

original returned to 476405 Branch Court

RECORDED AND VERIFIED

CLERK OF COURTS
BREVARD COUNTY, FLORIDA

To →

This instrument prepared by:
Hubert C. Normile, Jr.
482 N. Harbor City Blvd.
Melbourne, Florida 32935

DECLARATION OF CONDOMINIUM

OF

SEA VILLA CONDOMINIUM

MADE by Sea Villa, Inc., a Florida corporation, the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Brevard County, Florida, being more particularly described in Exhibit "B" attached hereto does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act".

1. The Name by which this condominium is to be identified is SEA VILLA CONDOMINIUM.

2. Definitions. The terms used in this Declaration and its exhibits, including the Articles of Incorporation and By-Laws of SEA VILLA CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, (as said Act exists as of the date hereof) and as follows, unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act.

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

2.3 Association means SEA VILLA CONDOMINIUM ASSOCIATION, INC., and its successors, as said corporation was incorporated under the laws existing at the time of incorporation.

2.4 Condominium Unit Owner means the owner of a condominium apartment.

2.5 Common Elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

(c) All Condominium property not included in the apartments.

(d) Easements for ingress and egress as set forth herein.

2.6 Limited Common Elements are those portions of common elements which are reserved for or attributable to the exclusive use of a

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unit owner, whether such use is assigned as an appurtenance to a unit or separate thereto.

2.7 Common Expenses include:

- (a) Expenses of administration and management of the Condominium property.
- (b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the Units, if any, to be maintained by the Association.
- (c) Costs and expenses of capital improvements and betterments and/or additions to the common elements.
- (d) That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.
- (e) Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.
- (f) Any valid charge against the Condominium property as a whole.

2.8 Utility Services shall include, but not be limited to, electric power, gas, water, air conditioning, and garbage and sewerage disposal.

2.9 Institutional Mortgagee means a bank, savings and loan association, insurance company, mortgage company or individual business entity authorized to do business in the State of Florida.

3. The Condominium is described as follows:

3.1 A survey of the land and a graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions, are attached hereto as Exhibit "B".

3.2 Amendments of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and need not be approved by the Association or apartment owners, whether or not elsewhere required for an amendment.

(a) Alteration of Boundaries and Apartment Dimensions. Developer reserves the right to alter the boundaries between units so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the common elements so long as the Developer owns the apartments abutting the common elements where the boundaries are being altered, provided that any such alterations shall only affect the percentage of common elements of the units being altered and that no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee of apartments

affected, where the said apartments are encumbered by individual mortgages or where they are included in an overall construction mortgage on the Condominium building, and such amendment shall not require the approval of apartment owners or of the Association.

3.3 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium building, their guests and invitees, and public utility companies and/or municipalities or other governmental agencies providing utility services of every kind and nature, as follows:

(a) Utilities. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications for the building, as the building is constructed, or as recorded in the Public Records of Brevard County, Florida.

(b) Encroachments. In the event that any apartment shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may, from time to time be paved and intended for such purpose, and such easement shall be for the use and benefit of the apartment owners, Developer, and all those claiming by, through or under the aforesaid; provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(d) In addition to the above easement, easements are hereby reserved and shall exist under, through and over the Condominium property as may be required for utility services to serve other SEA VILLA CONDOMINIUMS heretofore or hereafter created, and for pedestrian traffic over, through and across such portions of the common elements as may, from time to time, be paved and intended for such purposes, and such easement shall be for the use and benefit of Developer, its successors and assigns, invitees, licensees, agents, employees, and guests, the owners and occupants of other SEA VILLA CONDOMINIUMS heretofore or hereafter created; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

3.4 Apartment Boundaries. Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) The Upper and Lower Boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(2) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(b) The Perimetrical Boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

3.5 Apartments. There are Twenty-Two (22) apartments in the apartment building, each apartment being identified by the use of a number, the first numeral of which shall designate the floor upon which the apartment is located, and the last two numerals of which shall identify the location of the apartment on the floor, as graphically described in Exhibit "B" attached hereto.

4. Appurtenances to Apartments. The owner of each apartment shall own an undivided share and certain interest in the Condominium property, which share and interest shall be appurtenant to the apartment, said undivided interest in the Condominium property and common elements being as designated and set forth in Exhibit "A" attached hereto.

4.1 Limited Common Elements.

Automobile Parking Space. Limited common elements include exterior parking spaces. Parking spaces shall be assigned pursuant to the rules and regulations of the Association so as to provide one parking space for each apartment, provided, however, in the event a specific parking space is assigned in connection with the sale of an apartment unit by the Developer, the right to use of the said designated parking space shall pass as an appurtenance to the Condominium apartment unit owned by the apartment owner to whom such space is initially assigned, and the Association shall not thereafter reassign or change the said apartment owner's parking space without his written consent, provided, further, said apartment owner shall not transfer or assign use of the said parking space except in connection with sale of the Condominium apartment unit or with the consent of the Association. Designation of a parking space assigned to an apartment owner may be made in the Deed of Conveyance, or by a separate instrument, and nothing herein shall be interpreted so as to prohibit the Developer from assigning more than one parking space as an appurtenance to a condominium apartment. Notwithstanding the foregoing, the Developer may make an additional charge or increase the purchase price of a condominium unit in consideration for designating one or more parking spaces as a limited common element appurtenant to said unit. No truck or other commercial vehicle shall be parked in any parking space which is assigned as a limited common element of an apartment unit, except with the written consent of the Developer or the Board of

Directors. Guest parking spaces shall constitute a portion of the common elements.

5. Liability for Common Expenses. Each apartment unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment (see Exhibit "A" attached hereto).

6. Membership in Association. Membership of each apartment owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each apartment unit owner in the funds and assets of the Condominium held by the Association shall be in the same proportion as the liability of each such owner for common expenses.

7. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Apartments.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All common elements and limited common elements.

(2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of an apartment that service part or parts of the Condominium other than the apartment within which contained.

(4) All incidental damage caused to an apartment by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1 (a), (2) and (3) above.

(b) By the Apartment Owner. The responsibility of the apartment owner for maintenance repair and replacement, shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the apartment owner shall be windows, screens and doors opening into or onto his apartment. All such maintenance, repairs and replacement shall be done without disturbing the rights of other apartment owners.

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

(3) An apartment owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or any exterior surface of any entry doors to his condominium unit or enclose his terrace in any fashion without the prior

approval, in writing, of the Association.

7.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, including those which have been assigned as an appurtenance to an apartment.

7.3 Alteration and Improvement. After completion of the improvements included in the common elements which are contemplated in the Declaration, there shall be no alteration or further improvements of common elements without the prior approval, in writing, by record owners of sixty-six and two-thirds (66 2/3%) percent of all apartment unit owners in the Condominium, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent. This paragraph shall have no application to the rights vested in the Developer pursuant to the provisions of paragraph 3.2 and 3.2(a) hereof.

8. Assessments. The Association, shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses and shall assess the Members for said sums. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association. The Association, from time to time, shall be obligated to assess Unit Owners and/or Units in amounts no less than are required to provide funds in advance for the payment of all common expenses and other expenses of the Association and the Condominium, as and when due, and to enforce collection of same so that at all times the solvency of the Association, under any definition, is maintained and assured.

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

8.2 Lien for Assessment. The Association shall have a lien against each apartment unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Brevard County, Florida. The said lien shall be recorded among the Public Records of Brevard County, Florida, by filing a claim therein which states the legal description of the apartment unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such Claims of Lien may be signed and verified by an officer of the Association, or by a managing agent of the Association. Upon full payment the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of institutional first mortgages recorded prior to the date of recording the Claim of Lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment unit subject to the lien shall be required to pay a reasonable rental for the apartment unit, and the Association shall be entitled to the appointment of

a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the apartment unit as a result of the foreclosure of a first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to an apartment unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or assessments by the Association chargeable to the apartment, or the owner thereof, which became due prior to the acquisition of title by such insitutional mortgagee or purchaser at foreclosure sale.

8.3 Notification to Mortgage Holder. The Association shall notify, in writing, the holder of a first mortgage encumbering a condominium apartment of any default in the payment of any assessments against said apartment where said default shall continue for a period of fifteen (15) days after the date upon which it was due and payable; provided, however, notice of such default need only be given where the holder of a first mortgage has notified the Association, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

8.4 The Assessments provided for in this Article shall commence no earlier than the first (1st) day of the month next succeeding the date of conveyance by deed of the first apartment in the Condominium building, and no later than the first day of the fourth calendar month following the date of conveyance by deed of the first condominium unit in the building. Within said limitations, the date upon which said assessment shall commence shall be determined by the Developer or the first Board of Directors, provided, that no such assessment shall be applicable to a condominium unit owned by the Developer until the first (1st) day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, and provided further that the Developer shall pay that portion of the common expenses incurred during said period which exceeds the amount assessed against other condominium unit owners.

8.5 The funds represented by the payment of an amount equal to three-fourths of one (.75%) percent of the purchase price of the unit paid by the purchaser of each apartment at the time of conveyance of the apartment by the Developer shall be a working capital fund of the Association and may be utilized for startup expenses, common expenses paid or accrued prior to and subsequent to the commencement date of regular monthly installments for the payment of assessments, deficiencies, and for any purpose for which the Association could levy an assessment pursuant to this Article, and said funds shall not be set up as a reserve by the Association, and are not expected to create a surplus.

8.6 Where an Institutional First Mortgagee of record or other purchaser of a Condominium parcel obtains title thereto as a result of the foreclosure of an Institutional First Mortgage or where said Institutional First Mortgagee accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of the title, his heirs, legal representatives and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Owner of such Parcel which became due prior to acquisition of title thereto as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, his heirs, legal representatives, successors and assigns.

9. Association. The operation of the Condominium shall be by SEA VILLA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C".

9.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "D".

9.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

9.4 Restraint upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

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

9.6 The Association has been or may in the future be designated as the entity to administer and operate other SEA VILLA CONDOMINIUMS, and shall maintain a separate budget for each Condominium operated and administered by it. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the Condominium, and which are to be apportioned amongst more than one Condominium, as well as the basis of such apportionment, and in all events the Association's determination as to such attribution shall be conclusive and binding, and all costs and expenses attributable to the Condominium, whether in their entirety or as an apportionment of an expense shared by more than one Condominium, shall constitute common expenses of the Condominium.

10. The insurance other than Title Insurance that shall be carried upon the Condominium property and the property of the apartment owners shall be governed by the following provisions:

10.1 Authority to Purchase; Name Insured. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and

their endorsements shall be deposited with the insurance trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

10.2 Coverage.

(a) Casualty. All buildings and improvements upon the condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors. All personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. In the event any steam boiler is utilized or maintained on Condominium property, boiler-explosion insurance, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the Condominium. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverage, and with cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation Insurance to meet the requirements of law.

