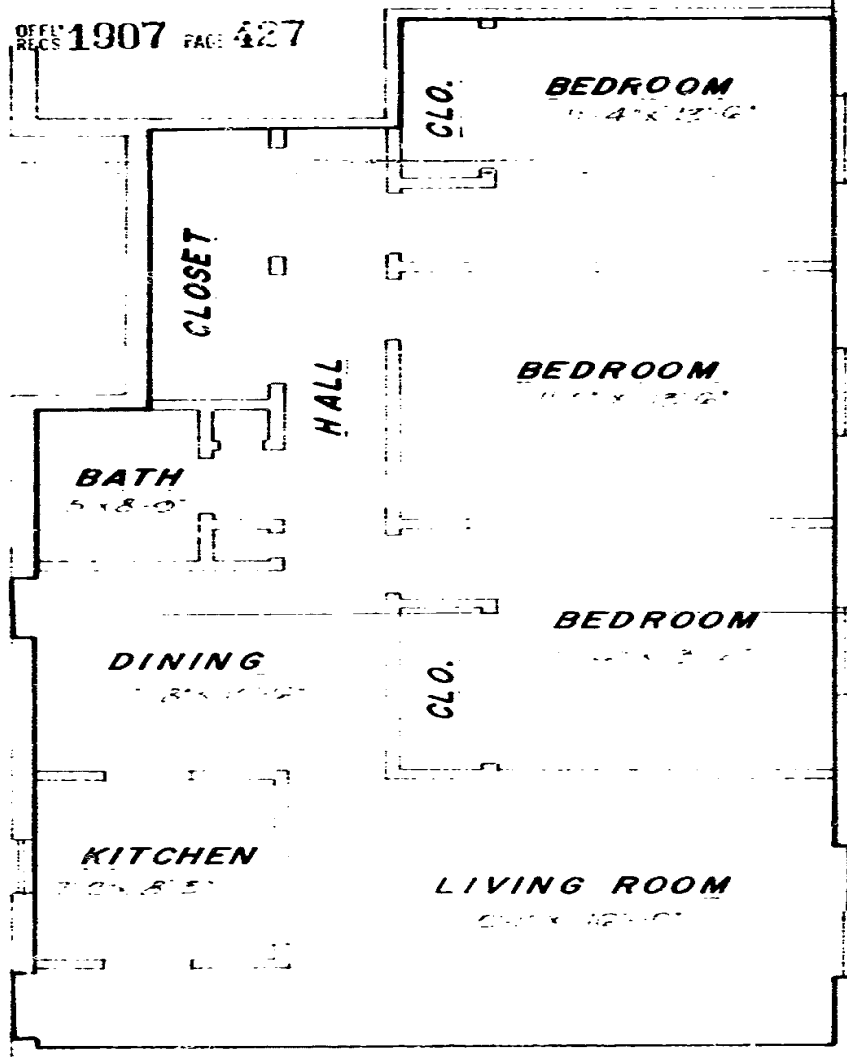
ALLEN ENGINEERING INC.
COCOA BEACH, FLORIDA

EXHIBIT A
SHEET 28 OF 29



OCEAN PARK CONDOMINIUM SOUTH

OFFICE RECS 1907 PAGE 427



UNIT 11 IN BUILDING E-3

CONVEYANCE NOTES:

1. THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN.
2. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.
3. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.

ALLEN ENGINEERING INC
COCOA BEACH, FLORIDA

EXHIBIT A
SHEET 29 OF 29



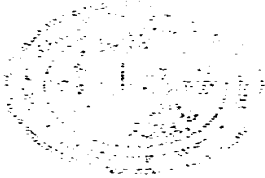
State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of OCEAN PARK OWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 23, 1978, as shown by the records of this office.

The charter number for this corporation is 742177.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 24th day of March, 1978.



Gene A. Smathers
SECRETARY OF STATE

CERTIFICATE

ARTICLES OF INCORPORATION
OF
OCEAN PARK OWNERS' ASSOCIATION, INC.
(A Corporation not for profit)

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

ARTICLE I

The name of the proposed corporation shall be:
OCEAN PARK OWNERS' ASSOCIATION, INC.

ARTICLE II

The purposes and objects of the corporation shall be to ~~administer the operation and management of a condominium to be~~ established hereunder by: OCEAN PARK DEVELOPMENT, INC., a Florida corporation, hereinafter in these articles referred to as the "Developer", the condominium apartment complex to be established in accordance with the laws of the State of Florida upon that certain real property situate, lying and being in Brevard County, Florida, to-wit:

Lots 1 through 8 and the East 25 feet of Lot 12, together with Lots 13 through 16 all in Block 53 of Avon-By-The-Sea, according to the Plat thereof recorded in Plat Book 3 at Page 7 of the Public Records of Brevard County, Florida.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Condominium which will be recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted to plans of condominium ownership and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium.

The Corporation shall be conducted as a non-profit organization for the benefit of its members.

These Articles of Incorporation shall not constitute notice to anyone, regardless of whether a copy of these Articles of Incorporation shall be recorded in the Public Records of Brevard County, Florida, of any right, title or interest in the aforesaid land by or on the part of this Corporation, and these Articles of Incorporation shall not encumber the aforesaid land in any manner.

ARTICLE III

The Corporation shall have the following powers:

1. It shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida including the Condominium Act, Chapter 718, of the Florida Statutes.
2. It shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:
 - a. To make and establish reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in said Declaration of Condominium.

B. To levy and collect assessments against members of the Corporation to defray the common expenses of the condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium, which may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

C. To maintain, repair, replace, operate and manage the condominium and the property comprising same, including the right to reconstruct improvements after casualty, and to make further improvements of the condominium property.