(d) Such other insurance that the Board of Directors of the Association shall determine, from time to time, to be desirable.

(f) The Casualty Insurance Company and the agent must be approved by the institutional mortgagee holding the highest dollar volume of mortgages in all of the condominiums operated by the Owners Association. In addition, the casualty insurance company must be authorized to do business in the State of Florida; and the agent located in Brevard County, Florida.

10.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense attributable to the Condominium.

10.4 Insurance Policies shall be available for inspection by apartment owners or their authorized representatives at reasonable times at the offices of the Association.

10.5 Insurance Trustee, Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Brevard County bank, as Trustee, or to such other bank

in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the Trustee being referred to herein as the Insurance Trustee, provided, that no Insurance Trustee shall be designated whose accounts are not government insured or guaranteed. In addition, the Insurance Trustee must be approved by the institutional mortgagee holding the highest dollar volume of mortgages in all of the condominiums operated by the Owners Association; said Insurance Trustee to be a bank having trust powers or a trust company located in Brevard County, Florida. The Insurance Trustee shall not be liable for payment of premiums nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to and to hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each apartment owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartment units shall be held in the following undivided shares:

(1) When the building is to be restored: For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each apartment unit owner, in the common elements appurtenant to his apartment unit.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit if insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

10.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant

for the benefit of, and may be enforced by, any mortgagee of an apartment.

(c) If it is determined in a manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of an apartment.

(d) In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each apartment owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. Reconstruction or Repair After Casualty.

11.1 Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) (1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which fifty (50%) per cent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of eighty (80%) percent of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in the apartment building, by the owners of not less than eighty (80%) percent of the common elements, including the owners of all damaged apartments,

together with the approval of the institutional mortgagees holding first mortgages upon all damaged apartments which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain a reliable and detailed estimate of the cost to rebuild or repair.

11.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective unit. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the association is more than TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the apartment, then to the owner thereof and the mortgagee jointly, who may use proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether the disbursements from the construction fund are to be upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

12. Use Restrictions. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land.

12.1 Apartments. Each of the apartment units shall be occupied only as a single family private dwelling by the owner and members of his family not less than ten (10) years of age, subject to the provisions of Paragraphs 12.3 and 12.7 hereof. Except as reserved to Developer, no apartment unit may be divided or subdivided into a smaller unit.

12.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments. No building or structure of any kind may be erected, constructed or maintained upon any of this land unless same shall comply and be in conformity with Zoning Classification R-4 and the general zoning and building ordinance of the City of Satellite Beach. No structure of a temporary character, trailer, camper, mobile home, tent, shack, garage, barn or other building shall be used at any time as a residence either temporarily or permanently.

12.3 Children. No persons who have not yet attained the age of sixteen years shall be permitted to reside in any of the apartments except with the written consent of the Board of Directors of the Association, or of the Developer, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner, and provided further, that children under such age may visit and temporarily reside in an apartment unit provided such temporary residence shall not exceed thirty (30) days within any consecutive twelve (12) month period.

12.4 Pets. No pets shall be maintained or kept in any of the apartments other than cats, dogs, not exceeding fifteen (15) pounds when fully grown, gold fish, tropical fish and the like, and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for a commercial use except as may be specifically provided for and authorized by the rules and regulations of the Association as they may from time to time be adopted or amended, or pursuant to the written consent of the Board of Directors of the Association, or of the Developer, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated except pursuant to the terms and conditions of the written consent. All pets shall be maintained and kept pursuant to the rules and regulations promulgated by the Association, and in the event that any condominium unit owner fails to abide by the rules and regulations of the Association regarding pets as they may from time to time be adopted or amended, said condominium owner may be sued by the Association and taken to Court to enforce the rules and regulations adopted and promulgated by the Association, and in such event said condominium owner shall be responsible for all costs and expenses incurred by the Association in enforcing its rules and regulations including Court costs and reasonable attorneys' fees.

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

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

12.7 Leasing Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guest, provided that no apartment shall be leased to an unmarried person under the age of twenty-five (25) years except with the express written consent of the Board of Directors of the Association or of the Developer, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner; nor shall any leased apartment be occupied, permanently or temporarily by any person under the age of thirteen (13) years, except with the express written consent of the Association or of the Developer. No lease

shall have a term of less than six (6) months. No rooms may be rented and no transient tenants shall be accommodated in any apartment or shall any lease of an apartment release or discharge the owner thereof of compliance with any of his obligations and duties as an apartment owner. All of the provisions of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether specifically expressed in such agreement or not.

12.8 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements, or apartments, excepting that the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartment it may from time to time own, and the same right is reserved to any institution first mortgagee which may become the owner of an apartment, and to the Association as to any apartment which it may own.

12.9 Parking Spaces. No truck or other commercial vehicle, boats, trailers, boat trailers, mobile homes, campers and trailers of every other description, shall be parked in any parking space except with the written consent of the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services, for the Condominium Association, Unit Owners and residents.

12.10 Regulation. Reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Law. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

12.11 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted.

12.12 Clothes Drying. All outdoor drying of clothes by line, rack or otherwise shall be prohibited.

12.13 Antenna. No television or radio antennas or towers of any nature shall be erected on any part of said property or the exterior of any building.

12.14 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed upon the sale of all the apartments in the Condominium, neither the apartment owners nor the

Association, nor the use of the Condominium property shall interfere with the contemplated improvements and the sale of the apartment. Developer may make such use of the unsold units, common elements in common areas as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, maintenance of models, showing of the property and the display of signs.

13. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land:

13.1 Transfers Subject to Approval.

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

(b) Lease. No apartment owner may lease an apartment without approval of the Association, except with the express written consent of the Board of Directors of the Association or of the Developer, and such consent when once given and relied upon in connection with the purchase and acquisition of a Condominium Apartment Unit may not thereafter be revoked or terminated without the consent of the apartment owner.

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

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

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

(a) Notice to Association. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

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

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee as the Association may reasonably require, and a copy of the proposed lease signed by the proposed lessee.

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

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

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by any officer of the Association, in recordable form; said approval to be recorded in the Public Records of Brevard County, Florida, by the Owners Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by any officer of the Association in nonrecordable form.

(3) Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a Certificate executed by any officer of the Association in recordable form; said approval to be recorded in the Public Records of Brevard County, Florida by the Owners Association.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner, purchaser or lessee of an apartment is a corporation, the approval of ownership or lease by the corporation, may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

(d) Screening Fees. The Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not to exceed Fifty (\$50.00) Dollars.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or shall send by Registered Mail to the apartment owner, an Agreement to Purchase the apartment signed by a Purchaser approved by the Association, or an Agreement to Purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the apartment owner shall sell the apartment to the named Purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the Agreement to Purchase, or upon the date designated in the disapproved contract whichever date shall be later.

(2) A Certificate of the Association executed by any of its officers in recordable form shall be delivered to the Purchaser.

(3) If the Association shall fail to purchase or provide a Purchaser upon demand of the apartment owner in the manner provided, or if the Purchaser furnished by the Association shall default in his agreement to Purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provide, in recordable form; said Approval to be recorded in the Public Records of Brevard County, Florida, by the Owners Association.

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

(c) Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by Registered Mail sent to the apartment owner an Agreement to Purchase the apartment concerned by a Purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by Agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such Agreement. In the absence of Agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser. In any such action for specific performance, the prevailing party shall be entitled to recover his reasonable attorneys' fees and Court costs incurred.

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

(3) The sale shall be closed within thirty (30) days following determination of the sale price.

(4) A Certificate of the Association executed

by any of its officers in recordable form shall be delivered to the Purchaser; an original of said Certificate shall be recorded in the Public Records of Brevard County, Florida, by the Owners Association.

(5) If the Association shall fail to provide a Purchaser as required by this instrument, or if a Purchaser furnished by the Association shall default in his Agreement to Purchase, then notwithstanding disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, in recordable form, to the apartment owner; an original of said Certificate of Approval shall be recorded in the Public Records of Brevard County, Florida by the Owners Association.

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

13.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or purchase by a bank, life insurance company, savings and loan association, or other institution that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title; neither shall such provisions require the approval of a Purchaser who acquires title to an apartment at a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale; neither shall such provisions apply to the Developer, or to any person who is an officer, stockholder or director of its Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of an apartment unit without complying with the provisions of this section, and without approval of the Association.

13.6 Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association subject to the provisions of Paragraph 13.8 hereof.

13.7 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice in writing to the Association of every lien upon his apartment other than authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. An apartment owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner shall receive notice thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

13.8 Whenever in this section an approval is required of the

Association in connection with the sale, transferring, leasing or pledging of any apartment, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date thereto, or within thirty (30) days of the date upon which the Purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written Consent otherwise required by the section; provided, however, that the Owners Association shall then be required to give the written Consent in recordable form; said Consent to be recorded in the Public Records of Brevard County by the Owners Association.

13.9 Anything herein to the contrary notwithstanding, at such time as the Developer no longer has the right to designate the membership of a majority of the Board of Directors, the approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors comprised of the Directors elected from the Condominium wherein the apartment to be sold, leased or otherwise transferred is located, and the action of such committee shall, for the purposes of this article, constitute the action of the Association. The President and the Secretary of the Owners Association shall execute the Certificates of Approval provided for in Article 13.

14. Purchase of Apartments by Association. The Association shall have the power to purchase apartments subject to the following provisions.

14.1 Decision. The decision of the Association to purchase an apartment shall be made by its Directors, without the necessity of approval by its membership, except as is hereinafter expressly provided for.

14.2 Limitation. If at any time the Association shall be the owner or agreed Purchaser of three (3) or more apartments in the Condominium, it may not purchase any additional apartments therein without the prior written approval of seventy-five (75%) percent of the members eligible to vote. If at any time the Association shall be the owner or agreed Purchaser of an aggregate of ten (10) or more apartments in all of the Condominiums administered and operated by it, it may not purchase any additional apartments without the prior written approval of seventy-five (75%) percent of the members eligible to vote. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the apartment plus the amount due the Association, nor shall the limitation of this paragraph apply to apartments to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien and the assumption of any existing mortgage indebtedness on the apartment.

15. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or any aggrieved apartment owner to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by

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

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant to them, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorneys' fees as may be awarded by the Court, provided, however, no attorneys' fees shall be recovered against the Association in any such action.

15.3 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

16. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

16.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning apartments in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by persons owning not less than ten (10%) percent of the apartment in the Condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act, the Vice President elected by the Directors from the Condominium, or, in the event of his refusal or failure to act, the Vice President elected by the Directors from the Condominium, or, in the event of his refusal or failure to act, then the Board of Directors, shall call a meeting to those members of the Association owning apartments in the Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and not less than fifty-one (51%) percent of the apartment owners of SEA VILLA CONDOMINIUM; or

(b) Not less than seventy-five (75%) percent of the entire membership from each of the condominiums administered by the Association, provided, however, that until such time as a majority of the members of the Board of Directors are elected by unit owners other than the Developer,

all amendments to the Declaration shall be approved as set forth in Paragraph 16.2(a) or (d); and

(c) In the alternative, an amendment may be made by an Agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida, provided, however, that until such time as a majority of the members of the Board of Directors are elected by unit owners other than the Developer all amendments to the Declaration shall be approved as set forth in Paragraph 16.2(a) or (d).

(d) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof will be necessary.

16.3 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment; neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in the SEA VILLA CONDOMINIUM. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers, or stockholders in common with the Developer unless the Developer shall join in the execution of such amendment.

16.4 Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, and the said Certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Brevard County, Florida.

17. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without hereto that the specifications and requirements in Exhibit "B" attached agreement.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting: provided that the approval of owners of not less than seventy-five (75%) percent of the common elements, and

the approval of all record owners of mortgages upon the apartments, are obtained at the meeting or within thirty (30) days thereafter, then the approving owners shall have an option to buy all of the apartments of the owners not approving of termination, said Option to continue for a period of sixty (60) days from the date of such meeting. Approval by an owner of an apartment unit, or of a mortgage encumbering an apartment unit, shall be irrevocable until expiration of the aforesaid Option to Purchase the apartment of owners not so approving, and if the Option to Purchase such apartment is exercised, then such approval shall be irrevocable. The Option to Purchase the apartments of units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The Option shall be exercised by delivery or mailing by Registered Mail to each of the record owners of the apartments to be purchased an Agreement to Purchase signed by the record owners of apartments who will participate in the purchase. Such Agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the Agreement shall effect a separate contract between each Seller and his Purchaser.

(b) Price. The sales price for each apartment shall be the fair market value determined by Agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of Agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser. In any such action for specific performance, the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a preexisting first mortgage on the condominium unit, and the mortgagee thereof shall be agreeable, then the Purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination; said Certificate to become effective upon being recorded in the Public Records of Brevard County, Florida.

17.4 Shares of Owners After Termination. After termination of the Condominium, the owners shall own the Condominium property and all assets of the Association attributable to the Condominium as tenants in common in undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

17.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and all record owners of institutional first mortgages upon the apartments.

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18. Common Surplus. Each Apartment unit owner shall own any common surplus (the excess of all receipts of the Association, including, but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses) in the same percentage as his undivided share in the common elements appurtenant to his apartment.

19. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

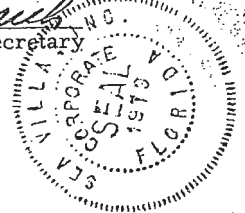
IN WITNESS WHEREOF, the Developer has executed this Declaration this 8th day of October, 1980.

Signed, sealed and delivered in the presence of:

SEA VILLA, INC., a Florida corporation

Glenda Sanford
Linda R. Slaughter

By: Hubert C. Normile, Jr.
Hubert C. Normile, Jr., Vice President
Attest: Jan McCormick
Jan McCormick, Secretary



STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared HUBERT C. NORMILE, JR. and JAN McCORMICK, Vice President and Secretary, respectively, of SEA VILLA, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument and acknowledged the execution thereto to be the act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of October, 1980.



Glenda Sanford
Notary Public

EXHIBIT "A"
TO THE
DECLARATION OF CONDOMINIUM

COMMON OWNERSHIP PERCENTAGES

OFF. REC.
2262

PAGE
1241

COMMON OWNERSHIP PERCENTAGES

THE SHARE, EXPRESSED AS A PERCENTAGE, OF THE COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS THAT IS APPURTENANT TO EACH
CONDOMINIUM UNIT.

SEA VILLA CONDOMINIUM
COMMON OWNERSHIP PERCENTAGES PER APARTMENT

<u>UNIT TYPE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE OWNERSHIP PER UNIT</u>	<u>TOTAL NUMBER UNITS</u>	<u>TOTAL PERCENTAGE OWNERSHIP</u>
A	Two bedroom	.0416	8	.333
B	One bedroom	.0416	16	.667

EXHIBIT "B"
TO THE
DECLARATION OF CONDOMINIUM

LEGAL AND GRAPHIC DESCRIPTION

OFF. REC.
2262

PAGE
1243

CLERK'S REFERENCE PAGE

TO LOCATE THIS INSTRUMENT SEE:

Dunne BOOK 3 PAGE 23

OFF. REC.
2262

PAGE
1244

EXHIBIT "B"

CERTIFICATE OF SURVEYOR
OF
SEA VILLA CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM M. MOTT, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposes and says on oath as follows, to-wit:

1. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida, being Registered Land Surveyor No. 3353.

2. Affiant hereby certifies that the survey, legals and graphics shown as Exhibit "B" of this Declaration consisting of fifteen (15) pages is a true and correct representation of a survey, made under his direction, and that the survey is accurate to the best of his knowledge and belief, and that there are no encroachments, except as shown.

3. Affiant further certifies that the construction of the improvements described in Exhibit "B" is sufficiently complete so that together with the information contained in the Declaration of Condominium of SEA VILLA CONDOMINIUM, the survey, the legal description and the graphic description, which will be part of Exhibit "B" to the Declaration of Condominium for SEA VILLA CONDOMINIUM, are an accurate representation of location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each unit can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT.

William M. Mott
WILLIAM M. MOTT
No. 3353
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

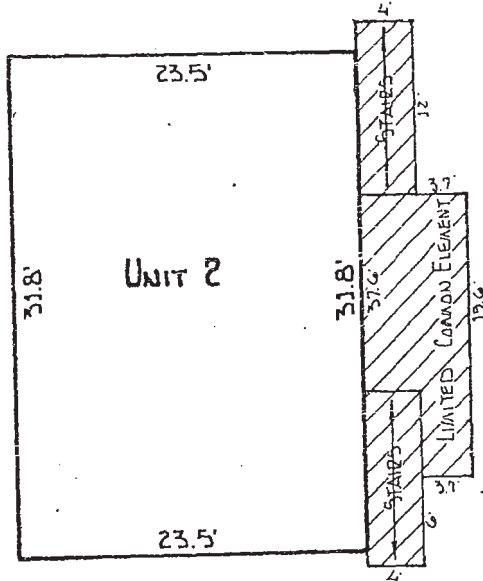
SWORN to and SUBSCRIBED before
me this 26th day of June, 1980.

Glenda Sanford
Notary Public
My Commission Expires:
4-26-81
PUBLIC

BUILDING NUMBER 1

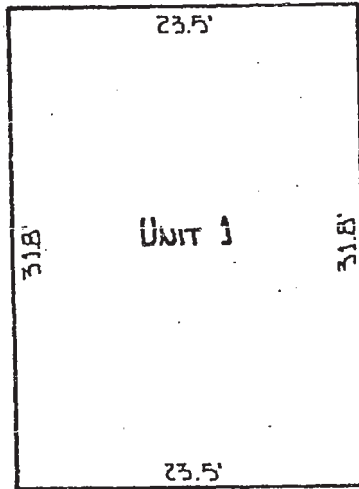
FLOOR

SECOND



FLOOR

FIRST



NOTES:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. Common element within the actual building area includes the actual wall space, exterior to the inner decorated surfaces of the individual apartments, as discussed in Paragraphs 2.5 and 3.4 of the Declaration of Condominium.

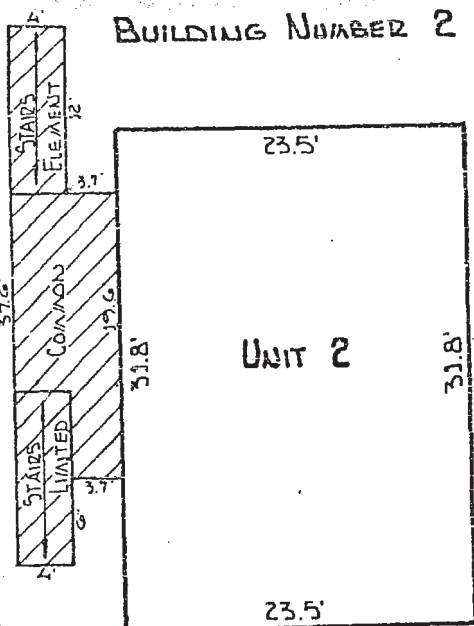
DATE: APRIL 8, 1980	EXHIBIT B SHEET 3	THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.
SCALE: 1" = 10'	SEA VILLA CONDOMINIUMS	
DWN. BY: DRJ	CH'D. BY:	PREPARED FOR: RICHARD J. ADAMS
PROJECT No. 9-1633-1	<input type="checkbox"/> DENOTES CONCRETE MONUMENT SET <input checked="" type="checkbox"/> OFF. REC. FOUND <input type="checkbox"/> DENOTES IRON MARKER SET <input type="checkbox"/> - 2262 FOUND	PAGE 248 OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1222 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901

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BUILDING NUMBER 2

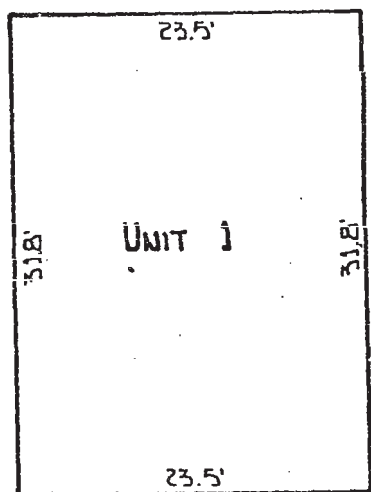
FLOOR

SECOND



FLOOR

FIRST



NOTES:

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DATE: APRIL 8, 1980

EXHIBIT B SHEET 4

SCALE: 1" = 10'

SEA VILLA CONDOMINIUMS

DWN. BY: DRJ CH'D. BY:

PROJECT No. 5-1633-1

OFF - REF
 DENOTES CONCRETE MONUMENT SET FOUND
 2263
 DENOTES IRON MARKER SET FOUND
 1247

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PREPARED FOR:
 RICHARD J. ADAMS

OUTLAW ENGINEERING ASSOCIATES INC.
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 1222 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901