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

E. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as the same may be hereafter established.

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

G. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon

the Corporation pursuant to said Declaration of Condominium or the Statutes of the State of Florida.

ARTICLE IV

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

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

2. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any apartment unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment units, or who may own a fee ownership interest in two or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

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

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one apartment unit, such member shall be entitled

to exercise or cast as many votes as he owns apartment units, in the manner provided by the said By-Laws.

5. The Developer shall retain control of the Corporation and shall be entitled to elect all members of the Board of Administration thereof until the Developer has conveyed title to 15 percent of the apartment units to the initial purchasers thereof; at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration.

Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration as follows:

- (a) Three (3) years after sales by the Developer have been closed on 50 percent of the apartment units; OR
- (b) Three (3) months after sales have been closed by the Developer on 75 percent of the apartment units; OR
- (c) When all of the apartment units have been completed and some of them have been sold, and none of the others are being offered for sale in the ordinary course of business, whichever shall first occur.

In the event that none of the foregoing conditions as stated in subparagraphs (a), (b) and (c) inclusive hereinabove shall occur before June 30, 1980, the Developer shall turn over control of the Corporation to the members of the Corporation and, thereupon, the members of the Corporation shall be entitled to elect all of the members of the Board of Administration on June 30, 1980.

ARTICLE V

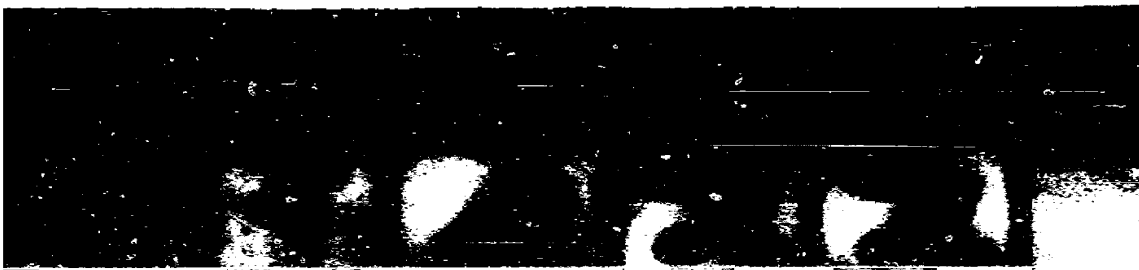
The Corporation shall have perpetual existence.

ARTICLE VI

The principal office of the Corporation shall be located at 333 Taylor Avenue, Cape Canaveral, Florida, 32922, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

ARTICLE VII

The affairs of the Corporation shall be administered by the President of the Corporation assisted by the Vice President,



Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Administration. The Board of Administration, or the President, with the approval of the Board of Administration, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a member of the Board of Administration or officer of the Corporation.

ARTICLE VIII

The affairs of the Corporation shall be managed by the Board of Administration. The first Board of Administration of the Corporation shall consist of three (3) members as named herein. The number of members of succeeding Boards of Administration shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Administration shall be elected by the members of the Corporation at the annual meeting of the membership as provided by the By-Laws of the Corporation, and each member of the Board of Administration shall be a member of the Corporation or shall be an authorized representative of a member corporation or of any legal entity which is an owner member. The members of the Board of Administration named in these Articles will serve until their successors have been elected and qualified and so long as the Developer is entitled to elect any Board members, such Board Members as the Developer is entitled to elect shall be elected by the Board of Directors of the Developer.

ARTICLE IX

The Board of Administration shall elect a President, Vice President, Secretary and Treasurer, or Secretary/Treasurer, and as many additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration, but no other officer needs to be a Board member. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the President and

Vice President shall hold no other office.

ARTICLE X

The names and post office addresses of the members of the first Board of Administration who, subject to the provisions of these Articles, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified are as follows:

<u>Name</u>	<u>Address</u>
Leon M. Newman	333 Taylor Avenue Cape Canaveral, FL 32922
M. A. deHaan	333 Taylor Avenue Cape Canaveral, FL 32922
Thomas R. Russell	333 Taylor Avenue Cape Canaveral, FL 32922

ARTICLE XI

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Administration of the Corporation, the names of the subscribers and their respective post office addresses being more particularly set forth in Article X above.

ARTICLE XII

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

PRESIDENT	LEON M. NEWMAN
VICE PRESIDENT	M. A. deHAAN
SECRETARY	THOMAS R. RUSSELL
TREASURER	THOMAS R. RUSSELL

ARTICLE XIII

The original By-Laws of the Corporation shall be adopted by the Board of Administration, and thereafter such By-Laws may be altered or rescinded by a two-third (2/3) vote of the Members.

ARTICLE XIV

Every Board member and every officer of the Corporation shall be indemnified by the Corporation against all expenses and

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

ARTICLE XV

These Articles may be amended in either of the following manners:

1. So long as the Developer is entitled to elect a majority of the members of the Board of Administration as provided in the Declaration of Condominium establishing the Condominium project which will be administered by this Corporation, the Developer may amend these Articles of Incorporation by a majority vote of the Board of Administration.

2. After the owner members of the Corporation have become entitled to elect a majority of the Board of Administration as provided herein, any amendment to these Articles of Incorporation must be approved as follows:

(a) An amendment may be proposed by the Board of Administration of the Corporation acting upon a vote of the majority of the members of the Board of Administration, or it may be proposed by members of the Corporation owning a majority of the apartment units in the condominium, whether meeting as members or

by instrument in writing signed by them.