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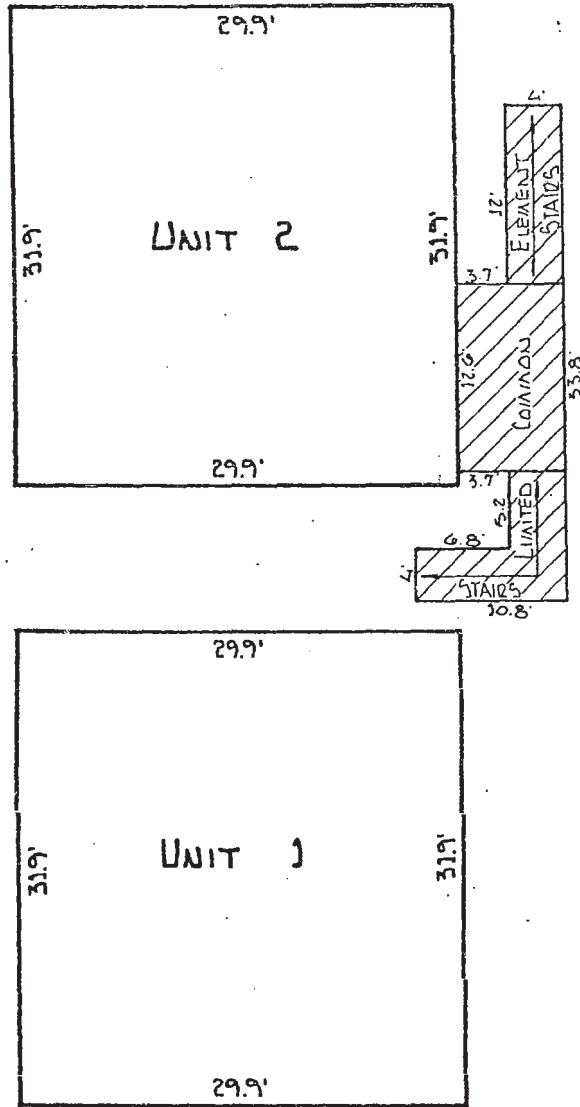
BUILDING NUMBER 3

FLOOR

SECOND

FLOOR

FIRST



NOTES:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. Common element within the actual building area includes the actual wall space, exterior to the inner decorated surfaces of the individual apartments, as discussed in Paragraphs 2.5 and 3.4 of the Declaration of Condominium.

DATE:
APRIL 8, 1980

EXHIBIT B SHEETS

SCALE:
1" = 10'

**SFA VILLA
CONDOMINIUMS**

DWN. BY: **DDJ**
CH'D. BY:

OFF. REC. CONCRETE MONUMENT SET FOUND PAGE

PROJECT No.
5-1633-1

DEMOTES IRON MARKER SET FOUND **2262** PAGE **218**

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

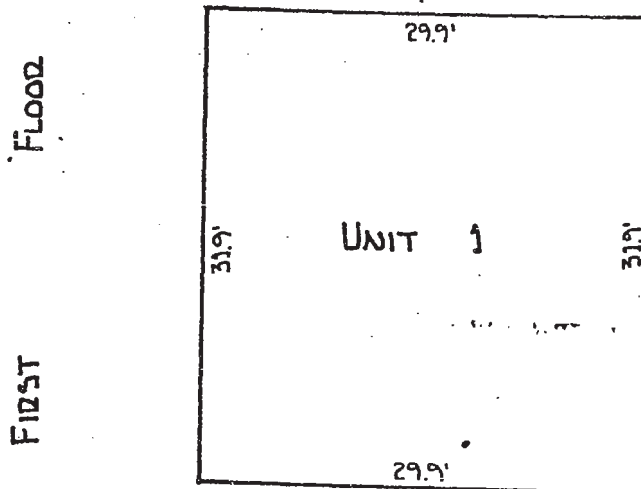
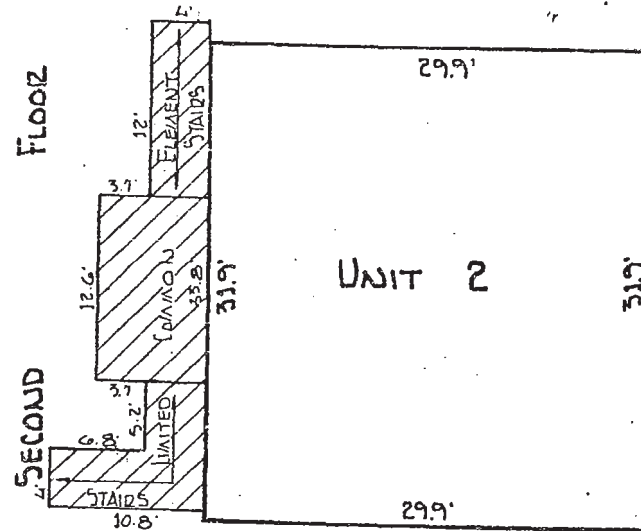
PREPARED FOR:
RICHARD J. ADAMS

**OUTLAW ENGINEERING ASSOCIATES INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS**

1222 NORTH HARBOR CITY BLVD.

MELBOURNE, FLA. 32901

BUILDING NUMBER 4



NOTES:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. Common element within the actual building area includes the actual wall space, exterior to the inner decorated surfaces of the individual apartments, as discussed in Paragraphs 2.5 and 3.4 of the Declaration of Condominium.

DATE: APRIL 8, 1980

EXHIBIT B SHEET 6

SCALE: 1" = 10'

SEA VILLA
CONDOMINIUMS

DWN. BY: CH'D. BY:
DRJ

PROJECT NO.
S-1633-1

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 - DENOTES IRON MARKER SET
 - 2262 FOUND

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PREPARED FOR:

RICHARD J. ADAMS

OUTLAW ENGINEERING ASSOCIATES INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS

1222 NORTH HARBOR CITY BLVD.

MELBOURNE, FLA. 32901

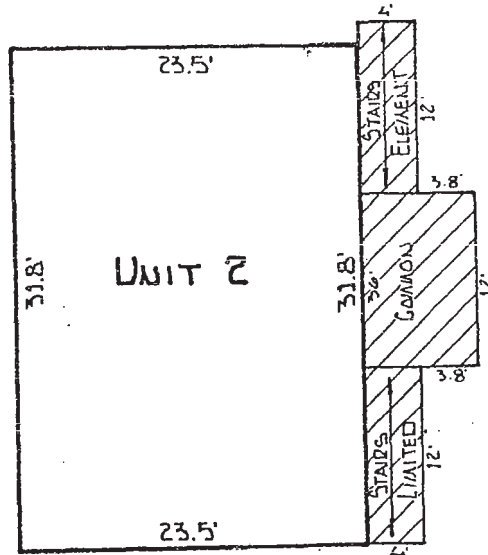
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1249

BUILDING NUMBER 5

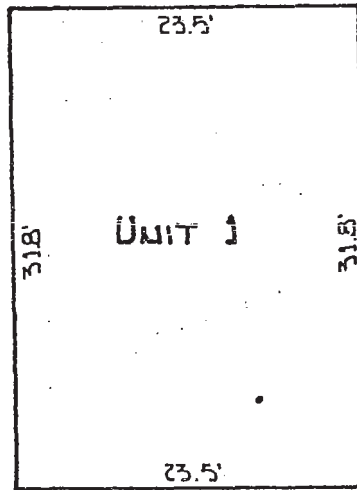
FLOOR

SECOND



FLOOR

FIRST



NOTES:

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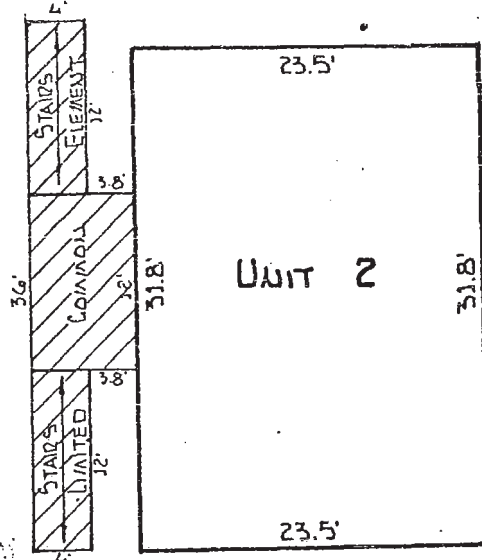
DATE: APRIL 8, 1980		EXHIBIT B SHEET 7		THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.	
SCALE: 1" = 10'		SEA VILLA CONDOMINIUMS			PREPARED FOR: RICHARD J. ADAMS
DWN. BY: DRJ	CH'D. BY:	<input type="checkbox"/> OFF-SET CONCRETE MONUMENT SET <input checked="" type="checkbox"/> FOUND <input type="checkbox"/> 2" DENVER IRON MARKER SET <input type="checkbox"/> FOUND			PAC 25 OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1222 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901
PROJECT No. S-1633-1					

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BUILDING NUMBER 6

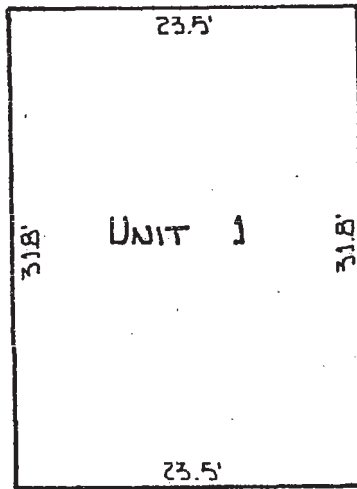
FLOOR

SECOND



FLOOR

FIRST



NOTES:

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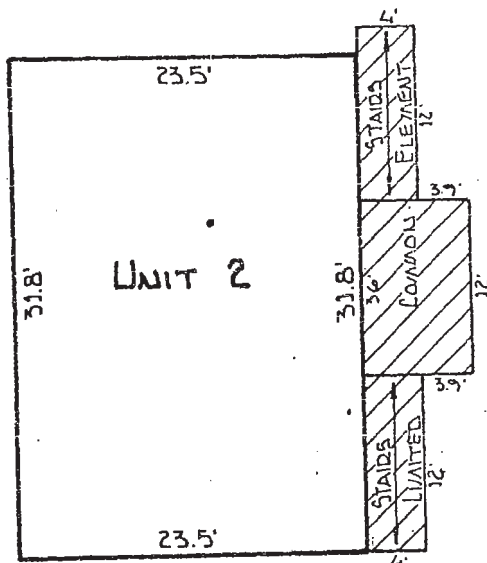
DATE: APRIL 8, 1980		EXHIBIT B SHEETS		THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND IT'S CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.	
SCALE: 1" = 10'		SEA VILLA			PREPARED FOR: RICHARD J. ADAMS
DWN. BY: DRJ	CH'D. BY:	CONDOMINIUMS			OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1272 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901
PROJECT No. S-1633-1		OFF REC	CONCRETE MONUMENT SET FOUND	PAGE 1251	
		○ 2282	IRON MARKER SET FOUND		

ORIGINAL PAGES

BUILDING NUMBER 7

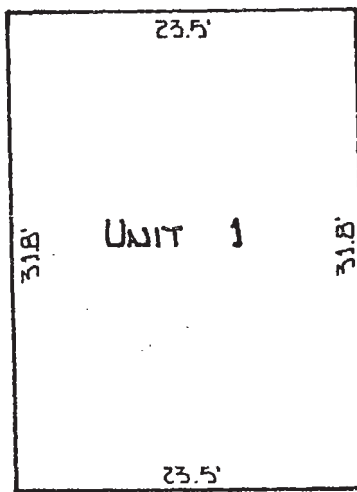
FLOOR

SECOND



FLOOR

FIRST



NOTES:

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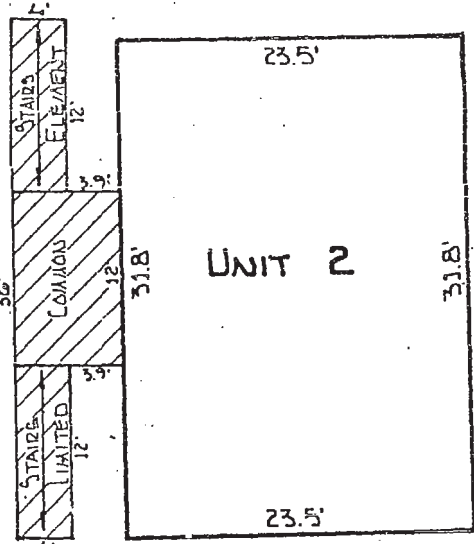
DATE: APRIL 8, 1980		EXHIBIT B SHEET 9		<small>THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.</small>
SCALE: 1" = 10'		SEA VILLA CONDOMINIUMS		
DWN. BY: DJS	CH'D. BY:	<input type="checkbox"/> ADJUSTED CONCRETE MONUMENT SET FOUND <input checked="" type="checkbox"/> OFF. REC. <input type="checkbox"/> DEMOTES IRON MARKER SET FOUND <input type="checkbox"/> 2262 FOUND		
PROJECT No. S-1633-1		PREPARED FOR: RICHARD J. ADAMS OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1222 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901		PAGE 252

CAGUILES PAGES

BUILDING NUMBER 8

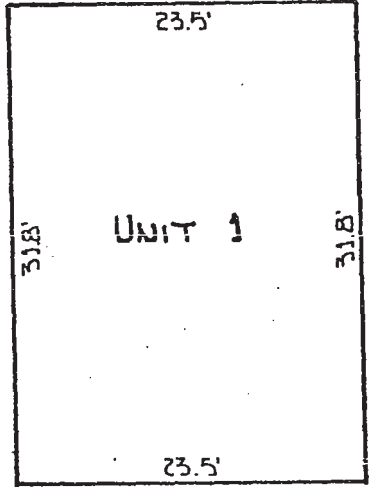
FLOOR

SECOND



FLOOR

FIRST

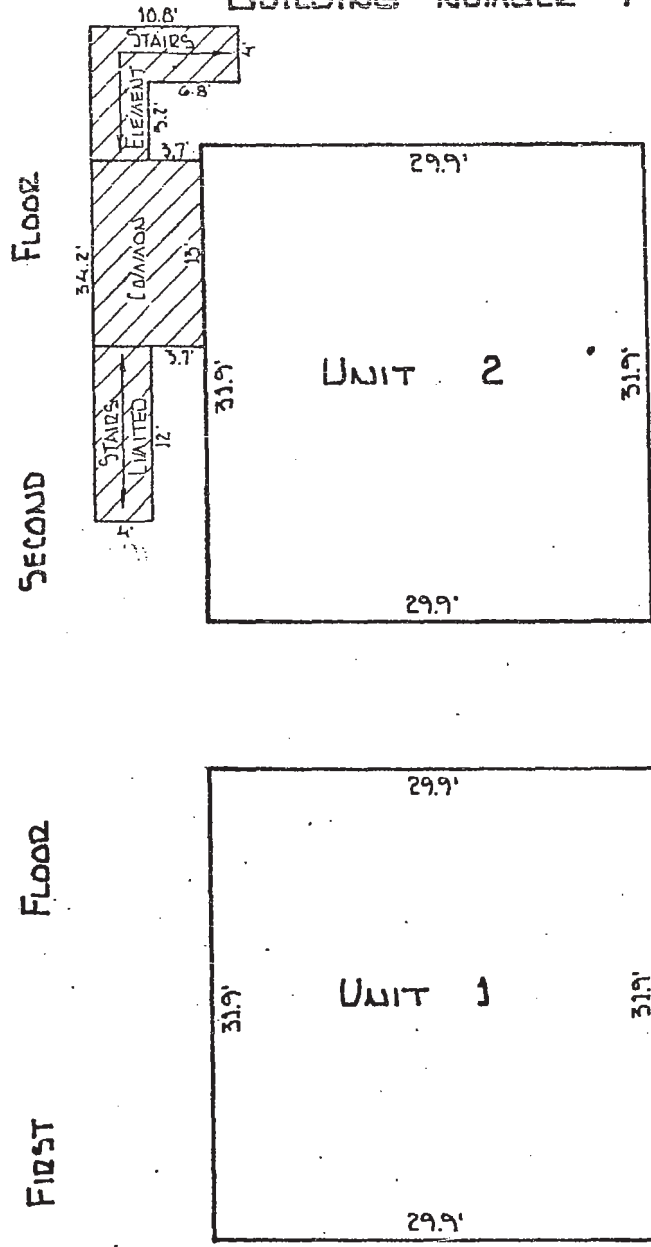


NOTES:

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2. Common element within the actual building area includes the actual wall space, exterior to the inner decorated surfaces of the individual apartments, as discussed in Paragraphs 2.5 and 3.4 of the Declaration of Condominium.

DATE: APRIL 8, 1980	EXHIBIT B SHEET 10	THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND IT'S CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.
SCALE: 1" = 10'	SEA. VILLA CONDOMINIUMS	PREPARED FOR: RICHARD J. ADAMS
DWN. BY: DRJ CH'D. BY:	OFF. RECORD <input checked="" type="checkbox"/> CONCRETE MONUMENT SET FOUND <input type="checkbox"/> PENNANTS IRON MARKER SET FOUND 2262 FOUND 1253	OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1727 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901
PROJECT No. 5-1633-1	PAGE	

BUILDING NUMBER 9



OFF. REC. 2262
PAGE 1254

NOTES:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. Common element within the actual building area includes the actual wall space, exterior to the inner decorated surfaces of the individual apartments, as discussed in Paragraphs 2.5 and 3.4 of the Declaration of Condominium.

DATE: APRIL 8, 1980
SCALE: 1" = 10'
DWN. BY: DRJ
CH'D. BY:
PROJECT No. S-1633-1

EXHIBIT B SHEET 11
SEA VILLA
CONDOMINIUMS
□ - DENOTES CONCRETE MONUMENT SET
■ - DENOTES IRON MARKER SET
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● - DENOTES IRON MARKER SET

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PREPARED FOR:
RICHARD J. ADAMS

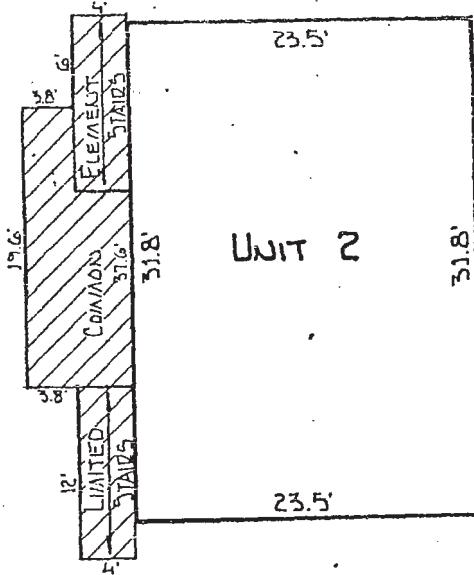
OUTLAW ENGINEERING ASSOCIATES INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
1272 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901

OUTLAW P.L.L.C.

BUILDING NUMBER 11

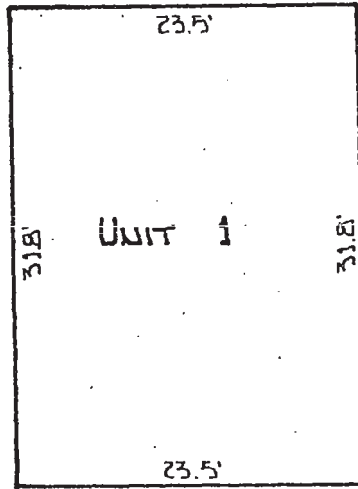
FLOOR

SECOND



FLOOR

FIRST



PAGE 1256

OFF. REC. 2282

NOTE:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. Common element within the actual building area includes the actual wall space, exterior to the inner-decorated surfaces of the individual apartments, as discussed in paragraphs 2.5 and 3.4 of the Declaration of Condominium.

DATE: APRIL 8, 1980	EXHIBIT B SHEET 13
SCALE: 1" = 10'	SEA VILLA CONDOMINIUMS
DWN. BY: DJJ	CH'D. BY:
PROJECT NO. S-1633-1	<input type="checkbox"/> - DENOTES CONCRETE MONUMENT SET <input type="checkbox"/> - DENOTES IRON MARKER SET <input type="checkbox"/> - DENOTES IRON MARKER FOUND <input type="checkbox"/> - DENOTES IRON MARKER FOUND

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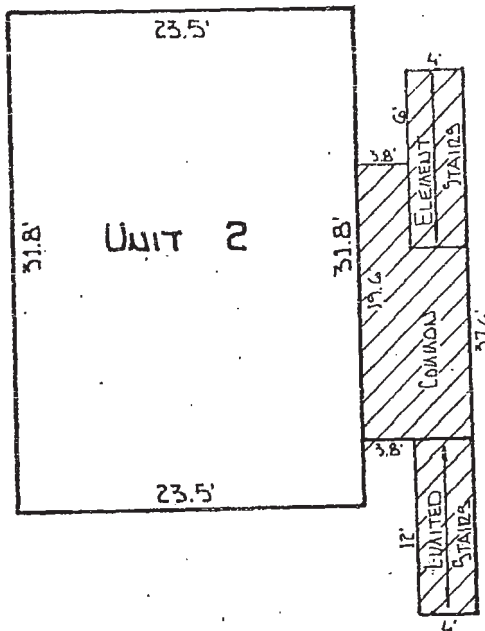
PREPARED FOR:
RICHARD J. ADAMS

OUTLAW ENGINEERING ASSOCIATES INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
1722 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901

BUILDING NUMBER 12

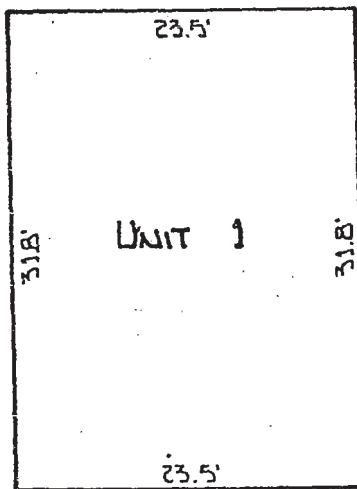
FLOOR

SECOND



FLOOR

FIRST



PAGE 1257

OFF. REC. 2262

NOTE:

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DATE: APRIL 8, 1980	EXHIBIT B SHEET 14	<small>THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.</small>
SCALE: 1" = 10'	SEA VILLA CONDOMINIUMS	
DWN. BY: DDJ	CH'D. BY:	PREPARED FOR: RICHARD J. ADAMS
PROJECT No. S-1633-1	<input type="checkbox"/> - DENOTES CONCRETE MONUMENT SET <input type="checkbox"/> - DENOTES IRON MARKER SET <input type="checkbox"/> - DENOTES IRON MARKER SET FOUND <input type="checkbox"/> - DENOTES IRON MARKER SET FOUND	OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS 1227 NORTH HARBOR CITY BLVD. MELBOURNE, FLA. 32901

OGLIVIE PRESS

EXHIBIT "C"
TO THE
DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION

OFF. REC.
2262

PAGE
1258

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
SEA VILLA CONDOMINIUM ASSOCIATION, INC.

filed on May 5, 1980.