(b) Upon any amendment being proposed by said Board of Administration or members, such proposed amendment shall be transmitted to the President of the Corporation who shall thereupon call a Special Meeting of the members of the Corporation, for a date, not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, postage thereon prepaid.

(c) Any member may, by written waiver of notice signed by such member, waive such notice. Such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

(d) At the special meeting, the amendment must be approved by an affirmative vote of not less than 75 percent of the members in order for such amendment to become effective. Thereupon, the amendment shall be transcribed and certified in such form as is necessary to register the same with the Secretary of State of Florida; and upon the registering of same, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date the amendment was registered.

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

3. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles shall be made, adopted or become effective without the prior written consent to such amendment having been first obtained from the Developer, until the Developer shall have sold and conveyed title to at least 90 percent of the apartment units, or until the Developer voluntarily terminates its control of the Corporation, or until June 30, 1980, whichever first occurs.

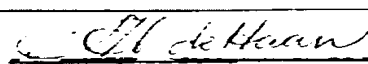
ARTICLE XVI

The name and address of the Resident Agent of this Corporation is as follows: Leon M. Newman, 333 Taylor Avenue, Cape Canaveral, FL 32922.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 15th day of March, 1978.


LEON M. NEWMAN

(L.S.)


M. A. deHAAN

(L.S.)


THOMAS R. RUSSELL

(L.S.)

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared LEON M. NEWMAN, M. A. deHAAN, and THOMAS R. RUSSELL, who being first duly sworn by me, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 15th day of March, 1978.


NOTARY PUBLIC

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires Sept. 27, 1978
Bonded by American Fire & Casualty Co.

BY-LAWS OF

OCEAN PARK OWNERS' ASSOCIATION, INC.

(A Corporation Not for Profit)

1. IDENTITY:

These are the By-Laws of the OCEAN PARK OWNERS' ASSOCIATION, INC., a corporation not for profit, existing under the laws of the State of Florida. The Articles of Incorporation of OCEAN PARK OWNERS' ASSOCIATION, INC. were filed in the Office of the Secretary of State of Florida.

OCEAN PARK OWNERS' ASSOCIATION, INC. has been organized for the purpose of administering the operation and management of OCEAN PARK CONDOMINIUM SOUTH, a Condominium project which will be established in accordance with the Condominium Act of the State of Florida on the real property described in Article II of the Articles of Incorporation of the Association (Exhibit "B" to the Declaration of Condominium), which real property is located in the City of Cape Canaveral, Brevard County, Florida.

This Condominium project includes three (3) two (2) story apartment buildings, containing a total of sixty-eight (68) apartment units and other appurtenant improvements.

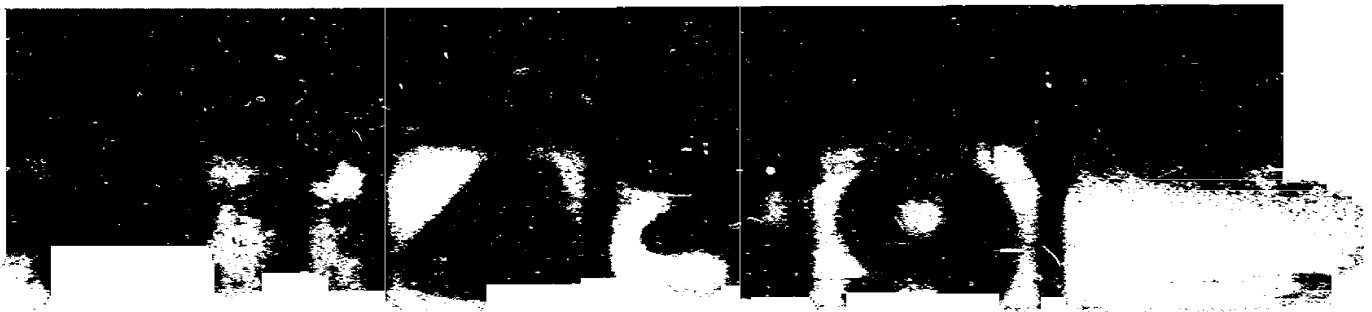
A. The provisions of these By-Laws are applicable to the condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium, which is to be recorded in the Public Records of Brevard County, Florida. The terms and provisions of the Articles of Incorporation or the Declaration of Condominium are to be controlling wherever either or both of them may be in conflict with any provision of these By-Laws.

B. All present or future owners, tenants, or their employees, or any other person who might use the condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Articles of Incorporation and the Declaration of Condominium.

C. The mere acquisition or rental of any of the apartment units of the condominium, or the mere act of occupancy of any of the units will signify that these By-Laws, the Charter provisions, and the regulations in the Declaration of Condominium are accepted, ratified and will be complied with by all persons occupying or using any of the units or common elements.

D. The fiscal year of the Association shall be the calendar year unless the Board of Administration shall designate a different fiscal year.

E. The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not for profit" and the year "1978", an impression of which seal is as follows:



F. The office of the Association shall be:

333 Taylor Avenue, Cape Canaveral, Florida

until such time as the Board of Administration designates a different location for the office.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

B. A quorum for all meetings of members of the Association shall consist of that number of members entitled to cast a majority of the votes of the entire membership of the Association.

C. The vote of the owners of an apartment unit owned by more than one person or by a corporation or other entity shall be cast by this person to be named in a written notice filed by all of the owners of the apartment unit, or by the authorized representative of the corporation or other entity owning an apartment unit, which notice shall be filed with the Secretary of the Association. Such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting. Proxies must be in writing and in a form similar to one to be provided by the Association upon request by an owner and which, in any event, shall be included with each notice of a meeting of the members of the Association.