The Charter Number for this corporation is 752323.



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of April, 1980.

A handwritten signature in cursive script.
George Firestone
Secretary of State

OFF. REC.
2262

PAGE
1259

ARTICLES OF INCORPORATION
OF
SEA VILLA CONDOMINIUM ASSOCIATION, INC.

a corporation organized under
the laws of the State of Florida

The undersigned do hereby associate themselves for the purpose of forming a corporation. Pursuant to the provisions and the laws of the State of Florida, we certify as follows:

ARTICLE I

The name of the corporation shall be SEA VILLA CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal place of business located at 1425 North A1A, Satellite Beach, Florida.

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act", for the operation of SEA VILLA, a condominium to be created pursuant to the provisions of the Condominium Act.

ARTICLE III

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

A. The Association shall have all of the common law and statutory powers of a corporation and not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

B. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by Condominium, and all of the powers and duties reasonably necessary to operate the SEA VILLA CONDOMINIUM pursuant to the Declaration thereof, and as they may be amended from time

to time.

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

D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

A. The members of the Association shall consist of all of the record owners of condominium units of SEA VILLA CONDOMINIUM hereinafter referred to as "Condominium Units", and after termination of a Condominium shall consist of those who are members at the time of such termination, and their successors and assigns, together with record owners of apartments in condominiums not terminated.

B. Membership shall be acquired by recording in the Public Records of Brevard County, Florida, a deed or other instrument establishing record title to a Condominium Unit in SEA VILLA CREEK CONDOMINIUM, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more than one unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any unit.

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

D. On all matters upon which the membership shall be entitled to vote, there shall be one vote for each unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one unit shall be entitled to one vote

for each unit he owns, except as otherwise provided in the By-Laws.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

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

<u>NAMES</u>	<u>ADDRESSES</u>
Hubert C. Normile, Jr..	482 North Harbor City Boulevard Melbourne, Florida 32935
Glenda Sanford	482 North Harbor City Boulevard Melbourne, Florida 32935

ARTICLE VII

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Vice President. Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT	Richard J. Adams 4367 North Federal Highway Fort Lauderdale, Florida 33308
VICE PRESIDENT	Jan McCormick 1425 A1A Highway Satellite Beach, Florida 32937
SECRETARY/ TREASURER	Hubert C. Normile, Jr. 482 North Harbor City Blvd. Melbourne, Florida 32935

ARTICLE VIII

A. The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be not less than three (3) nor more than seven (7). Until such time as unit owners other than the Developer own fifteen (15%) percent or more of the units which will ultimately be operated by the Association as set forth in Article XIII below, the number of persons which shall constitute the entire Board of Directors shall be three (3), all of which shall be appointed by the Developer.

Subsequent to unit owners other than the Developers obtaining ownership of fifteen (15%) percent or more of the units ultimately to be operated by the Association the number of Directors which shall constitute the entire Board of Directors shall be three (3), two (2) of whom shall be appointed by the Developer and one (1) of whom shall be elected by the unit owners other than the Developer.

Subsequent to the expiration of three (3) years after sales by the Developer have been closed on fifty (50%) percent of the units that will ultimately be operated by the Association; or the expiration of three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will ultimately be operated by the Association; or upon the date whereupon all the units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; whichever event shall be the first to occur, the number of Directors who shall constitute the entire Board of Directors shall be three (3) to be elected by unit owners other than the Developer and to be appointed by the Developer as follows:

1. The owners, other than Developer, of units in

VILLA CONDOMINIUM, shall elect a total of two (2) Directors.

2. For so long as Developer holds any units in any condominium operated by the Association for sale in the ordinary course of its business, all members of the Board of Directors not elected by the unit owners in accordance with subparagraph A (1) above, shall be appointed by the Developer.

3. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

B. The first annual membership meeting shall be held in November of the year following the date upon which the Declaration of Condominium has been filed in the Public Records of Brevard County, Florida.

C. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Richard J. Adams	4367 North Federal Highway Fort Lauderdale, Florida 33308
Jan McCormick	1425 A1A Highway Satellite Beach, Florida 32937
Hubert C. Normile, Jr.	482 North Harbor City Boulevard Melbourne, Florida 32935

ARTICLE IX

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged

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guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

ARTICLE X

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

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

B. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by members of their duly authorized representatives at reasonable times, and written summaries which shall be supplied at least annually to members or their duly authorized representatives.

ARTICLE XII

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

A. Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is to be considered.

B. A resolution for the adoption of a proposed Amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an Amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an Amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held not sooner

than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such Amendment. Directors and members not present in person or by proxy at the meeting considering the Amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(2) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than Developer, all Amendments to the Articles of Incorporation shall be approved as set forth in Paragraph 12 B (1) above.

C. Provided, however, that no Amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in writing by all members and the joinder of all record owners of mortgages on the Condominium Units, including the Developer. No Amendment shall be adopted without the consent and approval of the Developer, so long as it shall own one (1) or more condominium units in the SEA VILLA CONDOMINIUM. No Amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any Amendment make any changes which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserve to the Developer, or any person who is an Officer, Stockholder or Director of the Developer, or any corporation having some or all of its Directors, Officers or Stockholders in common with the Developer, unless the Developer shall join in the execution of such Amendment.

D. A copy of each Amendment shall be filed with the Department of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Department of State shall be recorded in the Public Records of

Brevard County, Florida.

ARTICLE XIII

Whenever referred to in these Articles of Incorporation, the term "Developer" shall refer to SEA VILLA, INC., a Florida corporation, its successors or assigns.

The term "Units that will be ultimately operated by the Association" shall refer to the approximate twenty-two (22) condominium units that are a part of SEA VILLA CONDOMINIUM.

ARTICLE XIV

The Registered Agent to accept service of process within this State for said corporation shall be Hubert C. Normile, Jr., 482 North Harbor City Boulevard, Melbourne, Florida.

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

s/ Hubert C. Normile, Jr.
HUBERT C. NORMILE, JR.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 23rd day of April, 1980.

s/ Hubert C. Normile, Jr.
HUBERT C. NORMILE, JR.

s/ Glenda Sanford
GLENDA SANFORD

s/ Richard J. Adams
RICHARD J. ADAMS

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared HUBERT C. NORMILE, JR. and GLENDA SANFORD and Richard J. Adams who, after being duly sworn, acknowledged that they executed the foregoing

Articles of Incorporation for the purposes expressed therein.

WITNESS my hand and official seal in Melbourne, Brevard County,
Florida, this 23rd day of April, 1980.

Patricia Matarazzo
Notary Public

My Commission Expires:

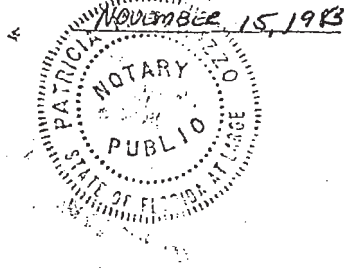


EXHIBIT "D"
TO THE
DECLARATION OF CONDOMINIUM

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EXHIBIT "D"

TO THE
DECLARATION OF CONDOMINIUM

BY-LAWS
SEA VILLA CONDOMINIUM ASSOCIATION, INC.
a corporation organized under
the laws of the State of Florida

1. Identity. These are the By-Laws of SEA VILLA CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation organized and existing under the laws of the State of Florida, and pursuant to the provisions of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter referred to as the "Condominium Act".

1.1 The office of the Association shall be at 1425 North A1A, Satellite Beach, Florida.

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

1.3 The seal of the Association shall bear the name of the corporation, the word, "Florida"; the words, "Corporation not for profit", and the year of incorporation.

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the Association at 8:00 p.m. on the second Thursday of November of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership, provided, however, until SEA VILLA, INC., a Florida corporation, hereinafter called the "Developer", has closed upon the sales of all of the Condominium Complex, hereinafter referred to as "Condominium Units", or until the Developer elects to terminate its control of the Association, or until one (1) year from the date of the Declaration of Condominium for the last condominium to be created at SEA VILLA has been recorded, whichever occurs first, no special members' meetings shall be called or convened, except with the consent and approval of the Developer.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed by Certified Mail, return receipt requested, not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the

meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the Condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

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

2.5 Voting.

(a) In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

(b) If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

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

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

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.

- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Election of New Directors. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.

2.10 Turnover Meeting. Not later than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and of the Association held by or controlled by the Developer as to each condominium operated by the Association.

2.11 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until one (1) year from the date of the Declaration of Condominium for the last condominium to be created at SEA VILLAs has been recorded, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

2.12 Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and board members at all reasonable times.

3. Directors.

3.1 Membership. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, subject to the provisions of subparagraph 2.9 hereof.

(b) The Board of Directors may, at its election, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such committee, such designation shall be made not less than thirty (30) days prior to the annual election meeting, and such committee shall be

charged with the duty of nominating one person for each Director to be elected, provided, however, additional nominations from condominium owners shall be received from the floor prior to elections at the annual meeting.

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

(d) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors during the period prior to the filling of the vacancy by the person or body having the right to originally elect or appoint such Director, as provided herein in Article 3.16.

(e) Any Director may be removed by concurrence of a majority of the vote of the condominium owners at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning condominium units in such Condominium at the same meeting.

(f) Provided, however, that the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any Director originally appointed by it.

3.3 The term of each Director's service, subject to the provisions of 3.2(e) and 3.2(f) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors' meetings shall consist of a majority of the

entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

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

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

3.12 The order of business at Directors' meetings shall be:

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

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association, provided, Directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors.

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

3.15 Open Meetings. Except in emergency situations, meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of the members.

3.16 Vacancies. A vacancy in any directorship shall be filled by the person or body having the right to originally elect or appoint such Director.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required.

5. Officers

5.1 The executive officers of the Association shall be a President,

who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice President, nor shall the President or a Vice President also be Secretary or an Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting, excepting for a Vice President, who may be removed only by the vote of the other Directors, if any, elected from his condominium at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the officer to the office so vacated.

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

5.3 Each Vice-President shall act as Chairman of a committee of the Board, one (1) such committee to be created for each of the condominiums administered by the Association for the purpose of dealing with matters peculiar to and solely the concern of such condominium, the remaining members of such committee to consist of the other Directors elected to the Board by such condominium. Any Vice-President may be elected by a majority of the members present at any duly constituted meeting to exercise the powers and duties of the President in the event of the President's absence or disability, the Vice-Presidents shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

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

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

5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developer shall receive any compensation for his services as an officer. Nothing herein shall

be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Board and such officer or Director.

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

6.1 Accounts. A separate account shall be maintained for each condominium administered by the Association. Receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate, as the Board of Directors may decide:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, should the Board of Directors decide it is necessary, except expenditures chargeable to reserves to additional improvements or to operations.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually, should the Board of Directors decide it is necessary.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, should the Board of Directors decide it is necessary.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, should the Board of Directors decide it is necessary.

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

6.2 Budget.

(a) Adoption by Board of Directors. The Board of Directors shall adopt a budget for each condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expenses and which may provide for funds for reserves for such condominium. The adoption of a budget for each such condominium shall comply with the requirements herein-

after set forth:

(1) Notice of meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(2) Recall of Directors and Revision of Budget.

(a) Special membership meeting. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any year exceeding one hundred fifteen (115%) per cent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) per cent of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.

(b) Recall of Directors. During such period as Developer shall have the right to elect a majority of the Directors of the Association, recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of all of the unit owners of such condominium. Subsequent thereto, the recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of not less than seventy-five (75%) per cent of the unit owners of such condominium.

(d) Revision of Budget. During such period of time as the Developer shall have the right to elect a majority of the Directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners of such condominium. Subsequent thereto, the revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of all unit owners.

(3) Provisio. So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred fifteen (115%) per cent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(4) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth, nor shall the members be entitled to recall any Board members in the manner hereinabove set forth.

(5) Budget Requiring Assessments Against Unit Owners Exceeding

One Hundred Fifteen (115%) Percent of Assessments For the Preceding Year.

In determining whether a budget requires assessment against unit owners in any year exceeding One hundred fifteen (115%) per cent of assessments for the preceeding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium 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 if the By-Laws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

(b) Adoption of Budget by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of sub-paragraph (a) above, the Directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in paragraph (2) above, and such budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

6.3 Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment provides to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment Installments Upon Default. If a condominium unit owner shall be in default in the payment of installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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

6.6 Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

6.7 Audit. An audit of the accounts of the Association may be made

from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board to the extent that it applies to the condominium wherein the member owns a condominium unit.

7. Parliamentary Rules. Roberts/Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members of the condominium administered by the Association; or

(b) Not less than seventy-five percent (75%) of the votes of the entire membership from the condominium administered by the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the By-Laws shall be approved as set forth in sub-paragraph 8(a) or (d); and

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the By-Laws shall be approved as set forth in paragraph 8(a) or (d).

(d) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.

8.1 Provisio. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the

Articles of Incorporation, or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own one (1) or more condominium units in the condominium development known as SEA VILLA.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded as amendment to the Declaration of Condominium of the condominium whose unit owners constitute the membership of the Association, in the Public Records of Brevard County, Florida.

The foregoing were adopted as the By-Laws of SEA VILLA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on this _____ day of _____, 1980.

Secretary

Approved:

President

AMENDMENT TO
DECLARATION OF CONDOMINIUM

Storms, Krasny, Normile,
Detmer & Gillin, P. A.
482 N. Harbor City Blvd.
Melbourne, Florida 32935

SEA VILLA, INC., being the owner of fee simple title of record to those certain lands submitted to condominium ownership by Declaration of Condominium filed by Sea Villa, Inc., as Developer, in Official Records Book 2262 at Page 1217 of the Public Records of Brevard County, Florida, does hereby amend said Declaration in the following manner:

1. Paragraph 12.1 is hereby amended to read as follows:

12.1 Apartments. Each of the apartment units shall be occupied only as a single family private dwelling by the owner and members of his family not less than sixteen (16) years of age, subject to the provisions of paragraphs 12.3 and 12.7 hereof. Except as reserved to Developer, no apartment unit may be divided or subdivided into a smaller unit.

2. Paragraph 12.4 is hereby amended to read as follows:

12.4 Pets. No pets shall be maintained or kept in any of the apartments other than gold fish, tropical fish and the like, and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for a commercial use except as may be specifically provided for and authorized by the rules and regulations of the Association as they may from time to time be adopted or amended, or pursuant to the written consent of the Board of Directors of the Association, or of the Developer, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated except pursuant to the terms and conditions of the written consent. All pets shall be maintained and kept pursuant to the rules and regulations promulgated by the Association, and in the event that any condominium unit owner fails to abide by the rules and regulations of the Association regarding pets as they may from time to time be adopted or amended, said condominium owner may be sued by the Association and taken to Court to enforce the rules and regulations adopted and promulgated by the Association, and in such event said condominium owner shall be responsible for all costs and expenses incurred by the Association in enforcing its rules and regulations including Court costs and reasonable attorneys' fees.

3. Paragraph 12.7 is hereby amended to read as follows:

12.7 Leasing Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guest, provided that no apartment shall be leased to an unmarried person under the age of twenty-one (21) years except with the express written consent of the Board of Directors of the Association or of the Developer, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner; nor shall any leased apartment be occupied, permanently or temporarily by any person under the age of sixteen (16) years, except with the express written consent of the Association or of the Developer. No lease shall have a term of less than one (1) month. No rooms may be rented and no transient tenants shall be accommodated in any apartment or shall any lease

STORMS, KRASNY,
NORMILE, DETMER
& GILLIN, P. A.
ATTORNEYS AT LAW
482 N. HARBOR CITY BLVD
MELBOURNE, FLORIDA
32935
PHONE
254-1776

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of any apartment release or discharge the owner thereof compliance with any of his obligations and duties as an apartment owner. All of the provisions of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws and designating the Association as the apartment owner's agent for the purpose and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether specifically expressed in such agreement or not.

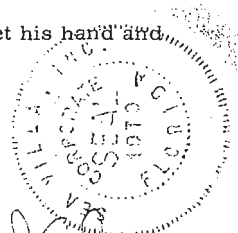
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 31st day of October, 1980.

Signed, sealed and delivered in the presence of:

SEA VILLA, INC.

Glenda Sanford
Linda R. Slaughter

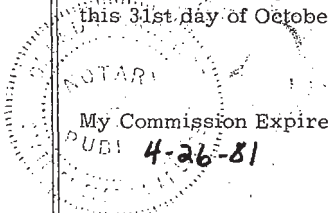
By: Richard J. Adams
Richard J. Adams, President



STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared RICHARD J. ADAMS, President of Sea Villa, Inc., a Florida corporation, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereto to be the act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, 1980.



Glenda Sanford
Notary Public

This instrument prepared by:
Hubert C. Normile, Jr., Esq.
482 North Harbor City Boulevard
Melbourne, Florida 32935

STORMS, KRASNY,
NORMILE, DETTMER
& GILJIN, P. A.
ATTORNEYS AT LAW
482 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA
32935
PHONE
254-1776

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

SEA VILLA, INC., being the owner of fee simple title of record to those certain lands submitted to condominium ownership by Declaration of Condominium filed by Sea Villa, Inc., as Developer, in Official Records Book 2262 at Page 1217, and amended in Official Records Book 2264, Page 1964, of the Public Records of Brevard County, Florida, does hereby amend said Declaration in the following manner:

1. Paragraph 3.5 is hereby amended to read as follows:

3.5 Apartments. There are twenty-four (24) apartments in the apartment building, each apartment being identified by the use of a building number and unit number which identifies the location of the apartment as graphically described in Exhibit "B" attached hereto.

2. Paragraph 8.5 is hereby amended to read as follows:

8.5 The funds represented by the payment of One Hundred Dollars (\$100.00) by the purchaser of each apartment at the time of conveyance of the apartment by the Developer shall be a working capital fund of the Association and may be utilized for startup expenses, common expenses paid or accrued prior to and subsequent to the commencement date of regular monthly installments for the payment of assessments, deficiencies, and for any purpose for which the Association could levy an assessment pursuant to this Article, and said funds shall not be set up as a reserve by the Association, and are not expected to create a surplus.

3. Paragraph 13.2(b)(2) is hereby amended to read as follows:

13.2(b)(2) Lease. If the proposed transaction is a lease, then within five (5) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by any officer of the Association in nonrecordable form.

4. Exhibit "A" to the Declaration of Condominium (Common Ownership Percentages) is hereby amended to read as follows:

UNIT TYPE	UNIT NO.	PERCENTAGE OWNERSHIP PER UNIT	TOTAL NUMBER UNITS	TOTAL PERCENTAGE OWNERSHIP
A	Two Bedroom	4.16%	8	33.3%
B	One Bedroom	4.16%	16	66.7%

5. Exhibit "B", page two, Article IV, paragraph B to the Declaration of Condominium (Articles of Incorporation) is hereby amended to delete from the name of the Condominium the word "Creek".

STORMS, KRASNY,
NORMIE, DETMER
& GILLIN, P. A.
ATTORNEYS AT LAW
482 N. HARBOR CITY BLVD
MELBOURNE, FLORIDA
32935
PHONE
254-1776

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6. Exhibit "B", page eight, Article XIII, paragraph two to the Declaration of Condominium (Articles of Incorporation) is hereby amended to read as follows:

The term "Units that will be ultimately operated by the Association shall refer to the approximate twenty-four (24) condominium units that are a part of SEA VILLA CONDOMINIUM.

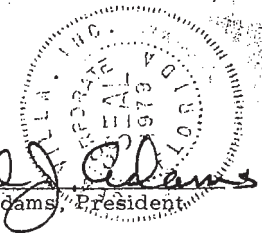
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 15th day of November, 1980.

Signed, sealed and delivered in the presence of:

SEA VILLA INC.

Hubert C. Normile, Jr.

By *Richard J. Adams*
Richard J. Adams, President



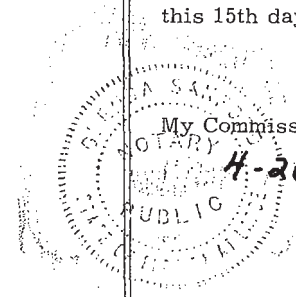
Glenda Sanford

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared RICHARD J. ADAMS, President of Sea Villa, Inc., a Florida corporation, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereto to be the act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of November, 1980.