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

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERS

A. The annual meeting of members shall be held at a place specified in the notice of the meeting, at:

2:00 o'clock P. M. on the second Saturday in the month of September

of each year for the purpose of electing the Board and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

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B. Special meetings of members shall be held whenever called by the President or Vice President, or by a majority of the Board, and must be called by the President upon receipt of a written request therefor from members owning a majority of the apartment units. This notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the vote present, counting proxy votes.

C. Notice of all meetings of members, regular or special, shall be given by an officer of the Association in accordance with the call for that meeting to each member unless such notice is waived in writing. The notice shall be written and shall set the time and place of, and the object for which the meeting has been called. Such notice shall be posted

on the Condominium Bulletin Board in the Office

at least fourteen (14) days prior to the date of the said meeting. In addition to the posting of said notice, each member shall be given not less than fourteen (14) days written notice of each such meeting. Such notice shall be presented personally to the member or shall be mailed to the member at the post office address of the member as it appears on the records of the Association. Proof of delivery or mailing of such notice shall be given by affidavit of the person so delivering or mailing the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and said waiver may be made through proxy of the member. All such waivers of notice shall be filed in the records of the Association.

D. If any called meeting of members cannot be held because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

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

- (i) Calling of the roll and certifying of proxies
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment of Chairman of Inspectors of Election
- (vii) Election of Board Members
- (viii) Unfinished business
- (ix) New business
- (x) Adjournment

G. Meetings of the members shall be held at such place as may be designated in the notice of the meeting.

4. BOARD OF ADMINISTRATION AND OFFICERS

The Board of Administration shall initially consist of three (3) members. After the individual condominium unit owners shall become eligible to elect, and shall have elected, a majority of the members of the Board, as provided in the Declaration, the number of the members of the Board may be increased by act of the Board to a number not to exceed nine (9), and in that event, the new members of the Board of Administration who the

Individual condominium unit owners are entitled to elect shall be elected by them at a special meeting of the members, to be called by the Board, and the Developer shall name and designate such additional board members as the Developer may be entitled to designate and name at that time, if any.

A. Term of Office. Each Board Member shall serve for a term of one (1) year or until his successor has been elected as provided herein, unless such member shall resign, become incapacitated or shall die, in which event his membership shall terminate upon the happening of said event. Resignation shall become effective when delivered to the Secretary. All of the members of the Board of Administration shall be elected at the annual meeting of the members. Any member of the Board may be removed from office by the affirmative vote of a majority of the members voting at any duly called meeting of the members. Membership of a Board member shall terminate upon conveyance of title to such member's last unit.

B. Successor Board Members.

(i) The successor to any member who shall be removed from office shall be elected by the members of the Association at the meeting of the members at which such board member was removed from office, and the Board member so elected shall serve for the remainder of the term of the board member who was removed.

(ii) The successor to any board member who shall die, resign, become otherwise unable to serve or who shall convey title to such member's last unit, shall be elected by the remaining members of the Board of Administration to serve for the balance of the term of the said Board Member.

C. The number of Board Members to be elected shall be stated by the Chairman at the meeting of the members at which an election of Board Members is to take place, and ballots providing for the writing in of the names of the number of Board Members so designated by the Chairman shall be distributed to the members for voting. Cumulative voting shall not be permitted, and no member may vote more than once for any single Board Member. The persons receiving the highest number of votes shall be elected Board Members. Nominations may be made by members prior to the election and each person so nominated may make a speech not to exceed five (5) minutes in duration prior to the election. However, it shall not be necessary for a person to be nominated in order to be elected a Board Member. No person shall be elected a Board Member who is not a member of the Association or a designated representative of a corporation or other entity which is a member of the Association.

D. The annual organizational meeting of the Board shall be held immediately following the adjournment of the annual meeting of members of the Association. However, if a quorum is not present at that time, the members of the Board who are present for the annual organizational meeting shall designate a time and place for the holding of the annual organizational meeting, which meeting shall be held within ten (10) days thereafter.

E. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least four (4) such meetings shall be held during each fiscal year.

F. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of a majority of the Board. No less than three (3) days' notice of a meeting shall be given to each Board Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

G. Notice of Meetings. Except in cases of emergency, notice of all meetings of the Board of Administration shall be posted on the Condominium Bulletin Board in the Office at least forty-eight (48) hours in advance of the time of the meeting.

H. The officers of the Association shall be elected annually by the Board of Administration at the organizational meeting of each new Board, and shall serve for the ensuing year or until their successors shall be elected. Each such officer so elected shall hold office at the pleasure of the Board, and any officer may be removed from office by a vote of a majority of the Board Members, either with or without cause, and his successor shall be elected at the meeting at which the officer has been removed from office.

I. Waiver of Notice. Any Board Member may waive individual notice of any special meeting and such waiver shall be deemed equivalent of giving individual notice. However, except in cases of emergency, no Board Member may waive the posting of notice of the Board's meeting as required herein. Attendance by a Board Member at a meeting of the Board shall constitute waiver of individual notice to that Board Member of the time and place of that meeting.

J. All meetings of the Board shall be open to all unit owners and members of the Association.

K. Board Members and Officers' fees, if any, shall be determined by the members of the Association.

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

(i) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association, subject to the right of the members of the Association to change such assessments as provided in these By-Laws.

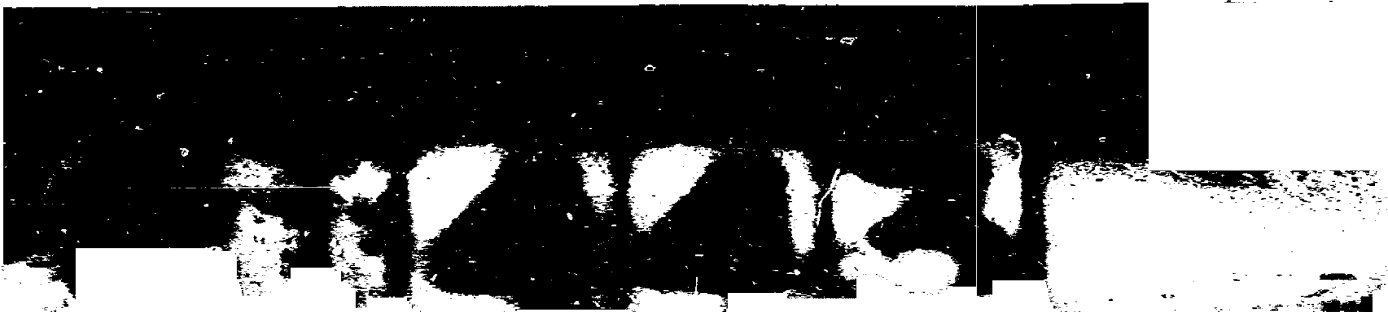
(ii) The maintenance, repair, replacement, operation and management of the condominium, wherever the same is required, to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty, and further improvements of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration.

(v) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in operating and managing the condominium, and in accomplishing the purposes set forth in the Declaration.



(vii) To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have the approval of the members.

(viii) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and any regulations hereinafter promulgated governing the use of the property in the condominium.

(ix) To pay all taxes and assessments which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens.

(x) To carry insurance for the protection of the members and the Association against casualty and liability.

(xi) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units; and

(xii) To employ personnel to perform the services required for proper administration of the Association.

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

5. OFFICERS

A. All officers shall be elected by the Board. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President shall be a member of the Board of Administration. The Board Members may appoint an assistant secretary, an assistant treasurer, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be combined by action of the Board.

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

C. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

D. The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the Board, send out all notices of meetings and perform such other duties as may be directed by the Board and President. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

6. FISCAL MANAGEMENT

Fiscal management will be as set forth in the Declaration, supplemented by the following:

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

(1) Current expense, which will cover anticipated operating expenditures within the fiscal year for which the budget is made. This account may include an operating reserve not to exceed fifteen percent (15%) of the total projected annual common expenses for each fiscal year. Any balance in this account at the end of each fiscal year shall be applied to the current expense account for the ensuing fiscal year.

(2) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

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

B. Budget. The Board shall prepare a proposed annual budget of common expenses for the next ensuing fiscal year of the Association at least sixty (60) days before the end of the then current fiscal year, and a copy of the proposed budget shall be promptly delivered or mailed to each member, together with a notice of the time and place of the meeting of the Board at which final adoption of the proposed budget will be considered by the Board, which meeting shall be held within thirty (30) days of the date of the meeting at which the proposed budget was prepared by the Board.

If the budget as finally adopted by the Board requires assessment against the unit owners for the ensuing fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the current year, the members of the Association may contest the budget in the following manner. Upon written application of ten percent (10%) of the unit owners, being delivered to the Board, the Board shall call a special meeting of the members, which meeting shall be held upon not less than fifteen (15) days written notice to each member of the Association and no later than thirty (30) days after delivery of the application to the Board. At this special meeting the members may consider and enact a revision of the budget or recall any and all members of the Board and elect their successors. Such revision of the budget and recall and election of successor board members shall require the affirmative vote of not less than a majority of all of the members. In the event that a majority of all of the members shall approve a budget proposed by the Board, either at a duly called meeting of the members or by writing, such budget shall not thereafter be re-examined by the members in the manner set forth hereinabove, nor shall any members of the Board be recalled under the provisions for recall hereinabove stated.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for the current year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in

anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property, which assessments were made in accordance with other provisions of these By-Laws.

So long as the Developer is in control of the Board, the Board shall not impose an assessment for the ensuing fiscal year greater than one hundred fifteen percent (115%) of the current fiscal year's assessment unless such additional assessment has been approved by a majority of all of the members either at a meeting of the members or by writing.

The budget shall include provisions for estimated funds required to defray and pay the estimated common expenses and may include funds for reserves and betterments, as described above under "Accounts" as follows:

(1) Current expense. This may include an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year.

(2) Reserve for deferred maintenance, the amount for which will not exceed 105% of the budget for this account for the prior year; however, this provision shall not apply to the first budget in which provision is made for a reserve for deferred maintenance.

(3) Reserve for replacement, the amount for which will not exceed 105% of the budget for this account for the prior year; however, this provision shall not apply to the first budget in which provision is made for a reserve for replacement.

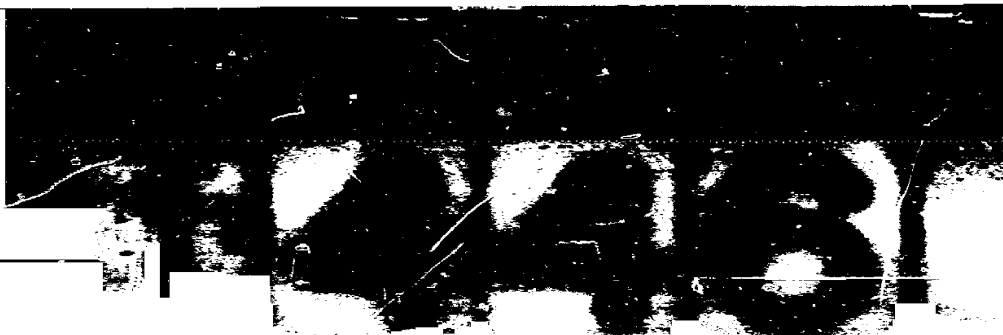
(4) Betterments.