Glenda Sanford
Notary Public



My Commission Expires:
4-26-81

This instrument prepared by:
Hubert C. Normile, Jr., Esq.
482 North Harbor City Boulevard
Melbourne, Florida 32935

STORMS, KRASNY,
NORMILE, DETTMER
& GILLIN, P. A.
ATTORNEYS AT LAW
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MELBOURNE, FLORIDA
32935
PHONE
254-1776

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

Gene S. Boger, Esquire)
TAYLOR & CARLS, P.A.)
150 N. Westmonte Drive)
Altamonte Springs, FL 32714)
(407) 660-1040)

Cross reference to the Declaration of Sea)
Villa Condominium recorded in Official)
Records Book (ORB) 2262, Page 1217; and)
amendments at ORB 2264, Page 1964 and)
ORB 2272, Page 2711, all of the Public)
Records of Brevard County, Florida.)

**CERTIFICATE OF THIRD AMENDMENT
TO THE DECLARATION OF SEA VILLA CONDOMINIUM**

and

**CERTIFICATE OF FIRST AMENDMENT TO THE
BY-LAWS OF SEA VILLA CONDOMINIUM ASSOCIATION, INC.**

and

**CERTIFICATE OF FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION OF SEA VILLA
CONDOMINIUM ASSOCIATION, INC.**

I. **THIS IS TO CERTIFY** that the following language amending Sections 7.3, 14.2, and 16 of the Declaration and adding Section 2.10 to the Declaration constitute the Third Amendment to the Declaration of Sea Villa Condominium, as recorded in Official Records ("OR") Book 2262, Page 1217 and amended at OR Book 2264, Page 1964 and O.R. Book 2272, Page 2711 all of the Public Records of Brevard County, Florida, which was duly and properly adopted pursuant to the provisions of Section 16 of the Declaration on August 9, 2009, to wit.

Set forth below are the amendments that were approved, the effective date of which shall be the date of recording this instrument in the Public Records of Brevard County, Florida.

1. Section 2.10 of the Declaration is hereby added to read as follows:

2.10 Voting Interests means all votes allocated to unit owners, which is one vote for each condominium unit owned or twenty-four (24) votes.

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2. Section 7.3 of the Declaration is hereby amended to read as follows:

7.3 Alteration and Improvement. After completion of the improvements included in the common elements which are contemplated in the Declaration, there shall be no alteration or further improvements of common elements without the prior approval, in writing, by record owners of sixty-six and two-thirds (66 2/3%) percent of all apartment unit owners in the Condominium **the voting interests**, together with the approval of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent. ~~This paragraph shall have no application to the rights vested in the Developer pursuant to the provisions of paragraph 3.2 and 3.2 (a) hereof.~~

3. Section 14.2 of the Declaration is hereby amended to read as follows:

14.2 Limitation. If at any time the Association shall be the owner or agreed Purchaser of three (3) or more apartments in the Condominium, it may not purchase any additional apartments therein without the prior ~~written~~ approval of seventy-five (75%) percent of the ~~members eligible to vote~~ **voting interests**. If at any time the Association shall be the owner or agreed Purchaser of an aggregate of ten (10) or more apartments in all of the Condominiums administered and operated by it, it may not purchase any additional apartments without the prior ~~written~~ approval of seventy-five (75%) percent of the ~~members~~ **voting interests** eligible to vote. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the apartment plus the amount due the Association, nor shall the limitation of this paragraph apply to apartments to be acquired by the Association in lieu of foreclosure of such liens if the consideration thereof does not exceed the cancellation of such lien and the assumption of any existing mortgage indebtedness on the apartment.

4. Section 16 of the Declaration is hereby amended to read as follows:

16. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

16.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning apartments in the Condominium. Owners may

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propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by ~~persons owning~~ not less than ten (10%) percent of the ~~apartment in the Condominium~~ **voting interests**. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act, the Vice President elected by the Directors from the Condominium, or, in the event of his refusal or failure to act, then the Board of Directors, shall call a meeting to those members of the Association owning apartments in the Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and not less than fifty-one (51%) of the ~~apartment owners of SEA VILLA CONDOMINIUM~~ **voting interests**; or

(b) Not less than seventy-five (75%) percent of the ~~entire membership from each of the condominiums administered by the Association, provided, however, that until such time as a majority of the members of the Board of Directors are elected by unit owners other than the Developer, all amendments to the Declaration shall be approved as set forth in Paragraph 16.2 (a) or (d)~~ **voting interests**; and

(c) In the alternative, an amendment may be made by an Agreement signed and acknowledged by **one hundred (100%) percent of the** ~~all condominium owners~~ **voting interests** in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida, ~~provided, however, that until such time as a majority of the members of the Board of Directors are elected by unit owners other than the Developer all amendments to the Declaration shall be approved as set forth in Paragraph 6.2 (a) or (d).~~

16.3 Provisio. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned all record owners of

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mortgages on such Unit shall join in the execution of the amendment; neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of such amendment. ~~No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in the SEA VILLA CONDOMINIUM. No amendment shall make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers, or stockholders in common with the Developer unless the Developer shall join in the execution of such amendment~~

16.4 Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, and the said Certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Brevard County, Florida.

II. **THIS IS TO CERTIFY** that the following language amending Sections 2.2, 2.3, 3.2, 3.13, 6.2.2(d), 8, 8.1 and 8.2 of the By-Laws constitute the First Amendment to the By-Laws of Sea Villa Condominium Association, Inc., as recorded in Official Records ("OR") Book 2262, Page 1269 of the Public Records of Brevard County, Florida, which was duly and properly adopted pursuant to the provisions of Section 8 of the By-Laws on August 9, 2009 and again, to wit.

1. Section 2.2 of the By-Laws is hereby amended to read as follows:

2.2 Special member's meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the ~~votes of the entire membership~~ voting interests, provided, however, until SEA VILLA, INC., a Florida corporation, hereinafter called the "Developer", has closed upon the sales of all the Condominium Complex, hereinafter referred to as "Condominium Units", or until the Developer elects to terminate its control of the Association, or until one (1) year from the date of the Declaration of Condominium for the last condominium to be created at SEA VILLA has been recorded, whichever occurs first, no special member's meeting shall be called or convened, except with the consent and approval of the Developer.

2. Section 2.3 of the By-Laws is hereby amended to read as follows:

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2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed, **hand delivered or electronically transmitted** by ~~Certified mail, return receipt requested,~~ not less than fourteen (14) days nor more than forty-five (45) days prior to the date of meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the Condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

3. Section 3.2 of the By-Laws is hereby amended to read as follows:

3.2 Election of Directors shall be conducted in the following manner:

(e) Any Director may be removed by concurrence of a majority of the ~~vote of the condominium owners~~ **voting interests** at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members owning condominium units in such Condominium at the same meeting.

4. Section 3.13 of the By-Laws is hereby amended to read as follows:

3.13 Director's fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the ~~entire membership of the Association, provided, Directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors~~ **voting interests**.

5. Section 6.2 of the By-Laws is hereby amended to read as follows:

6.2 Budget

(d) Revision of Budget. ~~During such period of time as the Developer shall have the right to elect a majority of the Directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners of such condominium. Subsequent thereto, T~~the revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of ~~all unit owners~~ **the voting interests**.

6. Section 8 of the By-Laws is hereby amended to read as follows:

CODING: Additions by **Bold Underline**, Deletions by **~~Strikeout~~**

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership voting interests. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the ~~votes of the members of the condominium administered by the Association~~ voting interests; or

(b) Not less than seventy-five percent (75%) of the ~~votes of the entire membership from the condominium administered by the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the By-Laws shall be approved as set forth in sub-paragraph 8 (a) or (d)~~ voting interests; and

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by ~~all condominium owners~~ one hundred (100%) percent of the voting interests in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida. ~~Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the By-Laws shall be approved as set forth in paragraph 8 (a) of (d).~~

(d) ~~Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.~~

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7. Section 8.1 of the By-Laws is hereby amended to read as follows:

8.1 Provisio. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. ~~No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own one (1) or more condominium units in the condominium development known as SEA VILLA.~~

8. Section 8.2 of the By-Laws is hereby amended to read as follows:

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be recorded as amendment to the Declaration of Condominium ~~of the condominium whose unit owners constitute the membership~~ of the Association, in the Public Records of Brevard County, Florida.

III. **THIS IS TO CERTIFY** that the following language amending Article XII, Section B of the Articles of Incorporation constitutes the First Amendment to the Articles of Incorporation of Sea Villa Condominium Association, Inc., as recorded in Official Records ("OR") Book 2262, Page 1258 of the Public Records of Brevard County, Florida, which was duly and properly adopted pursuant to the provisions of Article XII of the Articles on August 9, 2009, to wit:

1. Article XII, Section B of the Articles is hereby amended to read as follows:

Article XII

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

* * * * *

B. A resolution for the adoption of a proposed Amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an Amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership voting interests. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting

CODING: Additions by **Bold Underline**, Deletions by ~~Strikeout~~

thereof. Upon an Amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such Amendment. Directors and members not present in person or by proxy at the meeting considering the Amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the ~~votes of the entire membership of the Association~~ **voting interests**; or

(2) Not less than seventy-five (75%) percent of the ~~votes of the entire membership of the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than Developer, all Amendments to the Articles of Incorporation shall be approved as set forth in Paragraph 12 B (1) above~~ **voting interests**.

[THIS HAS BEEN INTENTIONALLY LEFT BLANK]

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Executed at Indian Harbour Beach, Brevard County, Florida, on this the 9 day of September, 2009.

Signed, sealed and delivered in the presence of:

Denia CR
Signature of Witness
DENIA COKER
Print Name

Maureen Armoogam
Signature of Witness
MAUREEN ARMOOGAM
Print Name

Denia CR
Signature of Witness
DENIA COKER
Print Name

Maureen Armoogam
Signature of Witness
MAUREEN ARMOOGAM
Print Name

SEA VILLA CONDOMINIUM ASSOCIATION, INC.

By: Roderic Kreger
Vice-President

Print Name: Roderic Kreger

Address: 1425 Hwy A1A, #1
Sat. Beach, FL 32937

Attest: Lynn J. Fischer
Secretary

Print Name: Lynn Fischer

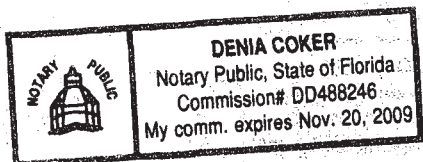
Address: 1425 Hwy A1A, #3
Satellite Beach, FL 32937

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 9 day of SEPTEMBER, 2009, by Roderic Kreger and Lynn Fischer who are personally known to me to be the Vice-President and Secretary, respectively, of SEA VILLA CONDOMINIUM ASSOCIATION, INC., or have produced US PASSPORT AND FL DL (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under 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 in the County and State last aforesaid on this 9 day of SEPTEMBER, 2009.



Denia CR
Notary Public - State of Florida
Print Name: DENIA COKER
Commission No.: _____
My Commission Expires: _____

Svl001 cert1