Items (2), (3) and (4) do not have to be funded as long as the Developer is in control of the Board.

The budget shall project income and anticipated expenses in reasonable detail. Failure of the Board to include any item in the budget shall not preclude the Board from levying additional assessments in any fiscal year for which the budget has been projected; provided, however, the limitations of this paragraph (B) entitled "Budget", shall apply to any additional assessment, and in the event that such additional assessment would increase the budget for that fiscal year to more than one hundred fifteen percent (115%) of the assessments for the preceding fiscal year. Such additional assessments shall not be valid or enforceable until the procedure set forth under this paragraph B entitled "Budget" as hereinabove stated has been followed.

C. Assessments. Assessments against the members for payment of their shares of budgeted expenses shall be made for each fiscal year in advance. Such assessments shall be due in equal monthly payments on the first (1st) day of each month of the year for which the assessments are made. If a monthly assessment is not timely made for any fiscal year, each member of the Association shall continue to pay the assessment for the preceding fiscal year until such time as the assessment for the then current fiscal year is set by the Board, and in the event that the monthly assessment for the then current fiscal year is different from the monthly assessment for the preceding fiscal year, any deficiency or overage in the monthly assessment payment between the assessment for the preceding year and the current fiscal year shall be adjusted in a manner to be set by the Board.

(1) Notice of the amount of the monthly assessment for each fiscal year shall be given to each member of the Association with that member's copy



of the budget for such fiscal year. It shall not be necessary for the Association to mail or deliver monthly notices or requests for payment of assessments to members.

(2) Any assessment payment not made within ten (10) days after it is due shall be delinquent and in default.

(3) Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the member, whereupon the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to such member by registered or certified mail, whichever shall first occur.

(4) Each member, regardless of how the member's title to a unit is acquired, including without limitation a purchaser at a judicial sale, shall be liable for payment of all assessments coming due while such member is the owner of the unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

(5) The liability for payment of assessments may not be avoided by any member through waiver of the use or enjoyment of any of the common elements, or the abandonment of the unit against which the assessment has been made.

(6) Assessments and payments thereof which are not paid when due shall bear interest, from ten (10) days after due until paid, at the rate of eight percent (8%) per annum.

(7) Special Assessments. To meet the costs of emergency repairs or replacements of the condominium property, including the common elements, limited common elements, and the units themselves, or to meet other unanticipated expenses which the Association is legally obligated to pay, may be made from time to time by the Board, and the manner of payment of said special assessments shall be set by the Board. Such special assessments shall be paid from the annual assessments for common expenses if possible. If full payment from the annual assessments is not possible, the approval of a majority of the members, either at a duly called meeting of the members or in writing, shall be required before the special assessment shall become effective.

(8) Upon the request of any member, the Association shall furnish a certificate showing the amount of unpaid assessments against that member's unit. The holder of a mortgage or other lien against a member's unit shall have the same right to such certificate for the unit against which such lien is held. Any person other than the member who relies upon such certificate shall be protected thereby.

D. Deposit of Association Funds. All funds of the Association shall be deposited in bank account or accounts to be established from time to time by resolution of the Board. Withdrawals, drafts and orders on all of such bank accounts shall be made in accordance with resolutions therefor to be adopted by the Board.



E. Audit. Periodic audits of the financial books and records of the Association shall be made by such persons and at such times as may be designated by the Board, but at least annually. The reports of such audits shall be available for inspection at all reasonable times by all members of the Association, and any member requesting a copy of the same shall be furnished such copy.

F. Fidelity Bonds. The Board may require fidelity bonds to be furnished by Board Members, officers and employees of the Association in such amounts as may be determined advisable by the Board, and the premium on any such bonds required by the Board shall be paid by the Association.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these By-Laws, or with the statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

These By-Laws may be amended in either of the following manners:

A. So long as the Developer is entitled to elect a majority of the members of the Board as provided herein and in the Declaration, the Developer may amend these By-Laws by a majority vote of the Board.

B. After the members of the Association have become entitled to elect a majority of the Board as provided in the Declaration, any amendment to these By-Laws must be approved as follows:

(1) An amendment may be proposed by resolution of the Board, or an amendment may be proposed in writing by no less than one-third ($1/3$) of the members of the Association, or may be proposed by resolution of the members at any duly called meeting of the members. All amendments proposed by the members shall be submitted to the President.

(2) The proposed amendment shall be presented to the members for their consideration, at a meeting of the members. The President shall call a meeting for consideration of the proposed amendment and the Secretary shall notify the members of the time and place of the meeting within ten (10) days after the Board has adopted a resolution proposing an amendment, or the President has received written notice that the members have proposed an amendment, as hereinafter provided, and said meeting shall be held within thirty (30) days from the date of the notice.

(3) All amendments must be approved by the affirmative vote of not less than two-thirds ($2/3$) of the members in order for such amendment to become effective. However, in the event that two-thirds ($2/3$) or more of the members sign a petition containing a proposed amendment, it shall not be necessary for the members to vote on the proposed amendment at a meeting of the members. Such petition shall be submitted to the Secretary. Within ten (10) days after an amendment has been adopted by vote of the members or by petition of the members, the Secretary shall certify a copy of the amendment and record it in the Public Records of Brevard County, Florida. Each amendment shall specify the date on which it shall become effective but no amendment shall become effective prior to the date on which it is recorded in the Public Records of Brevard County, Florida.

(4) No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9. LIMITATIONS ON AUTHORITY OF MEMBERS

No member of the Association shall have any authority to individually act for the Association or to bind the Association in any manner, or to incur any liability on behalf of the Association unless such member is an officer of the Association and is acting in the official capacity of such officer.

10. FIDUCIARY RELATIONSHIP

The officers and Board members of the Association shall have a fiduciary relationship to the members.

11. ASSOCIATION MINUTES

Minutes of all meetings of the members and of the Board shall be kept in a business-like manner and shall be available for inspection by the members at all reasonable times.

12. ASSOCIATION ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to members or their authorized representatives. Failure of the Association to permit inspection of its accounting records by members or their authorized representatives shall entitle any person prevailing in an action for enforcement of this right to recover reasonable attorney fees from the Association. Such records shall include:

A. A record of all receipts and expenditures.

B. An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dated and amounts in which the assessments come due, the amounts paid upon the account, and any balance due.

13. RIGHT TO INTERVENE

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, and they shall have the right to individually intervene in and defend such action.

14. INSURANCE POLICIES

A copy of each insurance policy obtained by the Association shall be made available for inspection by members at reasonable times.



15. RETENTION OF RECORDS

Minutes of all meetings of the Board of Administration and of the Members of the Association shall be kept in a book available for inspection by the unit owners or their authorized representative and by Board Members at all reasonable times and the Association shall retain those Minutes for a period of not less than seven (7) years.

16. RECALL OF BOARD MEMBERS

Any Member of the Board except those Members named and appointed by the Developer so long as the Developer is entitled to name and appoint any Members of the Board under the provisions of these By-Laws, the Articles of Incorporation and the Declaration may be recalled and removed from office with or without cause by the vote of or by agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a Member or Members of the Board of Administration may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

17. RULES AND REGULATIONS

Rules and regulations as defined in Section 12 of the Declaration of Condominium may be adopted by the Board. However, no rule or regulation may be adopted or amended by the Board unless thirty (30) days notice has been given to each member in writing of the Board's intention to adopt or amend the rule or regulation. The members may initiate the adoption or amendment of a rule and regulation or rules and regulations in writing subscribed by 10% or more of the members and after submission of the proposed rule or rules or amendment thereof to the Board, the Board shall call a meeting of the Board subject to the notice required herein, at which meeting the Board shall consider adoption or amendment of the proposed rule or rules.

18. DEFINITIONS

The words defined in this section of these By-Laws shall have the meaning or meanings hereinafter set out for each defined word, for purposes of these By-Laws:

A. Articles of Incorporation or Charter shall mean the instrument by which OCEAN PARK OWNERS' ASSOCIATION, INC. was incorporated as a corporation not for profit under the laws of the State of Florida.

B. Association or Corporation shall mean the corporation not for profit as set forth in Exhibit "B" to the Declaration of Condominium which is OCEAN PARK OWNERS' ASSOCIATION, INC.

C. Board or Board of Administration shall mean the Board of Administration which operates the condominium Association and as described in the Articles of Incorporation as set forth in Exhibit "B" to the Declaration of Condominium.

D. Board Member shall mean a member of the Association or the representative of a corporate or other legal entity owning a unit who has been elected to membership on the Board and who is then serving on the Board.

E. Condominium shall mean OCEAN PARK CONDOMINIUM SOUTH.



F. Declaration or Declaration of Condominium shall mean the Declaration of Condominium establishing OCEAN PARK CONDOMINIUM SOUTH, a Condominium under the laws of the State of Florida.

G. Project shall mean the condominium project and all improvements situated thereon and appertaining thereto as described in the Declaration of Condominium.

H. Unit or Apartment Unit shall mean each individual condominium apartment located within the project, together with all appurtenances thereto.

The undersigned, being the Secretary of OCEAN PARK OWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Association at a meeting of the subscribers and the Board of Administration for such purposes held on the 3rd day of April, 1978.


Secretary

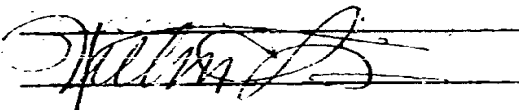
CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM

COMES NOW, LEON M. NEWMAN, Trustee for Leon M. Newman and M. A. de Haan, d/b/a Good Life Properties, a Partnership, hereinafter called the Mortgagee, and in consideration of \$1.00 and other good and valuable considerations, paid to him by OCEAN PARK DEVELOPMENT, INC., a Florida corporation, having its principal place of business in the City of Cape Canaveral, Florida, hereinafter called the Developer, receipt of which consideration is hereby acknowledged by the Mortgagee, and hereby consents to the execution and recording of the Declaration of Condominium establishing OCEAN PARK CONDOMINIUM SOUTH, a Condominium situated on lands encumbered by a mortgage owned and held by the Mortgagee, which Mortgage is recorded in Official Records Book 1896, Page 79, Public Records of Brevard County, Florida, and agrees to subordinating his mortgage interest to the aforesaid Declaration of Condominium, which is being established by a Declaration of Condominium executed by the Developer as owner of the real property described in the aforesaid Declaration of Condominium establishing OCEAN PARK CONDOMINIUM SOUTH.

This Consent and subordination is given by the Mortgagee under the provisions of Section 718.104 Florida Statutes 1977.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed this 21 day of June, 1978.

Signed, sealed and delivered in the presence of:



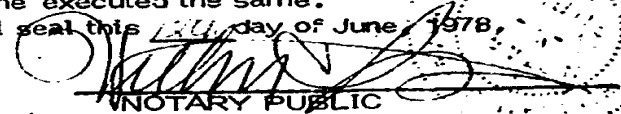
Leon M. Newman, Trustee for Leon M. Newman and M. A. de Haan, d/b/a Good Life Properties, a Partnership (L.S.)

STATE OF FLORIDA
COUNTY OF BREVARD

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared LEON M. NEWMAN, Trustee for Leon M. Newman and M. A. de Haan, d/b/a Good Life Properties, a Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 21 day of June, 1978.

Notary Public, State of Florida at Large
My Commission Expires April 24, 1981
Bonded by American Fidelity & Guaranty Company



My Commission Expires: 4/24/81

CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM

COMES NOW, HARRY B. KRONICK, herein called the Mortgagee,
and in consideration of \$1.00 and other good and valuable considerations,
paid to him by OCEAN PARK DEVELOPMENT, INC., a Florida corporation,
having its principal place of business in the City of Cape Canaveral, Brevard
County, Florida, hereinafter called the Developer, receipt of which consider-
ation is hereby acknowledged by the Mortgagee, and hereby consents to the
execution and recording of the Declaration of Condominium establishing
OCEAN PARK CONDOMINIUM SOUTH, a Condominium situated on lands
encumbered by a mortgage owned and held by the Mortgagee, which Mortgage
is recorded in Official Records Book 1838, Page 695, Public Records of
Brevard County, Florida, and agrees to subordinating his mortgage interest
to the aforesaid Declaration of Condominium, which is being established by
a Declaration of Condominium executed by the Developer as owner of the real
property described in the aforesaid Declaration of Condominium establishing
OCEAN PARK CONDOMINIUM SOUTH.

This consent and subordination is given by the Mortgagee under the
provisions of Section 718.104 Florida Statutes 1977.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to
be executed this 15th day of June, 1978.

Signed, sealed and delivered in the
Presence of:

[Signature]
[Signature]

[Signature] (L.S.)
HARRY B. KRONICK

STATE OF FLORIDA
COUNTY OF BREVARD

I hereby certify that on this day before me, an officer duly qualified to
take acknowledgments, personally appeared HARRY B. KRONICK, to me known
to be the person described in and who executed the foregoing instrument and ack-
nowledged before me that he executed the same.

Witness my hand and official seal this 15th day of June, 1978.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public for the State of Florida
My Commission Expires June 15, 1978
Bonded by American Ind. & Surety Co.

1907 451

CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM

COMES NOW, UNITED NATIONAL BANK, a banking institution
~~existing under the laws of the United States of America, with its principal~~
place of business in the City of Cocoa Beach, Brevard County, Florida, herein
called the Bank and in consideration of \$1.00 and other good and valuable con-
siderations, paid to it by OCEAN PARK DEVELOPMENT, INC., a Florida
corporation, having its principal place of business in the City of Cape
Canaveral, Brevard County, Florida, hereinafter called the Developer,
receipt of which consideration is hereby acknowledged by the Bank, and
hereby consents to the execution and recording of the Declaration of Condo-
minium establishing OCEAN PARK CONDOMINIUM SOUTH, a Condominium
situated on lands encumbered by a mortgage owned and held by the Bank,
which mortgage is recorded in Official Records Book 1838, Page 691, Public
Records of Brevard County, Florida, and agrees to subordinating its mort-
gage interest to the aforesaid Declaration of Condominium, which is being
established by a Declaration of Condominium executed by the Developer as
owner of the real property described in the aforesaid Declaration of Condo-
minium establishing OCEAN PARK CONDOMINIUM SOUTH.

This consent and subordination is given by the Bank under the pro-
visions of Section 718.104 Florida Statutes 1977.

IN WITNESS WHEREOF, the Bank has caused this Consent to be
executed and its corporate seal to be affixed hereto by its undersigned officers
this 30th day of June, 1978.

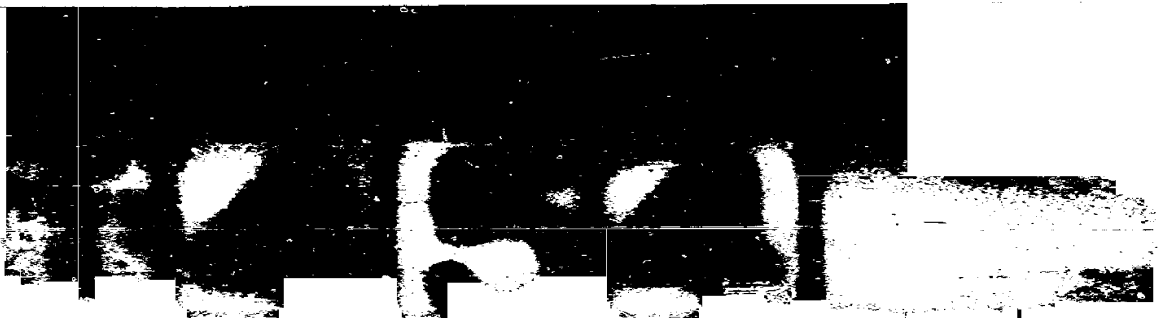
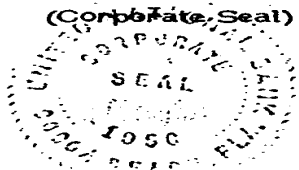
Signed, sealed and delivered in
the Presence of:

Quill A. Barnett
James H. Brown

UNITED NATIONAL BANK

By [Signature]
President

Attest: [Signature]



STATE OF FLORIDA
COUNTY OF BREVARD

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that J. M. DOGAN and E. E. Chamas respectively as President and ~~Exec. Vice President~~ of the UNITED NATIONAL BANK, to me personally known, this day acknowledged before me that they executed the foregoing Consent as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Consent.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Cocoa Beach, said County and State this 30th day of June, 1978.



Julius A. Banell
NOTARY PUBLIC

My commission expires: