

DECLARATION OF CONDOMINIUM

ESTABLISHING

HACIENDA DEL MAR, A CONDOMINIUM

GEM Developers, Inc., a Florida corporation, hereinafter called "Developer", does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes called "this Declaration", as and for a plan of condominium apartment ownership for Developer, consisting of real property and improvements thereon as hereinafter described.

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

1. ESTABLISHMENT OF CONDOMINIUM.

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

1.2 NAME. The name by which this Condominium is to be identified is:

HACIENDA DEL MAR, A CONDOMINIUM.

1.3 LEGAL DESCRIPTION. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Brevard County, Florida, and are fully described in EXHIBIT "A", attached hereto and made a part hereof, which lands are hereinafter called "the land".

1.4 LOCATION AND SIZE OF CONDOMINIUM. Developer is the owner of the fee simple title to said real property situate in the City of Cocoa Beach, in the County of Brevard and State of Florida, on which property the Developer is constructing or has constructed one (1) apartment building containing thirty-eight (38) units, together with other appurtenant improvements as hereinafter described.

1.5 EFFECT. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known as the HACIENDA DEL MAR, A CONDOMINIUM, hereinafter called the "Condominium".

2. DEFINITION OF TERMS.

2.1 The definitions contained in the Florida Condominium Act are incorporated herein by reference and shall be the definition of like terms as used in this Declaration and the exhibits attached hereto, unless other definitions are specifically set forth.

PREPARED BY:

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As the term is used herein and in the exhibits hereto "Apartment" shall be synonymous with the term "Unit" as defined in said Act, and the term "Apartment Owner" synonymous with the term "Unit Owner" as defined therein. A "Condominium Parcel" means a unit together with the undivided share in the common elements, which are appurtenant to the unit.

2.2 The term "Developer" shall include the holder of a construction mortgage on the entire condominium property, which includes Banker's Trust Company, a New York banking corporation.

3. DESCRIPTION OF IMPROVEMENTS. The Condominium is described and established as follows:

3.1 SURVEY, SITE PLAN AND GARAGE AND PARKING PLAN. A survey, site plan of the land and improvements located thereon and garage and parking plan showing their respective locations and dimensions are attached hereto as Sheets 1 and 2 of EXHIBIT "B". EXHIBIT "B" consists of seven (7) sheets.

3.2 FLOOR PLANS. Floor plans showing the limited and common elements and the location and dimensions of each apartment are attached hereto as Sheets 3 through 7, inclusive, of EXHIBIT "B".

3.3 IDENTIFICATION OF APARTMENTS AND LIMITED COMMON ELEMENTS. For the purpose of identification, all apartments in the building located upon said land will be given identifying numbers; and no apartment bears the same identifying number as does any other apartment. Limited common elements which are appurtenant to a respective apartment bear the same identifying number as the respective apartment. Said identifying numbers are as set forth in Sheets 1 through 7, inclusive, of EXHIBIT "B".

3.4 ARCHITECT'S CERTIFICATE. The said survey, site plan, garage and parking plan and floor plans together with the wording of this Declaration are correct representations of the improvements described; and there can be determined therefrom the identification, location, dimensions and size of the limited and common elements and of each apartment, and is so stated in an Architect's Certificate attached hereto as EXHIBIT "C". Said survey, site plan, garage and parking plan and floor plans were prepared by DAVID M. PUTNAM, Architect, Florida Certificate Number 0003170, and have been certified in the manner required by the Florida Condominium Act.

3.5 AMENDMENT OF PLANS.

3.5.1 ALTERATION OF APARTMENT PLANS. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as it owns the apartments so altered. The Developer hereby reserves the right to remove any party walls between any Condominium Unit in order that the said units may be used together as one (1) integral unit. If the Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration; and if more than one (1) apartment is concerned, the Developer will apportion between the apartments the shares in the common elements appurtenant to the apartments concerned.

3.5.2 AMENDMENT OF DECLARATION. An amendment to this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, as hereinafter defined, apartment owners or lienors or mortgagees of apartments or of the Condominium, whether or not elsewhere required for an amendment. The Association is defined in Paragraph 9.1 herein.

4. EASEMENTS.

4.1 EASEMENTS THROUGH THE CONDOMINIUM. Easements are reserved through the Condominium property as may be required for utility services in order to adequately serve this Condominium; provided, however, such easements through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approval in writing by the apartment owner is obtained.

4.2 INGRESS AND EGRESS AND UTILITIES. The Developer reserves an easements over, upon and under the portion of the land of this Condominium used as a road and for utility purposes, for ingress and egress and for a means of providing utility services.

4.3 WATER AND SEWER. The water distribution system and sewer collection system, which are located on or about the said real property, are common elements of the Condominium and shall be maintained as any other common element.

4.4 PERPETUAL EASEMENT. All owners of units shall have as an appurtenance to their units, a perpetual easement for ingress to and egress from their units over stairs, terraces, balconies, walks and other common property from and to the public highways bounding the Condominium; and a perpetual easement or right in common with all persons owning an interest in any unit in the Condominium to the use and enjoyment of all public portions of buildings and to other common facilities located on or about the common property.

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

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

4.7 TELEVISION SIGNAL DISTRIBUTION SYSTEM EASEMENT. All units and the common property shall be subject to an Agreement entered into with Southland Communications, Inc., a Rhode Island corporation, also known as Communicable, involving the furnishing and maintenance of a system for the transmission and distribution of television signals, a copy of said Agreement is attached hereto and made a part hereof as EXHIBIT "G".

5. IMPROVEMENTS - GENERAL DESCRIPTION.

5.1 APARTMENT BUILDING. The Condominium consists of one (1) apartment building, which consists of five (5) floors and contains apartments and limited and common elements.

5.2 OTHER IMPROVEMENTS. Other improvements shall include landscaping, garage spaces, maintenance and recreation areas, automobile parking areas and private roads, all of which are part of the common elements and limited common elements.

6. APARTMENT BOUNDARIES.

6.1 BOUNDARIES. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

6.1.1 HORIZONTAL BOUNDARIES.

a. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(1) UPPER BOUNDARY - The horizontal plane of the undecorated finished ceiling.

(2) LOWER BOUNDARY - The horizontal plane of the undecorated finished floor.

6.1.2 PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

6.2 IDENTIFICATION OF IMPROVEMENTS. The apartments are identified and described as set forth in Sheets 1 through 7, inclusive, of EXHIBIT "B", and pursuant to Paragraph 3.3 of this Declaration.

7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

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

7.2 LIMITED COMMON ELEMENTS. Limited common elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. Limited common elements, appurtenant respectively to each of the units in this Condominium, are shown in Sheets 1 through 7, inclusive, of EXHIBIT "B". These limited common elements include parking areas, garage areas, storage areas, patios and balconies. These limited common elements shall pass with the respective unit as appurtenant thereto.

8. OWNERSHIP AND CONVEYANCE OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS.

8.1 CONVEYANCE OF APARTMENTS. Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership; and the owner or owners of each apartment shall own an undivided share in the common elements as an appurtenance to the ownership of each apartment in the Condominium.

8.2 APPURTENANT SHARE IN COMMON ELEMENTS. The share or percentage of ownership in the common elements attributable to each apartment is as set forth in the schedule attached hereto as EXHIBIT "D".

8.3.1 SUBDIVISION OF APARTMENTS. The space within any of the units and common property shall not be further subdivided, except as provided for in Paragraph 3.5.1 herein. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit; and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

8.3.2 CONVEYANCE OF COMMON ELEMENTS. The Developer hereby and each subsequent owner of any interest in a unit and in the common property by acceptance of a conveyance or instrument transferring an interest, waives the right of partition of any interest

in the common property under the laws of the State of Florida, as it exists now or hereinafter, until this Condominium apartment project is terminated according to the provisions hereof or by law. The fee title to each apartment shall include the apartment, its undivided interest in the common elements, and its respective interest in the limited common elements appurtenant thereto; said interests shall be deemed to be conveyed or encumbered with their respective apartment, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements or limited common elements appurtenant to each apartment will be null and void. Any owner may freely convey his interest in the unit together with an undivided interest in the common property subject to the provisions of this Declaration.

9. ADMINISTRATION OF CONDOMINIUM.

9.1 THE ASSOCIATION. The operation and management of the Condominium shall be administered by HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter called the "Corporation" or "Association".

9.2 POWERS AND DUTIES OF THE ASSOCIATION. The Association shall have all of the powers and duties incident to the operation of the Condominium as set forth in this Declaration and the Association's Articles of Incorporation and By-Laws, as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and the said Articles of Incorporation and By-Laws. True and correct copies of the Articles of Incorporation of HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC. and the By-Laws of said Association are attached hereto, made a part hereof and marked EXHIBIT "E" and EXHIBIT "F", respectively.

9.3 MODIFICATION OR AMENDMENT OF ARTICLES OF INCORPORATION AND BY-LAWS. No modification of or amendment to the Articles of Incorporation or the By-Laws of the Association will be valid unless duly recorded in the Public Records of Brevard County, Florida, as provided herein. Further, the Articles of Incorporation and By-Laws may be amended in a manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner or any mortgage covering any apartment.

9.4 TURN-OVER OF CONDOMINIUM. Anything in this Declaration or the exhibits attached hereto to the contrary notwithstanding, the provisions of this Declaration of Condominium and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the Condominium or levying of assessments is concerned, until actual management of the Condominium project is delivered and turned over by the Developer to the Association, which shall be on or before July 1st, 1975, at Developer's exclusive option. Until a turn-over is perfected as set out in this paragraph, the Developer shall retain management of the Condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. The maintenance fee, while the Developer is managing the Condominium, shall be \$39.00 per month for the one (1) bedroom, one-one half (1½) bath apartment; \$48.00 per month for the two (2) bedroom, two (2) bath apartments; \$56.00 per month for the two (2) bedroom, two (2) bath, family room apartments; and \$93.00 per month for the two (2) bedroom, two-one half (2½) bath family room apartment. Upon the turning over of the management of the Condominium project to the owners, the individual unit owners will at that time be liable for their respective common expenses as contemplated in this Declaration of Condominium in Paragraph 12. The Developer shall, during this management interim, have a lien on each Condominium parcel for any unpaid

assessments thereon and shall have the same legal remedies against the said parcel and the individual owner or owners as that available to the Association under the provisions of this Declaration for like non-payment, which remedies shall survive the date of turn-over.

9.4.1 TURN-OVER OF PREPAID COMMON EXPENSES. Upon turning over the management of the Condominium project to the owners through the Corporation or Association, the Developer shall deposit with the Corporation or Association, HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC., prepaid common expenses and shall then automatically be released from any liability to the individual owners or the Corporation and further duties of management.

9.4.2 NOTIFICATION OF TURN-OVER, ELECTION OF OFFICERS AND DIRECTORS. The Developer shall notify each owner of its intent to turn-over the said management to the owners not less than fifteen (15) days nor more than thirty (30) days prior to the date of said turn-over. Notice shall be sent to the owner's address, said address having previously been given to the Developer for such purpose; and time of notice shall commence upon mailing. Notwithstanding anything that may be stated to the contrary in this Declaration, the Articles of Incorporation and By-Laws of HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC., EXHIBIT "E" and EXHIBIT "F", respectively, at the time of turn-over the owners shall have an Owners' Meeting and elect new Directors of the operating Association, and which Directors shall in turn elect new officers and carry out the business of the Association pursuant to this Declaration, the said Articles of Incorporation and said By-Laws.

10. MEMBERSHIP IN ASSOCIATION, TERMINATION, AND VOTING RIGHTS. The qualification of members, the manner of their admission to membership, termination of membership and voting of members of the Association shall be as follows:

10.1 QUALIFICATIONS. The owners of all apartment units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 10.5 herein. The Developer shall be deemed owner for all purposes for each apartment unit to which the Developer holds a fee ownership interest.

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

10.3 INTERESTS OF MEMBERS. The interest 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 unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Articles of Incorporation and in the said By-Laws.

10.4 VOTING. There shall be a total of thirty-eight (38) votes to be cast by the owners of the Condominium units in this "Condominium". Such votes shall be apportioned and cast as follows:

a. The owner of each apartment unit (designated as such on the exhibits attached to this Declaration) shall be entitled to one (1) vote. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each apartment unit in the Condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the By-Laws, hereafter adopted by the Association. Should any member own more than one (1) apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by said By-Laws.

b. Where an apartment unit is owned by the Association, no vote shall be allowed for such apartment unit nor shall such apartment unit be considered in determining a quorum or percentage of votes required under this Declaration or the documents related hereto.

c. Where an apartment unit is owned by more than one (1) person, all the owners thereof shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such apartment unit of which he is a part until such authorization shall have been changed in writing.

d. Whenever the decision of an apartment owner is required upon any matter, such decision will be expressed by the same person who would cast the vote of such owner if in any Association meeting, unless the joinder of record owners is specifically required by this Declaration.

10.5 MEMBERSHIP BY SUBSCRIPTION. Until such time as the property described herein is submitted to a plan of Condominium ownership by the recordation of this Declaration of Condominium, the membership of the Corporation shall be comprised of the subscribers to the Articles of Incorporation or their assignees, each of which subscribers or said assignees shall be entitled to cast one (1) vote on all matters which the membership shall be entitled to vote.

#### 11. CONTROL AND GOVERNING OF THE CONDOMINIUM.

11.1 BOARD OF DIRECTORS OF ASSOCIATION. The Board of Directors shall also be known as the Board of Administration. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) nor more than nine (9) members, who are all to be elected annually by the members entitled to vote, except for the election of a Board of Directors as provided in Paragraph 9.4.2 of this Declaration. However, notwithstanding anything stated herein to the contrary, the first Board of Directors of the Corporation may consist of any three (3) individuals, who need not be members. A majority of the Directors shall be owners of a condominium unit, or partial owners of a condominium unit where such unit is owned by more than one (1) individual; or if the condominium unit is owned by a corporation, including the Developer, any duly elected officer or officers of any owner corporation may be elected a Director or Directors.

#### 12. COMMON EXPENSES, COMMON SURPLUS, OWNERSHIP.

12.1 COMMON EXPENSES. The common expenses of the Condominium will be borne by the apartment owners in the same proportions as their share or percentage of ownership (interests) in all of the common elements, and are set forth in said EXHIBIT "D".

12.2 COMMON SURPLUS. Any common surplus of the Association will be owned by the apartment owners in the same proportions as their share or percentage of ownership (interests) in all of the common elements, and are set forth in said EXHIBIT "D".

#### 13. ADMINISTRATION OF COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS.

13.1 ANNUAL BUDGETS. The Board of Directors of the Corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and common property, and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment as to said item in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed 110% of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of a percentage pursuant to EXHIBIT "D", attached hereto, of the common expenses as determined by said budget.

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

13.2.2 SPECIAL ASSESSMENT RELATED TO MAINTENANCE AND UP-KEEP. When in the judgment of the Board of Directors, the Condominium property shall require additions, alterations or improvements in excess of the usual items of maintenance, but which are related to the maintenance and up-keep of the Condominium project, such as new carpeting and painting of the building, and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense; provided, however, no aggregate of said special assessment shall be levied for improvements which shall exceed 10% of the current regular annual assessment during the annual assessment year, unless prior written consent is received from not less than 75% of the voting members.

13.2.3 SPECIAL ASSESSMENTS NOT RELATED TO MAINTENANCE AND UP-KEEP. Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, a special assessment which is not connected with an actual operation, managerial or maintenance expenses of the Condominium, shall not be levied without the prior approval of the members owning not less than 75% of the apartments in the Condominium.

13.2.4 LIABILITY FOR ASSESSMENTS. The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason or such apartment owner's waive of the use and enjoyment of the common elements of the Condominium or by abandonment of the apartment.

13.3 PAYMENT OF ASSESSMENTS. The record owners of each unit shall be personally liable, jointly and severally, to the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs, including attorney's fees, incurred to collect the delinquent assessments as to said unit. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Corporation shall have the right to foreclose its liens for such assessments.

13.4 INTEREST ON UNPAID ASSESSMENTS. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid.

13.5 ASSESSMENT LIEN. The Association shall have a lien on each Condominium parcel and upon all tangible personal property located within said Condominium unit for any unpaid assessments and interest thereon, which has been assessed against the unit owner of such Condominium parcel.

The said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a claim of lien stating the description of the Condominium parcel, the name of the record owner, the amount due and payable and the date when due; and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are payable and due when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the Corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interest of the Corporation. The delinquent owner shall pay all costs, including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments, together with all sums advanced and paid by the Association pertaining to said parcel, such as for taxes, mortgages and insurance. The lien shall be deemed to cover additionally said costs and advances. Filing of one (1) action shall not be a bar to the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment, and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect the same from the apartment owner or occupant or both.

13.6 FORECLOSURE. Where a first mortgagee of record or other purchaser of a Condominium unit obtains title to the Condominium parcel as a result of a foreclosure of the first mortgage, or a deed in lieu of said foreclosure, such acquirer of title, his successors 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 unit owner of such parcel, which became due prior to the acquisition of title as a result of the 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 successors and assigns.

13.7 RIGHT TO OCCUPANCY. Any person who acquires an interest in an apartment, except as hereinabove described, will not be entitled to its occupancy or to the enjoyment of its common elements, until all unpaid assessments due and owing by the former owner have been paid.

13.8 ASSIGNMENT. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

14. INSURANCE COVERAGE; USE AND DISTRIBUTION OF PROCEEDS; REPAIR OR RECONSTRUCTION AFTER CASUALTY.

14.1 INSURANCE. The insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the apartment owners, shall be governed by the following provisions.

14.1.1 AUTHORITY TO PURCHASE - NAMED INSURED. All insurance policies upon the Condominium property shall be purchased by the Association; and the named insured shall be the Association,

individually and as agent for the apartment owners, without naming them and their mortgagees. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee, hereafter designated; and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

14.1.2 INSURER. The insurer shall be an insurance company authorized to do business in Florida, and said insurance must be purchased through an agent having a place of business in Brevard County, Florida.

14.1.3 COVERAGE.

a. CASUALTY. All buildings and improvements upon the land shall be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

Loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building 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 coverages, and with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

c. WORKMEN'S COMPENSATION policy to meet the requirements of law.

d. SUCH OTHER INSURANCE as the Board of Directors of the Association shall determine from time to time to be desirable.

14.1.4 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

14.2 INSURANCE TRUSTEE - SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein defined as the "INSURANCE TRUSTEE". The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

a. COMMON ELEMENTS. Proceeds on account of damage to common elements, an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

1. Where the building is to be restored for the owners of damaged units in a proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

2. When the building is not to be restored, an individual share for each unit owner, such share being the same as the individual share in the common elements appurtenant to his unit.

c. MORTGAGES. In the event a mortgage endorsement has been issued to a 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 or not 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 thereof made to a unit owner and mortgagee pursuant to the provisions of this Declaration. The limitations and exclusions as to a mortgagee set forth in this Paragraph 14.2 (c) shall not apply to a holder of a construction mortgage on the condominium property, which includes Banker's Trust Company, a New York banking corporation. Said Banker's Trust Company shall have the right to participate in those matters referred to in this Paragraph 14.2 (c).

14.3 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. EXPENSE OF TRUST. All expenses of the Insurance Trustee shall first be paid or provision made therefor.

b. RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

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

d. CERTIFICATE. In making distribution to unit 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 unit owners and their respective shares of the distribution.

14.4 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

14.5 RECONSTRUCTION OR REPAIR - AFTER CASUALTY.

14.5.1 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 ELEMENTS. If the damaged property 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. APARTMENT BUILDING - LESSER DAMAGE. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenances 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 in the manner elsewhere provided that the Condominium shall be terminated.

c. APARTMENT BUILDING - MAJOR DAMAGE. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenances are found by the Board of Directors of the Association not to be tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

d. CERTIFICATE. The Insurance Trustee may rely upon a Certificate of the Association, made by its President and Secretary, to determine whether or not the damaged property is to be reconstructed or not.

14.5.2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is the apartment building, by the owners of all damaged apartments, which approval shall not be unreasonably withheld.

14.5.3 RESPONSIBILITY. If the Damage is only to those parts of one (1) apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment 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. Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible.

14.5.4 ESTIMATES OF COSTS. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild and repair.

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

14.5.6 DEDUCTIBLE PROVISION. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

14.5.7 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 costs of reconstruction and repair, which are the responsibility of the Association, are more than \$5,000.00, then the sums paid under assessments to meet such costs 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 the same in payment of the costs of reconstruction and repair.

b. INSURANCE TRUSTEE. The proceeds of insurance collected on account of a 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:

1. APARTMENT OWNER. The portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

2. ASSOCIATION - LESSER DAMAGE. If the amount of the estimated costs of reconstruction and repair, which is the responsibility of the Association, is less than \$5,000.00, 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 which 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 hereafter provided for the reconstruction and repair of major damage.

3. ASSOCIATION - MAJOR DAMAGE. If the amount of the estimated costs of reconstruction and repair, which is the responsibility of the Association, is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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 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 distribution to a beneficial owner, which is not in excess of assessments paid by such owner in the construction fund, shall not be made payable to any mortgagee.

5. CERTIFICATE. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the

Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or 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, nor to determine whether surplus funds are to be distributed are less than the assessments paid by the owners. 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 herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further, provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

This Paragraph 14 shall be construed to be a covenant for the benefit of the holder of a construction mortgage on the condominium property, which includes Banker's Trust Company, a New York banking corporation, and for the benefit of institutional mortgagees, defined as Savings and Loan Associations, licensed State and National Banks, Insurance Companies and VA-FHA approved lenders, and may be enforced by said holder of a construction mortgage on the condominium property or institutional mortgagee having a mortgage on a condominium unit.

Insurance policies purchased by the Association and any proceeds from the insurance thereof are to be for the benefit not only of the unit owners and their mortgagees, but in addition, to the benefit of the holder of a construction mortgage on the condominium property as its interest may appear, which includes Banker's Trust Company, a New York banking corporation.

15. RESPONSIBILITY FOR MAINTENANCE AND REPAIR.

15.1 APARTMENT. Each apartment owner shall bear the costs of and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures and all other appliances or equipment, including any fixtures now or hereafter affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his apartment, although such equipment shall not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories, which such owner may desire to place or maintain therein. The maintenance and repair of all the door-locks on doors connecting the units to the common areas shall be the responsibility of the apartment owners.

15.2 LIMITED COMMON ELEMENTS. The expenses of maintenance and repair to the floor surfaces of the balconies or patios, if any, including the responsibility for the maintenance, repair or replacement of lighting fixtures, electrical outlets, screening, windows and doors which comprise a part of said limited common elements or lie between a limited common element and the apartment to which it is appurtenant, shall be borne by the respective unit owners. Any other expenses of maintenance, repair or replacement relating to such limited common elements or involving structural maintenance, repair or replacement thereof or those portions of said limited common elements which contribute to the support of the building and all conduits, ducts (including air-conditioning and heating ducts), plumbing, wiring and other facilities located in the limited common elements for the furnishing of utility service to the apartments shall be treated as and paid for as a part of the common expenses of the Corporation. Further, the maintenance, repair and replacement of any and all other limited common elements shall be treated as and paid for as a part of the common expenses of the Corporation. However, the expenses of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

15.3 COMMON ELEMENTS. The Corporation, at its expense, shall be responsible for the maintenance, repair or replacement of

all of the common elements. Should any damage be caused to any apartment by reason of any work which may be caused to be done by the Corporation in the maintenance, repair or replacement of the common elements or the maintenance, repair or replacement of the limited common elements, which is the responsibility of the Corporation, the Corporation shall bear the expense of repairing such damage; except, however, the expenses of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by the said unit owner.

15.4 ENFORCEMENT OF MAINTENANCE. In the event owners of a unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, the Corporation or an owner with an interest in any unit shall have the right to proceed in a Court of equity to seek compliance with the provisions hereof.

15.5 CONTRACT FOR MAINTENANCE AND REPAIR - ASSOCIATION. The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair. Any contract for maintenance of the Condominium property entered into while the Developer is managing the Condominium is subject to approval of the Board of Directors elected upon the turn-over by the Developer, as set forth in Paragraph 9.4.3 of this Declaration.

15.6 EXTERIOR OF BUILDINGS. The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof; and no owner shall paint an exterior wall, door, window, patio or any exterior surface at any time without the written consent of the Corporation; except, however, the owner may paint or re-surface the floor of private balconies or patios immediately adjoining his unit.

#### 16. USE RESTRICTIONS.

16.1 USE AND AGE RESTRICTIONS. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants. However, an owner in actual possession may use his apartment for unobtrusive activities, such as to practice accounting, medicine, law, writing or painting. No child under twelve (12) years of age shall be permitted to permanently reside in any of the apartments, except that a child of such age may visit and temporarily reside for a period not to exceed a total of sixty (60) days in any calendar year. No more than four (4) children under twelve (12) years of age may visit and temporarily reside in any apartment in any calendar year.

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

16.3 IMMORAL, IMPROPER OR OFFENSIVE USE. No immoral, improper or offensive use shall be made of the Condominium property, nor any part thereof; and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium property shall be observed.

16.4 PETS. Owners of Condominium units shall be permitted to have no more than two (2) four-legged pets, either dogs or cats. No other pets shall be permitted, other than birds, such as canaries or parakeets, and fish, such as gold-fish and tropical varieties. No pets of any kind shall be raised for commercial purposes.

16.4.2 WALKING OF PETS. No dog or cat shall be permitted outside the owner's respective unit(s) unless on a leash not more than six (6) feet long. Pets shall only be walked in such areas as may be designated by the Board of Directors, and the individual owners shall be responsible for cleaning up after their respective pets.

16.4.3 PETS - NUISANCES. No owner shall permit a pet to become a nuisance or disturb other occupants of the Condominium.

16.5 ENTRY BY BOARD OF DIRECTORS TO UNITS. The Board of Directors or the agents and employees of the Association may enter any unit for the purpose of maintenance, repair, inspection, replacement of the improvements within the units or the common property or in case of emergency threatening units or the common property to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the Association; provided, however, that access to the apartments shall be made only at reasonable times.

16.6 SIGNS, ADVERTISEMENTS OR NOTICES. No sign, advertisement or notice of any type shall be shown on the common property or any unit, except as provided under uniform regulations promulgated by the Association. This Paragraph 16.6 shall not apply to the Developer.

16.7 OBSTRUCTIONS ON SIDEWALKS, STAIRWAYS, ETC. An owner shall not place or cause to be placed in or on sidewalks, stairways and other project areas and facilities of similar nature any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit on or through them.

16.8.1 USE OF BALCONIES, WINDOWS AND RAILINGS. It is prohibited to hang garments, rugs or other items from the windows or from any of the balconies and railings of the project.

16.8.2 USE OF BALCONIES AND WINDOWS. It is prohibited to dust or clean rugs from windows or balconies or by beating on the exterior of the project.

16.9.1 PARKING. Automobiles, motorcycles, trailers and boats may be parked on the parking areas of the Condominium project adjacent to or near the apartment building, which have not been allocated to a particular apartment, but only in accordance with regulations of the Board of Directors of the Association.

16.9.2 PARKING - RESTRICTIONS. No parking space may be used for any purpose other than parking automobiles, motorcycles, trailers or boats, which are in operating condition. No other vehicles or objects will be parked or placed upon such portions of the Condominium property unless permitted by the Board of Directors. No parking space shall be used by any person other than an occupant of the Condominium, who is an actual resident, or by a guest or visitor; and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

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

16.11 LEASING OF UNITS. Only a parcel in its entirety may be leased and not for less than a continuous period of ninety

(90) days. A lessee shall derive his interest solely from the owner of the parcel from who he is leasing, and shall hold his tenancy subject to all the provisions of this Declaration and related documents and rules and regulations established by the Board of Directors of the Association. The lessee shall be notified in writing of any violation or violations by him of this Declaration or related documents or rules and regulations adopted by the Board of Directors by either the owner of said parcel or by the Secretary of the Association. Any repetition of the same violation or violations after notice shall constitute a breach of the lease. Thereupon, the owner of the parcel or the Association, or both, may treat the lease as terminated and proceed forthwith against the lessee for his removal. The owner of the parcel and the Association shall keep each other advised of any action or contemplated action that may be undertaken under the provisions of this Paragraph 16.11. Notice directed to the lessee shall be forwarded to the apartment being leased and shall be deemed served upon the lessee on the date of hand-delivery, or if sent by certified mail, three (3) days after mailing. The lessee shall be liable to the owner or the Association, or both, for reasonable attorney's fees and costs incurred in enforcing the provisions of this Paragraph 16.11.

16.12 USE AND OCCUPANCY REGULATIONS. Reasonable regulations concerning the use and occupancy of the Condominium property may be made and amended from time to time by the Board of Directors of the Association. A violation of these regulations shall be enforced as if there was a violation of other provisions of this Declaration and related documents.

17. LIMITATIONS UPON RIGHT OF OWNERS TO ALTER OR MODIFY APARTMENT.

17.1 STRUCTURAL MODIFICATIONS OR ALTERATION OF APARTMENT. No owner of an apartment shall make any structural modification or alteration of the apartment, enclose the balcony with jalousies, glass, wood, etc., except in accordance with specifications which have been submitted to and approved in writing by the Association. Notwithstanding the foregoing, an apartment owner may enclose his balcony or patio with screening, provided the same is done expeditiously and in a professional manner. Further, provided, the apartment owner shall be liable for any damage that may arise out of said installation and shall, at his cost, repair and maintain the same in a "first class" condition.

17.2 IMPROVEMENT OR CHANGES TO EXTERIOR OF APARTMENT BUILDING. Further, no owner shall cause any improvement or changes to be made on or to the exterior of the apartment building, including painting or other decoration, the installation of awnings, shutters, electric wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building. Further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment, except the floor surfaces of his respective balcony or patio.

18. SALE OF APARTMENTS.

18.1 RIGHT TO PURCHASE. The owners of apartments shall have the first right over non-owners of apartments to purchase any apartment being offered for sale as hereinafter set forth.

a. The provisions of this Paragraph 18 shall not apply to transfers of ownership or any apartment among and between co-owners of apartments, transfers by an owner or owners to any member or members of his immediate family (i.e. spouse, children or parents) or to transfer of ownership by testate or intestate succession.

b. All the terms and provisions of this Paragraph 18 shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee, which has acquired title to an apartment by reason of foreclosure of this mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer or otherwise dispose of such apartment as it may deem in its best interest, without any restrictions whatsoever.

c. The provisions of this Paragraph 18 shall not apply to the Developer, who likewise, shall have the unrestricted right to sell apartments which it owns in the Condominium by virtue of the development of the Condominium or by re-acquisition through any means.

### 18.3 PROCEDURE AND NOTICE.

a. Prior to the sale of any interest in a unit, the owner(s) of said unit, also referred to as "Selling Owner", shall notify the Board of Directors in writing of the name, address and business, employment or occupation of the prospective non-owner purchaser(s), accompanied by an executed copy of a bona fide offer. A "Bona Fide Offer" is defined as an offer in writing, binding upon the owner(s) of the apartment being sold and the prospective non-owner purchaser(s), and containing all of the pertinent terms and conditions of the said sale. The binding offer, which is executed by the Selling Owner and non-owner purchaser(s) shall contain a provision to the effect that the offer is subject to the terms and conditions of Paragraph 18 of this Declaration, and that the prospective non-owner purchaser(s) agree to be bound thereunder. The time of notice as to apartment owners in the Condominium shall commence upon the date of the receipt by the Secretary of the Association from the Selling Owner in writing of a notice to sell, an executed copy of the said offer and the sum of \$35.00. This sum of \$35.00 shall be non-refundable and is to be used to defray time and costs expended by the Association in carrying out the matters and purposes set forth in this Paragraph 18.

b. Within five (5) days from the receipt by the Secretary of the said notice to sell, said bona fide offer and said \$35.00, the Secretary shall mail to each of the owners of apartments at the mailing addresses they have registered with the Association a copy of the said bona fide offer together with a written statement advising the owner or owners of the date when said Secretary must receive in writing an acceptance from the owner or owners exercising their right to purchase. Acceptance shall be in accordance with all the terms and conditions of the said bona fide offer, including that relating to payment of a real estate commission, and shall be binding on the Selling Owner pursuant to this Paragraph 18.

c. The owner or owners, who wish to exercise this right to purchase, shall notify the Secretary of such intent in writing within twenty (20) days from the date the Secretary received notice pursuant to Paragraph 18.3(a) and shall forward to the Secretary a like sum of earnest money or deposits that had been made by the prospective non-owner purchaser(s). This deposit or earnest money shall be made payable to the same party to whom the prospective non-owner purchaser(s) had paid like sum under the terms of said offer. This notice to the Secretary shall be deemed effective as of the date the Secretary receives in hand the required notice of intent and deposit. The Secretary shall notify the Selling Owner in writing of any acceptance(s) within five (5) days after the receipt by the Secretary of said acceptance(s). These notices to the Selling Owner shall be forwarded to his mailing address that had been registered with the Association.

d. Thereafter, the Selling Owner shall deal directly with the owner or owners wishing to make said purchase. In the event there is acceptance by more than one (1) owner, preference shall first be given to the owner(s) with a unit number closest to the number of the number of the apartment for sale. If all conditions are equal, it shall be discretionary with the Selling Owner to consummate the sale with whomever of the accepting owner(s) he chooses.

18.5 NO RESPONSE BY OWNERS. In the event that there is no response or acceptance(s) by the owners of apartments in the

Condominium within the time increment set forth in this Paragraph 18, then in that event, the Selling Owner may proceed with his sale with the prospective non-owner purchaser(s). The Selling Owner, or any purchaser(s) from the Selling Owner, shall receive from the Secretary upon request a letter as to what acceptance(s) were received by the Secretary. This letter shall be furnished within five (5) days after said request.

18.6 MODIFICATION OF OFFER. Any modification of the offer by the Selling Owner with the prospective non-owner purchaser(s), which lowers the purchase price or provides for more favorable terms and conditions than those originally contained in the said offer presented to the apartment owners, shall be deemed a new offer and shall require another submission by the Selling Owner to the apartment owners.

18.7 FAILURE TO COMPLY - EVIDENCE OF CONSUMMATION. Any purported sale of an apartment where the owner has failed to comply with the foregoing provisions of this Paragraph 18 shall be voidable at the election of the Board of Directors; provided, however, that such voidability shall exist for a period no longer than sixty (60) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and provided, further, that the Association shall commence an action within such sixty (60) day period to have the same declared void.

18.8 BOARD OF DIRECTORS' MEETING TO CONSIDER FAILURE TO COMPLY. The Secretary of the Association shall call a meeting of the Board of Directors to consider the matters set forth in Paragraph 18.7 of this Declaration upon receipt of a Petition for said purpose signed by not less than 20% of the owners or upon the request of any two (2) Directors. The meeting shall be held within ten (10) days after receipt of said Petition, and notice thereof shall be mailed out or hand-delivered at least seven (7) days prior to said meeting to all the owners as well as to the members of the Board of Directors.

18.9 INSTITUTIONAL FIRST MORTGAGEES. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of an apartment in the Condominium shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Paragraph 18 and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

18.10 ACTION AFTER SIXTY (60) DAYS. Any purchaser of an apartment in the Condominium whose prospective seller has been in occupancy or has held title of record for at least sixty (60) days preceding such purchase shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Paragraph 18 in selling such apartment to such seller. Further, after said sixty (60) day period, no action whatsoever may be brought by the Association to void such transaction by reason of noncompliance with this Paragraph 18.

19. TERMINATION OF CONDOMINIUM. Except as otherwise provided in Paragraph 14 herein, this Condominium shall terminate upon the occurrence of any of the following events:

19.1 AGREEMENT. Upon written agreement(s) fully recorded of all unit owners, first mortgagees of record and such other lienholders as may be required by law, consenting to such termination.

19.2 EFFECTIVENESS. Termination in accordance with 19.1, above, shall be effective upon recordation in the Public Records of Brevard County, Florida, of a Certificate by the Association certifying to such facts. Such Certificate shall be signed by the President

and Secretary and shall have annexed thereto a certified copy of the resolution of the Board of Directors of the Association authorizing the execution and recordation thereof. Termination in accordance with 19.1, above, shall be effective upon recordation of such agreement(s) in the Public Records of Brevard County, Florida.

19.3 EFFECT OF TERMINATION. Upon termination of the Condominium, the apartment owners shall own the Condominium property and the assets of the Association as tenants in common, their respective interests as tenants in common being the same as their respective interests in the common elements. The mortgagee and lienor of an apartment shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common.

20. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS, MORTGAGES AND LESSEES. The Association shall at all times maintain a register setting forth the names and mailing addresses of all owners of apartments in the Condominium; and any purchaser or transferee of an apartment, prior to occupancy, shall notify the Association of his interest in such apartment. All owners shall notify the Association of the name and address of any party holding a mortgage upon his apartment. Further, prior or at the time of and delivery of possession of an apartment to a lessee, the respective owner shall notify the Association of the names of all those who will occupy his apartments as a lessee together with their home addresses and also the term of the respective lease.

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

22. REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM. In the event that during the year in which the Condominium is established, real property taxes are assessed against the Condominium property as a whole, such taxes shall be charged against the individual apartment units in the same proportion as common expenses and such taxes shall be pro-rated by and between the Developer and the unit owner as of the time of the sale of the respective unit.

23. COMPLIANCE AND DEFAULT.

23.1 TERMS AND CONDITIONS OF DECLARATION, ARTICLES OF INCORPORATION AND BY-LAWS. Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association 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 will entitle the Association, its Board of Directors or apartment owners to the following relief, in addition to the remedies provided by the provisions of the Condominium Act, this Declaration and related documents or otherwise.

23.2 PAYMENT OF INCREASE OF INSURANCE PREMIUMS. An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

23.3 PROCEEDINGS FOR NON-COMPLIANCE. In a proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

23.4 FAILURE TO ENFORCE - WAIVER. The failure of the Corporation, its Board of Directors or of any apartment owner or institutional first mortgagee to enforce any right, provision, covenant, restriction or condition of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws of the Corporation or the rules and regulations adopted pursuant to those documents, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Corporation, its Board of Directors, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant, restriction or condition, or insist upon the compliance with same in the future.

23.5 NO BREACH TO AFFECT MORTGAGE LIEN. No breach of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for valuable consideration upon said property, or any part thereof, and the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said Condominium may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, except a purchaser who is the Developer or an institutional first mortgage which had a mortgage on said unit at the time of the institution of said foreclosure action.

24. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

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

24.2 RESOLUTION. A resolution for any amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than ten (10) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waive of notice signed by such member, waive such notice; and such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

Except as elsewhere provided, such approvals must be either by:

a. Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the entire membership of the Association; or

b. Not less than eighty percent (80%) of the votes of the entire membership of the Association; or

d. Until the first election of Directors, only by all of the Directors; provided, however, the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

PROVISO: Provided, however, that with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration until a majority of the units have been sold and titled out to individual purchasers; and further, provided, that no amendment will discriminate against apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses (except as reserved to the Developer), unless the record owner of the apartment concerned and all record owners of mortgages on such apartments shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, unless said mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled, "INSURANCE", Paragraph 14; "SALE OF APARTMENTS", Paragraph 18; or "AMENDMENTS", Paragraph 24, of this Declaration, unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendments.

PROVISO: Notwithstanding anything that may be stated to the contrary in this Declaration, the rights of the Developer shall not be amended or modified without the prior written consent of the Developer.

25. CONSTRUCTION OF DOCUMENTS. The provisions of this Declaration shall be construed so as to effectuate its purpose. The invalidity in whole or in part of any covenants or restrictions, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association or rules and regulations of the Association shall not affect the validity of the remaining portion.

26. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

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

28. REMEDIES FOR VIOLATIONS - AVAILABILITY. Upon violation or a breach of any provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association or the rules and regulations adopted pursuant to those documents, a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association and the members thereof, or an institutional first mortgagee of a unit, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or



LEGAL DESCRIPTION

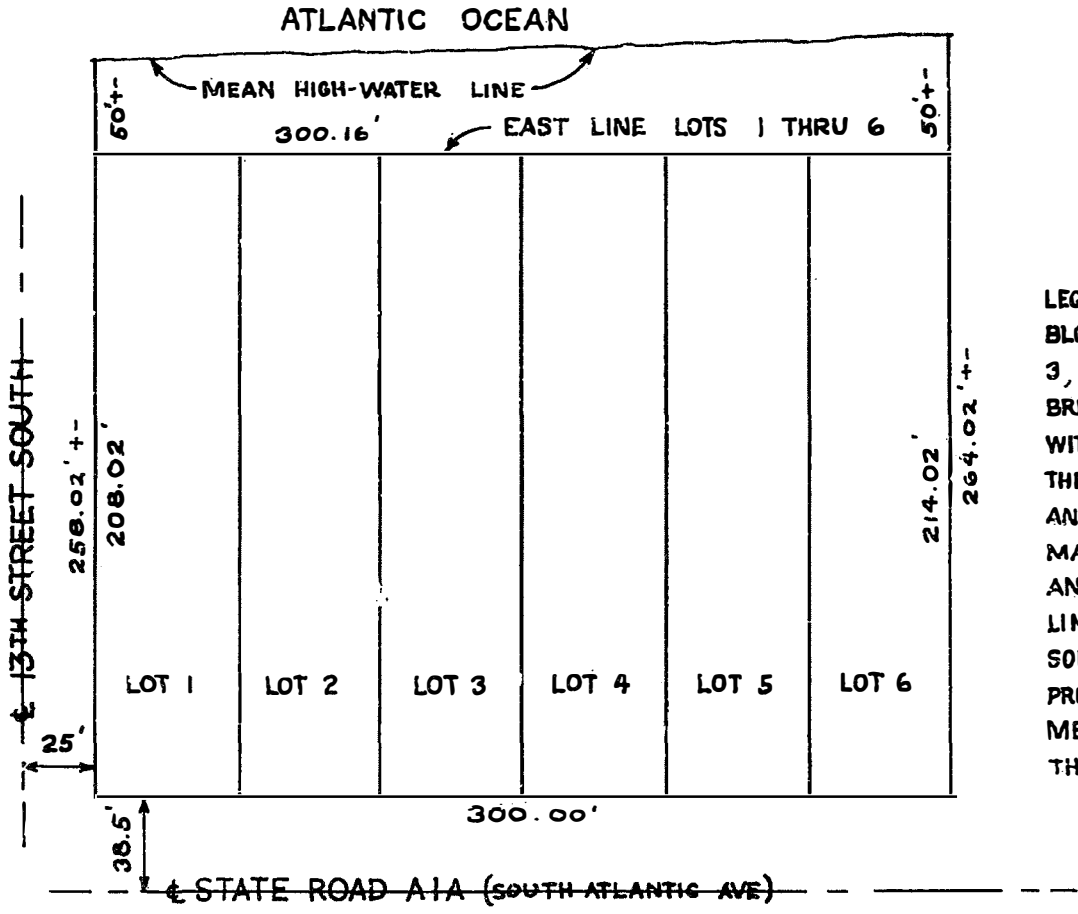
FOR

HACIENDA DEL MAR, A CONDOMINIUM

Lots 1, 2, 3, 4, 5, and 6, Block 14, COCOA BEACH SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Page 54, Public Records of Brevard County, Florida, together with the lands lying between the East line of said lots and the mean high-water mark of the ATLANTIC OCEAN, and between the North line of Lot 1 and the South line of Lot 6 projected East to the said mean high-water mark of the ATLANTIC OCEAN, and together with any shores or littoral rights to the said lands appertaining.

EXHIBIT "A"

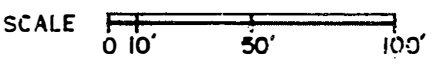
PLAT 1459 PAGE 863



LEGAL: LOTS 1, 2, 3, 4, 5, & 6,  
 BLOCK 14, COCOA BEACH, PLAT BOOK  
 3, PAGE 54, RECORDE OF  
 BREVARD COUNTY, FLORIDA, TOGETHER  
 WITH THE LANDS LYING BETWEEN  
 THE EAST LINE OF SAID LOTS  
 AND THE MEAN HIGHWATER  
 MARK OF THE ATLANTIC OCEAN,  
 AND BETWEEN THE NORTH  
 LINE OF LOT 1, AND THE  
 SOUTH LINE OF LOT 6  
 PROJECTED EAST TO THE SAID  
 MEAN HIGH-WATER MARK OF  
 THE ATLANTIC OCEAN.



SURVEY



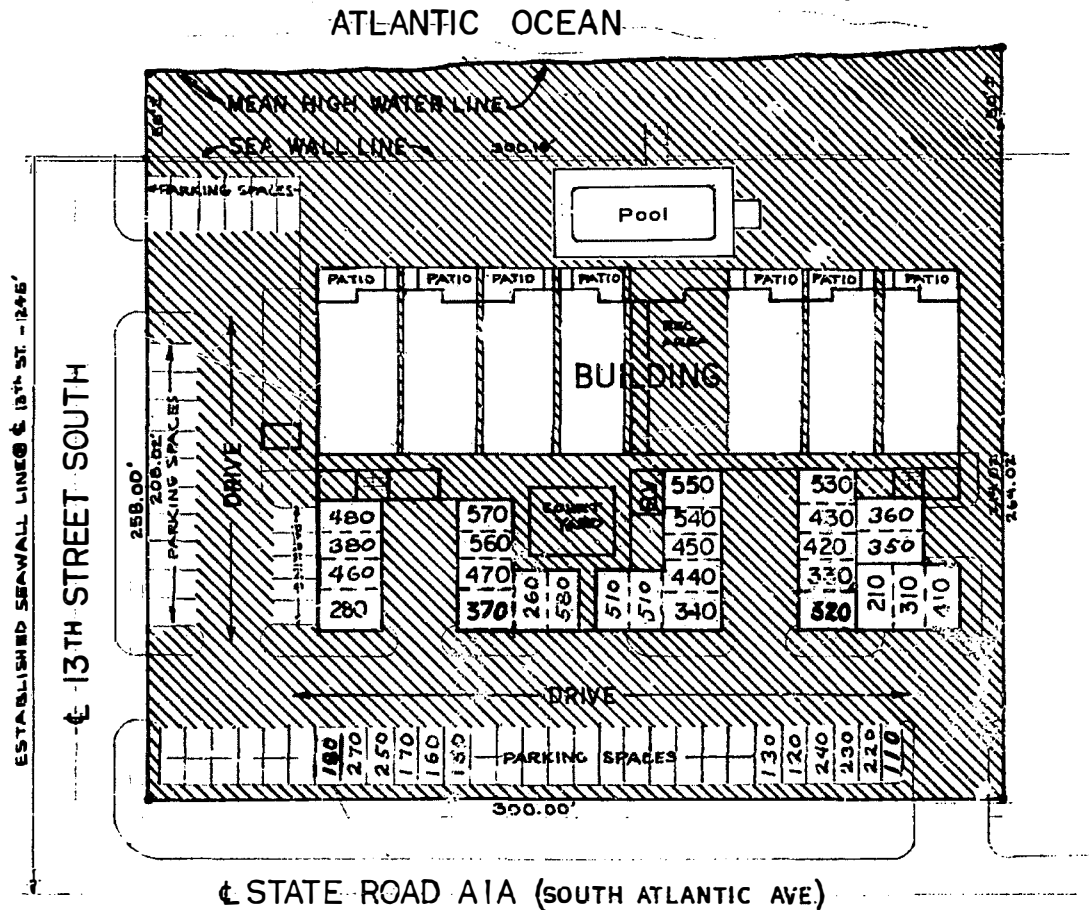
HACIENDA DEL MAR

CONDOMINIUM

EXHIBIT **B**


SHEET 1 OF 7

APPLIC. NO. 1459 PAGE 86A  
 RECS



SITE PLAN

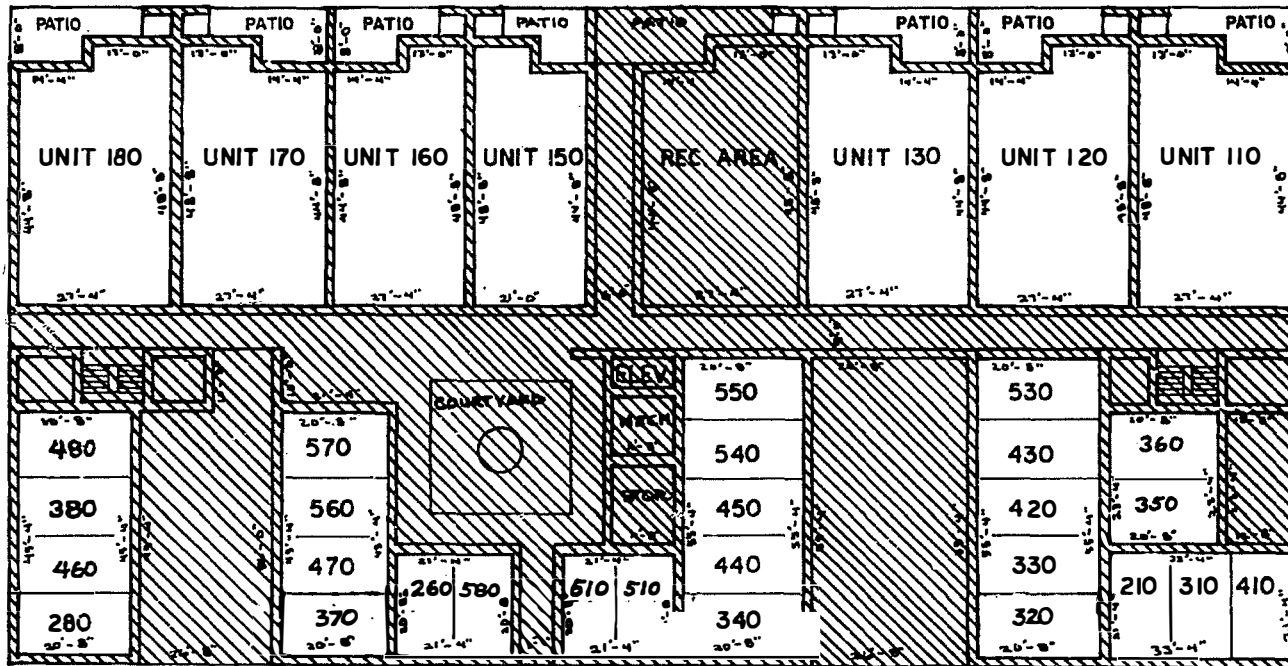
SCALE 0 10' 50' 100'

DENOTES COMMON ELEMENT   
 PATIOS ARE LTD. COMMON ELEMENT FOR APARTMENTS ADJACENT  
 PARKING SPACES & GARAGE AREA ARE L.C.E. FOR APTS. AS IDENTIFIED

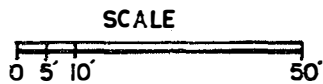
HACIENDA DEL MAR  
CONDOMINIUM

EXHIBIT **B**  
 SHEET 2 OF 7

SHEET 159 PAGE 885



### FIRST FLOOR PLAN

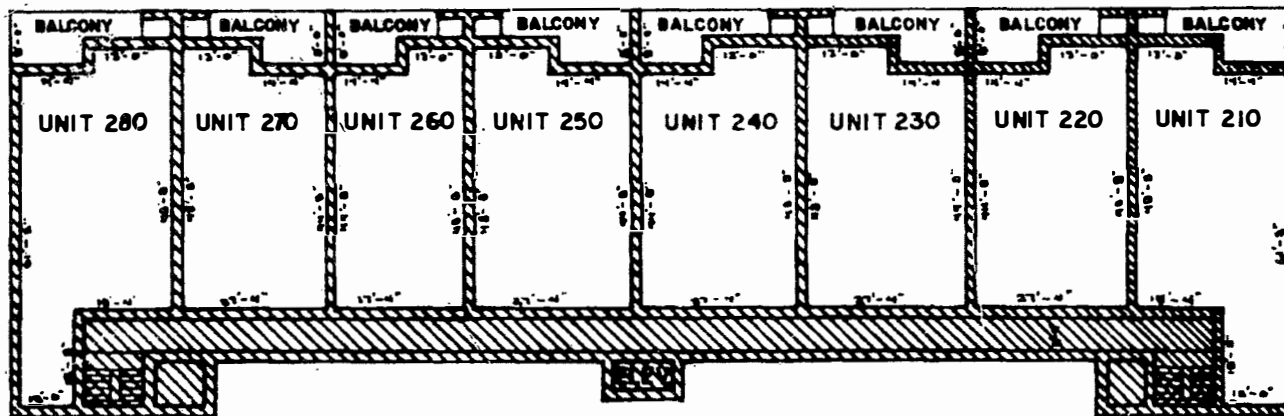


NOTE:  
 FLOOR ELEVATION = 16.00'  
 CEILING ELEVATION = 24.00'  
 ELEV. REFER TO U.S. C. & G.S. MEAN SEA LEVEL DATA  
 DENOTES COMMON ELEMENT

PATIOS ARE LTD. COMMON ELEMENT FOR APARTMENTS ADJACENT  
 PARKING SPACES & GARAGE AREA ARE L.C.E. FOR APTS. AS IDENTIFIED

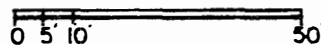
HACIENDA DEL MAR CONDOMINIUM  
 EXHIBIT **B**  
 SHEET 3 OF 7

REC-1459 PAGE 866



## SECOND FLOOR PLAN

SCALE



NOTE:

FLOOR ELEVATION = 24.75'

CEILING ELEVATION = 32.75'

ELEV. REFER TO U.S. C. & G.S. MEAN SEA LEVEL DATA

DENOTES COMMON ELEMENT 

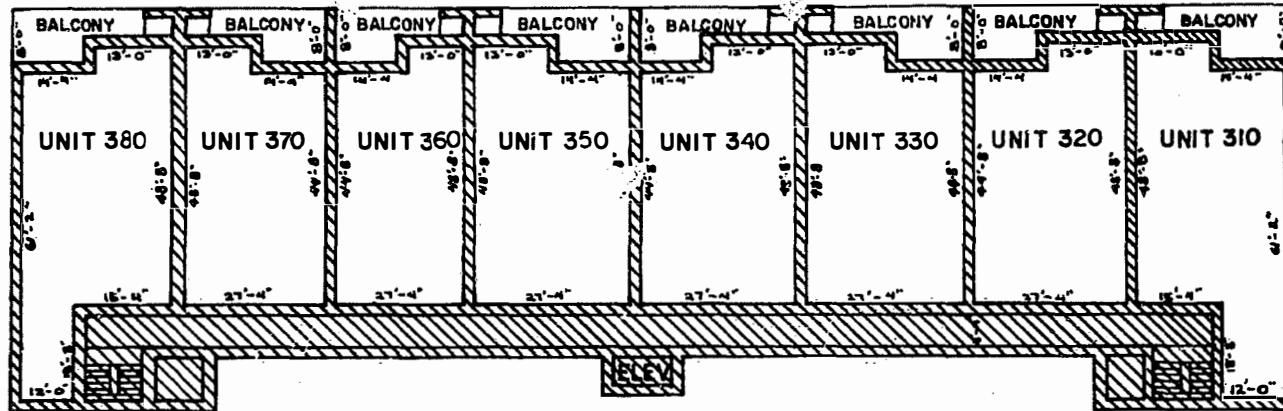
BALCONYS ARE LTD. COMMON ELEMENT FOR APARTMENT ADJACENT

HACIENDA DEL MAR CONDOMINIUM

EXHIBIT **B**

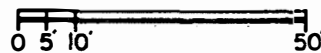
SHEET 4 of 7

PLANS 1459, PAGE 867



### THIRD FLOOR PLAN

SCALE



**NOTE:**

FLOOR ELEVATION = 33.50'

CEILING ELEVATION = 41.50'

ELEV. REFER TO U.S. C. & G.S. MEAN SEA LEVEL DATA

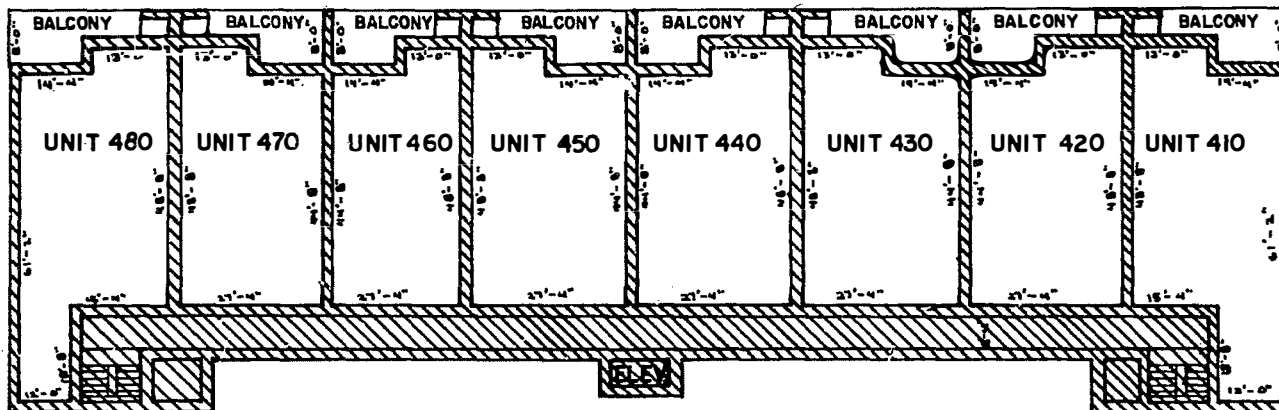
DENOTES COMMON ELEMENT 

BALCONYS ARE LTD. COMMON ELEMENT FOR APARTMENT ADJACENT

HACIENDA DEL MAR CONDOMINIUM

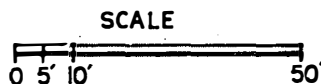
EXHIBIT **B**

SHEET 5 OF 7



PL 1459 PAGE 868

### FOURTH FLOOR PLAN



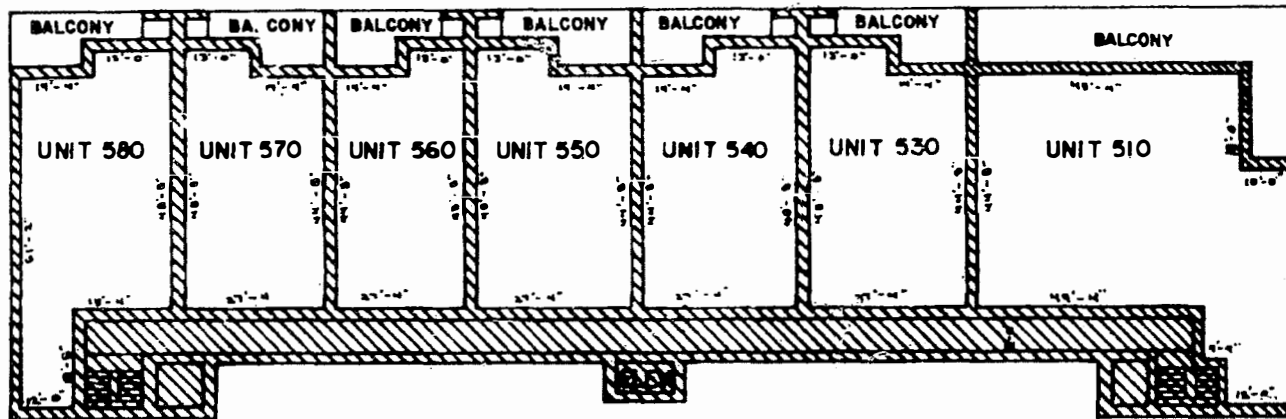
NOTE:  
 FLOOR ELEVATION=42.25'  
 CEILING ELEVATION=50.25'  
 ELEV. REFER TO U.S. C.&G.S. MEAN SEA LEVEL DATA  
 DENOTES COMMON ELEMENT

BALCONYS ARE LTD. COMMON ELEMENT FOR APARTMENT ADJACENT

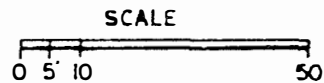
HACIENDA DEL MAR CONDOMINIUM  
 EXHIBIT **B**


SHEET 6 of 7

REVISED 11/59 PAGE 869



### FIFTH FLOOR PLAN



NOTE:  
FLOOR ELEVATION - 51.00'  
CEILING ELEVATION - 59.00'  
ELEV. REFER TO U.S. C. & G.S. MEAN SEA LEVEL DATA  
DENOTES COMMON ELEMENT 

BALCONYS ARE LTD. COMMON ELEMENT FOR APARTMENT ADJACENT

HACIENDA DEL MAR CONDOMINIUM  
EXHIBIT B  
SHEET 7 OF 7

# Hacienda Del Mar Condominium Association Inc.

ATTN: President, S. FRED CUMMINGS  
1305 South Atlantic Avenue, Cocoa Beach, Florida 32931 • 305-783-5048

REC'D PAY \$ 13.00 REC'D PAYMENT AS  
INDICATED FOR CLASS  
POST ST \$ \_\_\_\_\_ "C" INTANGIBLE & DOC  
NET TAX \$ \_\_\_\_\_ STAMP TAXES SIGNED  
SFR CHG \$ 4.00  
REFUND \$ \_\_\_\_\_

PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM:

as recorded in official record book 1459-page 839

WHEREAS Sheets 2 and 3 of Exhibit B to the Hacienda del Mar Declaration of Condominium show certain assignments of garages as limited common areas of specific apartments, such being in effect at the time of filing said Declaration, and WHEREAS several changes in assignments of garages have, in fact, occurred, THEREFORE BE IT RESOLVED that the Declaration be amended to include the attached B1, hereby made a part of this resolution, superseding Sheets 2 and 3 of the original Exhibit B only insofar as affects the assignment of garages as limited common areas to specific apartments.

Above Amendment to Declaration of Condominium was approved during the annual membership meeting of the Association January 14, 1985.

A. James Hall,  
President 1885-86

*Alice M Peterson*

*Delois Daughtry*

Hacienda Del Mar Condominium  
Association Inc.

*S. Fred Cummings*

Sworn to and subscribed before me *S. Fred Cummings* President  
this 15th day of April 1986.

S. Fred Cummings, President

Hacienda Del Mar Condominium

*Delois Daughtry*  
Deputy Clerk  
CIRCUIT COURT  
PAGE 1814

OFF. REC  
2688

169870

1986 APR 15 AM 10:25



Exhibit B1

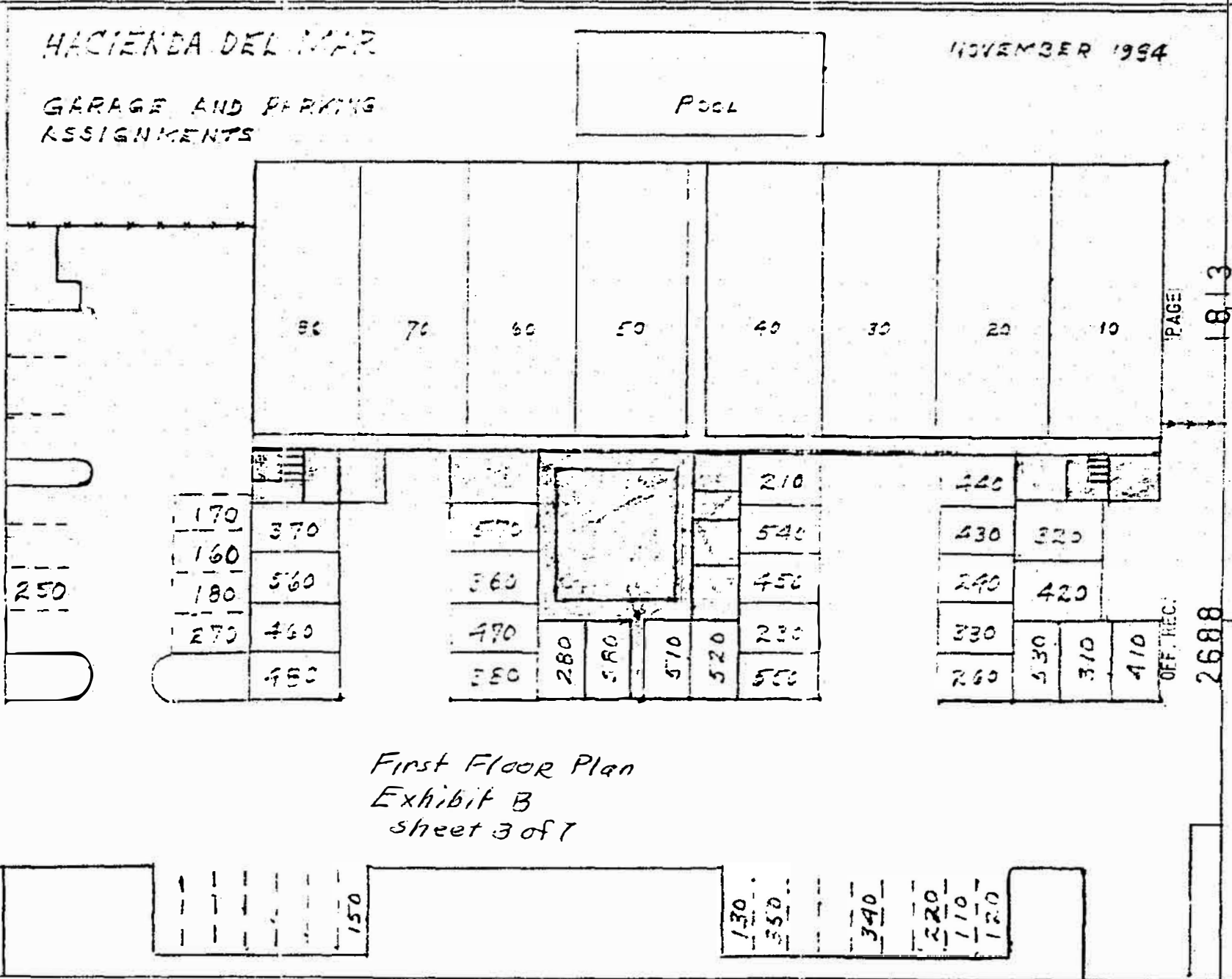
HACIENDA DEL MAR

NOVEMBER 1994

GARAGE AND PARKING ASSIGNMENTS

POOL

13<sup>TH</sup> ST SOUTH



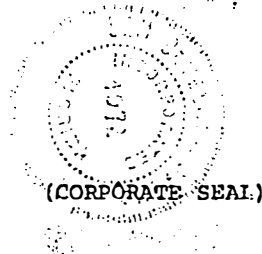
First Floor Plan  
Exhibit B  
sheet 3 of 7

CERTIFICATE OF AMENDMENT OF  
DECLARATION OF CONDOMINIUM FOR  
HACIENDA DEL MAR, A CONDOMINIUM

THIS IS TO CERTIFY THAT:

1. Exhibit "A" attached hereto is a certified copy of a resolution amending the Declaration of Condominium of Hacienda del Mar, a Condominium, according to the Declaration of Condominium thereof, recorded in O. R. Book 1459, Pages 839 through 893, Public Records of Brevard County, Florida. This resolution was duly adopted by unanimous vote of all the stockholders and Directors of GEM Developers, Inc., a Florida corporation, at a meeting duly held on October 10, 1974, in accordance with the provisions of Paragraph 24 of said Declaration of Condominium.
2. The adoption of said resolution appears upon the minutes of the above mentioned meeting and is unrevoked.
3. Joinders of mortgages as required by Paragraph 24 of the Declaration of Condominium are attached hereto and made a part hereof.
4. The owners of record as to apartments whose parking space locations were affected by said resolution have joined in and consented to said resolution, copies of which have been attached to the minutes of the aforesaid meeting.

Executed at Cocoa Beach, Brevard County, Florida, as of October 10, 1974.



GEM DEVELOPERS, INC., a Florida corporation

BY: [Signature]  
Myron M. Stevens, President

WITNESSES:  
Carnie C. Myers  
Gladys J. Stevens

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MYRON M. STEVENS, well known to me to be the President of GEM DEVELOPERS, INC., a Florida corporation, and that he acknowledged the same, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of October, 1974.

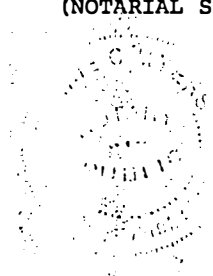
Carnie C. Myers  
Notary Public, State of Florida at Large

(NOTARIAL SEAL)

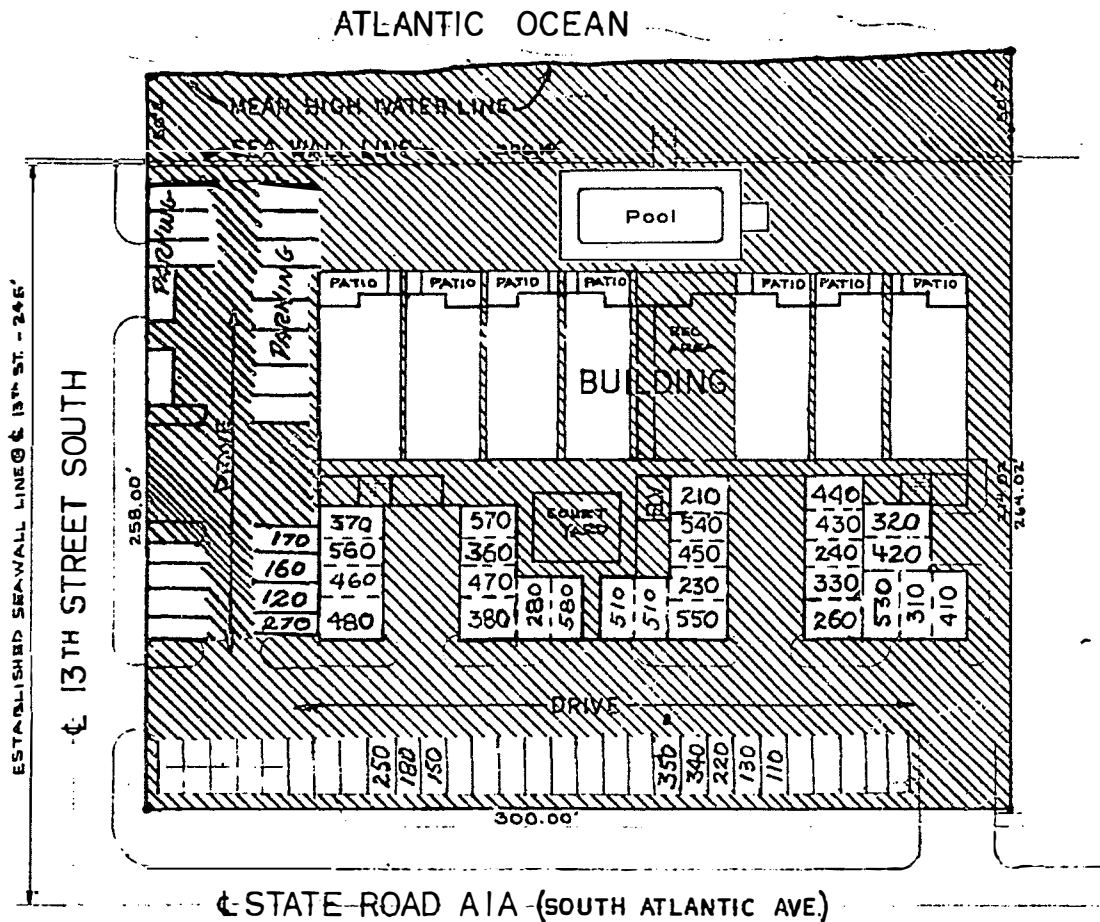
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Mar. 25, 1975

This instrument prepared by Myron M. Stevens  
Attorney at Law  
Suite 816, Cape Royal Building  
1980 North Atlantic Ave.  
Cocoa Beach, Florida 32931




OFFL RECS 1533 PAGE 689



SITE PLAN

SCALE 0 10' 50' 100'

DENOTES COMMON ELEMENT   
 PATIOS ARE LTD. COMMON ELEMENT FOR APARTMENTS ADJACENT  
 PARKING SPACES & GARAGE AREA ARE L.C.E. FOR APTS. AS IDENTIFIED

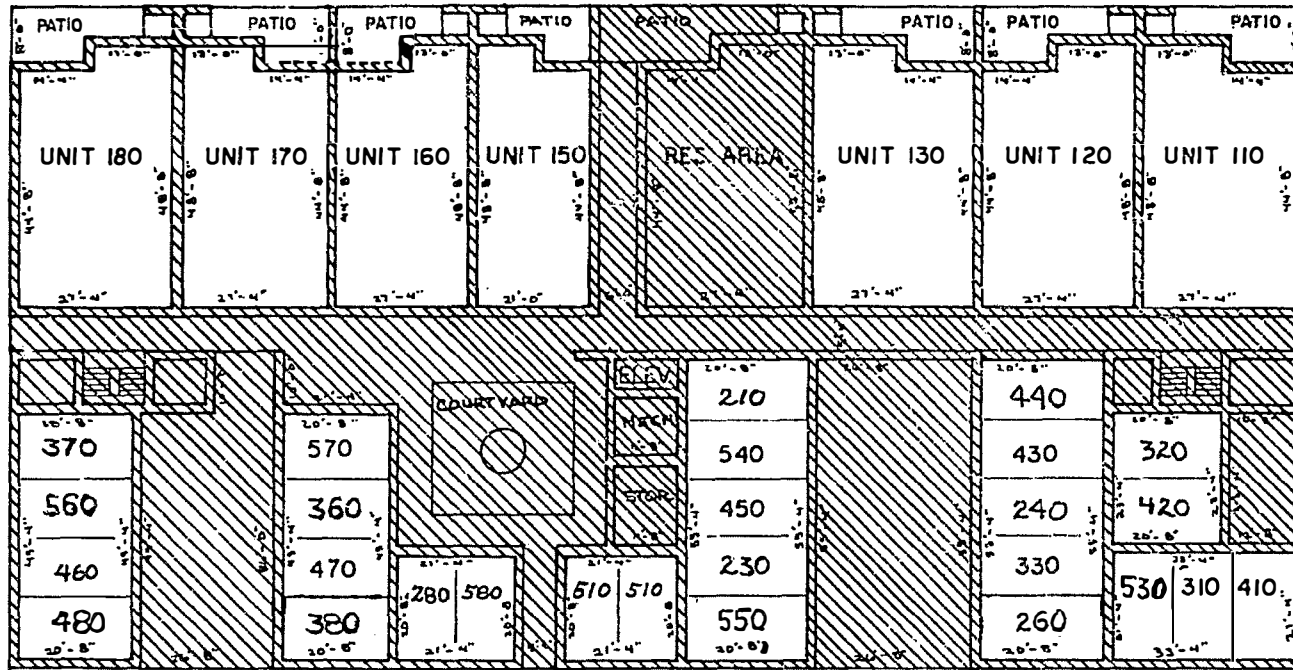
HACIENDA DEL MAR  
 CONDOMINIUM

EXHIBIT B

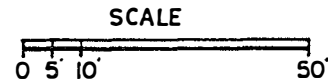
SHEET 2 OF 7

(AS AMENDED 10-10-74)

OFFL RECS 1533 PAGE 600



### FIRST FLOOR PLAN



NOTE:  
 FLOOR ELEVATION = 16.00'  
 CEILING ELEVATION = 24.00'  
 ELEV. REFER TO U.S. C. & G.S. MEAN SEA LEVEL DATA  
 DENOTES COMMON ELEMENT

PATIOS ARE LTD. COMMON ELEMENT FOR APARTMENTS ADJACENT  
 PARKING SPACES & GARAGE AREA ARE L.C.E. FOR APTS. AS IDENTIFIED

HACIENDA DEL MAR CONDOMINIUM

EXHIBIT **B**

(AS AMENDED 10-10-74)

SHEET 3 OF 7

R E S O L U T I O N

STATE OF FLORIDA )  
                  ) SS  
COUNTY OF BREVARD)

The following resolution amending the Declaration of Condominium of HACIENDA DEL MAR, a condominium, recorded in Official Records Book 1459, Pages 839 through 893, Public Records of Brevard County, Florida, was adopted on October 10, 1974, at a joint meeting of the stockholders and Directors of GEM DEVELOPERS, INC., a Florida corporation, to-wit:

BE IT RESOLVED that assigned parking spaces be relocated as set forth in Sheets Two and Three of EXHIBIT "B" attached hereto.

AND BE IT RESOLVED that Paragraph 16.4 of the Declaration of Condominium be and hereby shall be amended so that the first full sentence of said paragraph shall be as follows: "Owners of condominium units shall be permitted to have only the usual type household pets, such as dogs and cats."

DATED This 10 day of October, 1974.

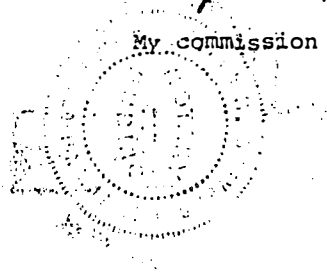
GEM DEVELOPERS, INC.

BY: John R. Witt  
John R. Witt, Secretary

Sworn to and Subscribed Before  
me this 10 day of October, 1974.

[Signature]  
Notary Public, State of Florida at Large

My commission expires: 1/28/77



A F F I D A V I T

STATE OF FLORIDA )  
COUNTY OF BREVARD) SS

I, JOHN R. WITT, after being duly sworn, state as follows:

1. That I am the Secretary of GEM DEVELOPERS, INC.
2. That the matters stated here are made on personal knowledge.
3. That a duly constituted joint meeting of the stockholders and directors of GEM DEVELOPERS, INC. held at 9 o'clock A.M., on October 10, 1974, at 1980 North Atlantic Avenue, Cocoa Beach, Florida, amendments were made to the Declaration of Condominium of HACIENDA DEL MAR, a condominium of Cocoa Beach, Florida. All stockholders and directors were present and the amendments were unanimously adopted.
4. That attached hereto and made a part hereof is a true and correct copy of the Resolution adopting said amendments.

John R. Witt  
JOHN R. WITT

Sworn to and subscribed  
before me this 10 day  
of October, 1974.

[Signature]  
Notary Public

My Commission Expires: 1/20/77

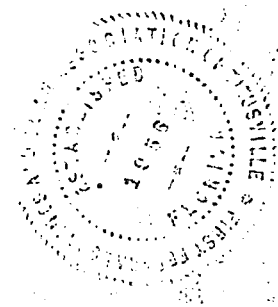
JOINDER AND CONSENT

First Federal Savings and Loan Association of Titusville, Titusville, Florida, joins and consents to those certain amendments to the Declaration of Condominium of the HACIENDA DEL MAR, a condominium, as recorded in Official Records Book 1459, pages 839 through 893, Public Records of Brevard County, Florida, adopted on October 10, 1974, relating to Sheets two and three of Exhibit (b) and Paragraph 16.4 of said Declaration.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF TITUSVILLE,  
TITUSVILLE, FLORIDA

BY: Shirley J. Fisher  
Vice President

Barbara Jean Moore  
Marie Deloche  
Witnesses



JOINDER AND CONSENT

Lockheed Missile Employees Federal Credit Union joins and consents to those certain amendments to the Declaration of Condominium of the HACIENDA DEL MAR, a condominium, as recorded in Official Records Book 1459, pages 839 through 893, Public Records of Brevard County, Florida, adopted on October 10, 1974, relating to Sheets two and three of Exhibit (b) and Paragraph 16.4 of said Declaration.

LOCKHEED MISSILE EMPLOYEES  
FEDERAL CREDIT UNION

BY: *William David Sumner*

*Barbara G. Prescott*  
*James B. Jordan*  
Witnesses

JOINDER AND CONSENT

Bankers Trust Company, a New York banking corporation, joins and consents to those certain amendments to the Declaration of Condominium of the HACIENDA DEL MAR, a condominium, as recorded in Official Records Book 1459, pages 839 through 893, Public Records of Brevard County, Florida, adopted on October 10, 1974, relating to Sheets two and three of Exhibit (b) and Paragraph 16.4 of said Declaration.

BANKERS TRUST COMPANY

By: [Signature]  
ASSISTANT TREASURER

[Signature]

[Signature]  
Witnesses

BREVARD COUNTY FLA.  
VERIFIED  
1975 JUN 5 PM 1 23  
364611  
CLERK OF COUNTY COURT

ARCHITECT'S CERTIFICATE

STATE OF FLORIDA )  
                  ) ss  
COUNTY OF BREVARD)

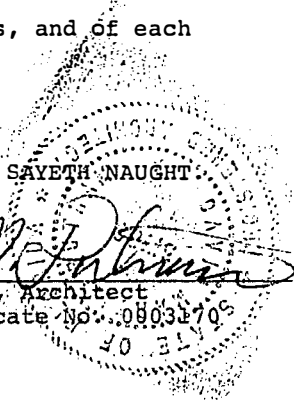
BEFORE ME, the undersigned authority fully authorized to administer oaths and take acknowledgements, personally appeared DAVID M. PUTNAM, who after being duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered architect, Florida Certificate No. 0003170, under the laws of the State of Florida.
2. Affiant hereby certifies that the Declaration of Condominium of HACIENDA DEL MAR, A CONDOMINIUM, together with the exhibits attached thereto constitute a correct representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimension and size of the common elements, and of each condominium unit therein.

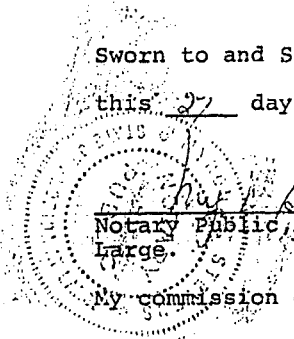
FURTHER AFFIANT SAYETH NAUGHT:

*David M. Putnam*

DAVID M. PUTNAM, Architect  
Florida Certificate No. 0003170



Sworn to and Subscribed before me  
this 27 day of August, 1973.



*[Signature]*  
Notary Public, State of Florida at Large.

My commission expires: 1/28/77

RE: PERCENTAGE OF COMMON EXPENSES;  
 PERCENTAGE OF COMMON SURPLUS;  
 PERCENTAGE OF OWNERSHIP (SHARES OR INTEREST) IN COMMON ELEMENTS.

An apartment (unit) owner's percentage of common expenses, percentage of common surplus and percentage of ownership (shares or interest) in the common elements are for the respective apartment numerically the same and are set forth as follows adjacent to the apartment number stated:

<u>APT. #</u>	<u>PERCENTAGE</u>
110	2.49
120	2.49
130	2.49
150	1.97
160	2.49
170	2.49
180	2.49
210	2.95
220	2.49
230	2.49
240	2.49
250	2.49
260	2.49
270	2.49
280	2.95
310	2.95
320	2.49
330	2.49
340	2.49
350	2.49
360	2.49
370	2.49
380	2.95
410	2.95
420	2.49
430	2.49
440	2.49
450	2.49
460	2.49
470	2.49
480	2.95
510	5.17
530	2.49
540	2.49
550	2.49
560	2.49
570	2.49
580	2.95
	<hr/>
	100.00

EXHIBIT "D"

30

AGREEMENT

THIS AGREEMENT made this the 29th day of January, 1974  
by and between SOUTHLAND COMMUNICATIONS, INC., a Rhode Island corporation  
authorized to do business in the State of Florida hereinafter called COMMUNICABLE,  
and GEM Developers, Inc., a Florida corporation,  
hereinafter called the Owner.

WITNESSETH:

WHEREAS, the owners own the following described real estate in Brevard  
County, Florida, to-wit:

Lots 1, 2, 3, 4, 5 and 6, BLOCK 14, COCOA BEACH SUBDIVISION,  
according to the plat thereof as recorded in Plat Book 3,  
Page 54, Public Records of Brevard County, Florida, together  
with the lands lying between the East line of said lots and  
the mean high-water mark of the ATLANTIC OCEAN, and between  
the North line of Lot 1 and the South line of Lot 6 projected  
East to the said mean high-water mark of the ATLANTIC OCEAN,  
and together with any shores or littoral rights to said lands  
appertaining.  
and is in the process of development of same as a condominium, consisting of approx-  
imately 38 units. COMMUNICABLE is a CATV Operator in Brevard County,  
Florida having facilities available to the above described property.

Owner has requested COMMUNICABLE to install within the condominium project  
the necessary conduits, wiring, and outlets to furnish each of the said units with a  
means of receiving the services offered by the CATV System.

COMMUNICABLE has agreed to so construct this system and the parties wish to  
set down their respective rights and obligations concerning the construction and use of  
the System.

NOW THEREFORE in consideration of the mutual promises herein contained the  
parties agree as follows:

1. Owner will supply COMMUNICABLE with sufficient plans and specifications  
of each of the structures being placed on the above described property to enable  
COMMUNICABLE to plan its Distribution System within the building. Said plans shall  
designate in each unit where the outlet for the CATV System shall be located.

2. COMMUNICABLE shall, during the construction of the buildings, install a  
CATV wiring Distribution System adequate to service the needs of the unit owners.

The location of said System within the building, except for outlet locations shown on

STATE OF FLORIDA DOCUMENTARY STAMP TAX  
RECORDED  
1701176 PG. 1  
10881  
EXHIBIT "G"  
FLORIDA  
DOCUMENTARY STAMP TAX  
\$00.50

plans, shall be as COMMUNICABLE determines. The construction of said System shall be phased by COMMUNICABLE so as not to interfere with the other construction taking place and shall be capable of distributing the signals of the CATV system in accordance with the F. C. C. rules and regulations.

3. The said Distribution System shall be installed at the cost of COMMUNICABLE and shall remain the property of COMMUNICABLE for a period of twenty (20) years from date, at which time it shall become the property of the respective owners of the above described land.

4. Owner agrees that the said facilities constructed by COMMUNICABLE shall never be used by them, until after the aforementioned time period of twenty (20) years, their successors in interest, assigns or grantees except for the transmission of CATV signals distributed by COMMUNICABLE, its successors and assigns. Owners represent that the above described land will be submitted to condominium ownership and agree that the provisions of this Agreement concerning the utilization of said System shall be made a part of any appropriate condominium document filed for record in Brevard County, Florida and the same shall be drafted in such manner as to bind all successors in interest to the provisions hereof.

5. Owner agrees that its condominium documents will preclude the installation of a master antenna system and preclude the use of outside individual television antennas by the unit owners or condominium association; provided however, that should the said condominium documents be subsequently amended to permit a master antenna system or individual television antennas, that in no event may such a system or any other utilize the facilities of COMMUNICABLE in the transmission and distribution of television signals without the express written consent of COMMUNICABLE and the payment to it of appropriate charges therefor.

6. COMMUNICABLE will warrant the System as adequate for the transmission and distribution of its television signals and for the period of time which it owns the said System, will maintain same at its cost.

7. This Agreement shall be recorded in the Public Records of Brevard County, Florida and will be binding upon the parties and their successors in interest.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals  
to this Agreement on this the 29<sup>th</sup> day of January, 1973.

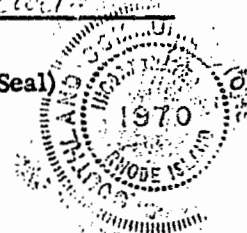
Witnesses:

SOUTHLAND COMMUNICATIONS, INC.

Robert J. Gable  
Edna C. Love

BY: Paul W. Whyte

(Corporate Seal)



OWNER: GEM Developers, Inc., a  
Florida corporation.

Charmie C. Myers  
Melissa L. Gigg

BY: Myron M. Stevens, President



Sworn to and Subscribed before me as  
to Myron M. Stevens, President of GEM  
Developers, Inc., a Florida corporation,  
this 29<sup>th</sup> day of January, 1974.

Charmie C. Myers  
Notary Public, State of Florida at Large

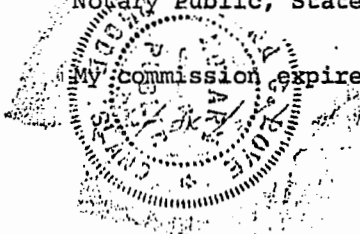
My commission expires:

Notary Public, State of Florida at Large  
Commission Expires: 10, 25, 1975

Sworn to and Subscribed before me as  
to Paul W. Whyte, Assistant Treasurer  
Southland Communications, Inc., a  
Rhode Island Corporation, this  
4th day of February, 1974

Edna C. Love  
Notary Public, State of Rhode Island

My commission expires:



FILED  
RECORDED  
INDEXED  
FEB 11 AM 10 21  
889902  
COUNTY CLERK  
PROVIDENCE  
RHODE ISLAND

HACIENDA DEL MAR  
Condominium Apartments

DECLARATION OF CONDOMINIUM  
and Related Documents

As recorded in official record book 1459-pg. 839

AMENDMENT TO DECLARATION OF CONDOMINIUM:

The following addendum to Paragraph 20, page 20 of the "Declaration of Condominium and Related Documents" was voted on and approved by the Association at the General Meeting of the Association held on January 8, 1990 at 1305 S. Atlantic Avenue, Cocoa Beach, Florida, 32931:

"A copy of the lease and the above required information with a fee for fifty dollars (\$50.00) shall be provided to the Board of Directors prior to occupancy by the prospective leasee each time an apartment is rented."

Lois Bennett  
Lois Bennett, President

This document was prepared by Lois Bennett. Please return recorded document to:

Lois Bennett, President  
Hacienda Del Mar Condominium  
1305 S. Atlantic Avenue  
Unit #410  
Cocoa Beach, Fla. 32931

STATE OF FLORIDA  
COUNTY OF BREVARD

ON THIS 17th. DAY OF JAN. 1990

Constance H. Larso

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 3, 1991  
BONDED THRU GENERAL INS. UND.

A PGS. <u>1</u>	# NAMES <u>2</u>
TRUST FUND \$ <u>100</u>	REC'D PAYMENT AS
REC FEE \$ <u>500</u>	INDICATED FOR CLASS
DOC ST. \$ _____	"C" INDEMNITY & DOC
INT TAX \$ _____	STAMP TAXES INCLUDING
SER. CHG. \$ _____	PENALTY & INTEREST
REFUND \$ _____	<u>Lois Bennett</u>
	Clerk Circuit Court
	Brevard Co., Florida

RECORDED & VERIFIED  
BREVARD CO., FL.

783352

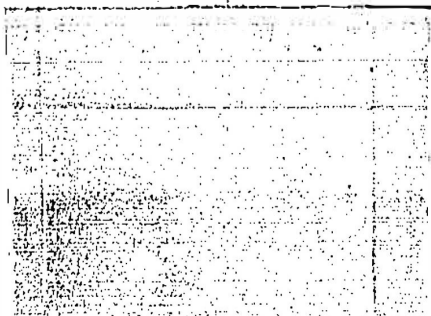
Lois Bennett  
CLERK, CIRCUIT COURT

90 JAN 22 AM 11:25



OFF. REC.  
3039

PAGE  
2357



Rt. Brooks 564229

94 MAR 10 PM 11:08

Recorded and Verified Clerk Circuit Court  
# Pg. 1 # Names 2  
Trust Fund 1.00 Rec Fee 5.00  
Stamp-Daed Excise Tax  
Stamp-Mtg Int Tax  
Service Chg Refund

HACIENDA DEL MAR CONDOMINIUM ASSOCIATION  
1305 S. Atlantic Avenue, Cocoa Beach, FL 32931

SECOND AMENDMENT

TO

THE DECLARATION OF THE HACIENDA DEL MAR, A CONDOMINIUM

The Declaration of Condominium establishing Hacienda del Mar, a Condominium, as recorded in the Official Record Book 1459, Page 839, Public Records of Brevard County, Florida, was amended on August 1, 1993, based on a written ballot with 31 owners voting in the affirmative 4 owners voting against, and 3 abstentions.

CODING: Words in ~~strike-through type~~ are deleted from the document; underlined words are additions to document.

~~4.7 TELEVISION SIGNAL DISTRIBUTION SYSTEM EASEMENT. All units and the common property shall be subject to an Agreement entered into with Southland Communications, Inc., a Rhode Island Corporation, also known as Communicable, involving the furnishing and maintenance of a system for the transmission and distribution of television signals, a copy of said Agreement is attached and hereto and made a part hereof as EXHIBIT "C".~~

12.3 BASIC TELEVISION CABLE SERVICE. Effective

January 1, 1994, basic television cable service with up to three outlets per unit will be provided to the Condominium as a bulk-rate service included in the monthly maintenance fees. FLDL 620-76-2-443

SIGNATURE: R Brooks TITLE: President

This instrument prepared by: R Brooks, 1305 S. Atlantic Ave., Cocoa Beach, FL 32931



Nov 12, 1993  
Carolyn J. Harrison AAS18151  
CAROLYN J. HARRISON

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Oct. 20, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this Nov 12, 1993 (Date) by Robert Brooks (Name of person acknowledging) who is personally known to me or who has produced Ret. Mil ID 258-34-7583 (Type of Identification)

as identification.  
Carolyn J. Harrison Notary Public, Commission No AAS18151  
CAROLYN J. HARRISON (Name of Notary typed, printed, or stamped)

(SEAL ABOVE)

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Oct. 20, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prove fraudulent attachment of this certificate to an unexecuted document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Amendment of Condominium Declaration  
Number of Pages 1 Date of Document: Nov 12 1993  
Signer(s) Other than Named Above NONE

BK3374PG0468

*Robert Brooks*  
**HACIENDA DEL MAR CONDOMINIUM ASSOCIATION**

1305 S. Atlantic Avenue, Cocoa Beach, Florida 32931

*Attesty* Clerk Circuit Court  
 Recorded and Verified Brevard County, FL  
 # Pgs. 1 # Homes 2  
 Trust Fund 1.00 Rec Fee 5.00  
 Stamp Bond \_\_\_\_\_ Excise Tax \_\_\_\_\_  
 Stamping \_\_\_\_\_ Int Tax \_\_\_\_\_  
 Service Charge \_\_\_\_\_

**FOURTH AMENDMENT**

TO

**DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC.**

The Declaration of Condominium establishing Hacienda del Mar, a Condominium, as recorded in the Official Record Book 1459, Page 839, Public Records of Brevard County, Florida, is amended to conform to current Federal laws.

CODING: Words in ~~strikeout~~ are deleted from the document.

**16. USE RESTRICTIONS.**

**16.1 USE AND AGE RESTRICTIONS.** Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants. However, an owner in actual possession may use his apartment for unobtrusive activities, such as to practice accounting, medicine, law, writing, or painting. ~~No child under twelve (12) years of age shall be permitted to permanently reside in any of the apartments, except that a child of such age may visit and temporarily reside for a period not to exceed a total of sixty (60) days in any calendar year. No more than four (4) children under twelve (12) years of age may visit and temporarily reside in any apartment in any calendar year.~~

564230

94 MAR 10 PM 11:08

BK 3374 PG 0469

*State of Florida*  
*County of Brevard*  
*January 24, 1994*  
*Carolyn J. Harrison*  
 AH518151

SIGNATURE: *Robert Brooks* TITLE: President

This instrument prepared for the Association by Robert R. Brooks, 1305 S. Atlantic Avenue, Cocoa Beach, Florida 32931

NOTARY PUBLIC, STATE OF FLORIDA.  
 MY COMMISSION EXPIRES: Oct. 20, 1995.  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA  
 COUNTY OF *Brevard*

The foregoing instrument was acknowledged before me this *JAN 24, 1994* (Date) by *ROBERT BROOKS*, who is personally known to me (Name of person acknowledging)

or who has produced *MILITARY ID* (Type of identification)

as identification.  
*Carolyn J. Harrison* Notary Public, Commission No. *AH518151*  
*CAROLYN J. HARRISON* (Name of Notary typed, printed, or stamped)

NOTARY PUBLIC, STATE OF FLORIDA.  
 MY COMMISSION EXPIRES: Oct. 20, 1995.  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS



(SEAL ABOVE)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document *AMENDMENT TO CONDOMINIUM DECLARATION*  
 Number of Pages *2* Date of Document *JAN 24, 1994*  
 Signer(s) Other than Named Above *NONE*

*Apt. Brooks*

564227

94 MAR 10 PM 11:07

**HACIENDA DEL MAR CONDOMINIUM ASSOCIATION**

1305 S. Atlantic Avenue, Cocoa Beach, Florida 32931

*Sandy Crawford* Clerk Circuit Court  
 Recorded and Verified Brevard County, FL  
 # Pgs. 2 # Names 2  
 Trust Fund 1.50 Rec Fee 9.00  
 Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
 Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
 Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

**FIFTH AMENDMENT**

TO

**DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC.**

The Declaration of Condominium establishing Hacienda del Mar, a Condominium, as recorded in the Official Record Book 1459, Page 839, Public Records of Brevard County, Florida, is amended as follows.

**CODING:** Words in ~~strikeout~~ are deleted from the document and words in underscore are added to the document.

**15.6 EXTERIOR OF BUILDINGS.** The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for maintenance thereof; and no owner shall paint an exterior wall, door, window, patio or any exterior surface at any time without the written consent of the Corporation; ~~except, however, the owner may paint or re-surface the floor of private balconies or patios immediately adjoining his unit.~~

**15.6 EXTERIOR OF BUILDINGS.** The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for maintenance therefore; and no owner shall paint an exterior wall, door, window, patio or any exterior surface at any time without the written consent of the Corporation; except, however, private balcony floors above the ground floor must be seal-treated by an Association-approved contractor before painting or re-surfacing with ceramic tile only. All other floor coverings are prohibited. Owners must take action to conform to these standards

Fifth Amendment, Declaration of Hacienda del Mar Condominium Assn, Inc.

by December 31, 1994.

17.2 IMPROVEMENT OR CHANGES TO EXTERIOR OF APARTMENT BUILDING. Further, no owner shall cause any improvement or changes to be made on or to the exterior of the apartment building, including painting or other decoration, the installation of awnings, other than approved shutters, electric wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building. Further no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment, except the floor surfaces of his respective balcony or patio, which floor surfaces must conform to the standards established in paragraph 15.6. above.

Approved by Board of Directors at January 22, 1994 meeting.

SIGNATURE: Robert R. Brooks Title: President

BK3374PG0465-A



This instrument prepared for the Association by Robert R. Brooks, 1305 S. Atlantic Avenue, Cocoa Beach, Florida 32931

State of Florida  
County of Brevard  
Feb 24, 1994



Page 2 of 2 pages

Carolyn J. Harrison AA518151

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Oct. 20, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this FEB 24, 1994 (Date)  
by ROBERT BROOKS, who is personally known to me (Name of person acknowledging)  
or who has produced MILITARY ID 258-34-7583 (Type of identification)  
as identification.

Carolyn J. Harrison Notary Public, Commission No AA518151  
CAROLYN S. HARRISON (Name of Notary typed, printed, or stamped)

(SEAL ABOVE)

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: Oct. 20, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document AMENDMENT TO CONDOMINIUM DECLARATION  
Number of Pages 2 Date of Document FEB 24, 1994  
Signer(s) Other than Named Above NONE

*Robert Brooks c/s*  
**HACIENDA DEL MAR CONDOMINIUM ASSOCIATION**  
1305 S. Atlantic Avenue, Cocoa Beach, Florida 32931

SIXTH AMENDMENT

TO

DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium establishing Hacienda del Mar, a Condominium, as recorded in the Official Record Book 1459, Page 839, Public Records of Brevard County, Florida, is amended as follows:

Paragraph 18. SALE OF APARTMENTS

Subparagraphs 18.1 through 18.10 are deleted in their entirety.

The following is added:

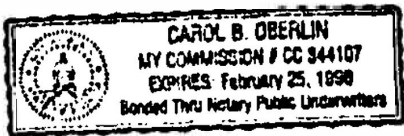
18. SALE OF APARTMENTS

18.1 PROCEDURE AND NOTICE.

a. The contract for sale, contract for deed, or other instrument of transfer for an apartment will state as a condition of sale that the Buyer or other Transferee understands and agrees to comply with the provisions of the Hacienda del Mar Condominium Association, Inc., <sup>documents</sup> as amended. The Selling Owner or the Selling Owner's Realtor or other representative will send a copy of the final sales contract, contract for deed, or other instrument of transfer to the Secretary, Board of Directors, Hacienda del Mar Condominium Association, Inc., 1305 S. Atlantic Avenue, Cocoa Beach, Florida, 32931.

b. The Secretary, Board of Directors, Hacienda del Mar Condominium Association, Inc., or other officer of the Board in the absence of the Secretary, will acknowledge receipt of the contract or other instrument of transfer.

SIGNATURE: *Robert Brooks* TITLE: President  
This instrument prepared for the Association by Robert R. Brooks, 1305 S. Atlantic Avenue, Cocoa Beach, Florida, 32931



*Handy Careful* Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# Pgs. 2 # Names 2  
Trust Fund 1.50 Rec Fee 9.00  
Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

BK 0430PG0257

690803  
94 OCT 21 AM 8:40

STATE OF FLORIDA  
COUNTY OF BREVARD

• Customer has requested an acknowledgement

The foregoing instrument, Deed to Della Cordova Assoc  
(description of instrument) Deed

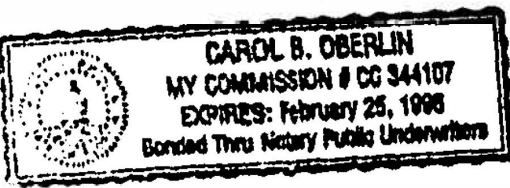
was acknowledged before me this 19th day of Dec, 1994.

by ROBERT R. BROOKS  
(name of person acknowledged)

who is personally known to me, or

who has produced photo as identification, and  
(type of identification)

Carol B. Oberlin  
(Signature of Person Taking Acknowledgement)



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)  
(Title or Rank)  
(Serial Number, if any)

BK 3430PG0258

Hacienda Del Mar Condominium Association, Inc  
1305 S. Atlantic Avenue, Cocoa Beach, Florida 32931

EIGHTH AMENDMENT

TO

DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION,  
INC.

The Declaration of Condominium establishing Hacienda Del Mar, a  
Condominium, as recorded in the Official Record Book 1459, Page 839, Public  
Records of Brevard County, Florida, is amended as follows:

**CODING:** Words in ~~strikeout~~ are deleted from the Document and words in  
underscore added to the Document.

The following is deleted:

Paragraph 20, Page 20 of the Declaration of Condominium and Related  
Documents (as added to the Declaration of Condominium and Related Documents  
by unnumbered amendment recorded in the Records of Brevard County on 17  
January 1990):

~~A copy of the lease and the above required information with a fee for  
fifty dollars (\$50.00) shall be provided to the Board of Directors prior  
to occupancy by the prospective lessee each time an apartment is  
rented.~~

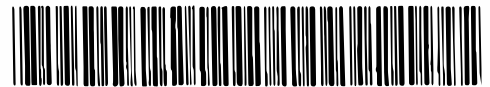
The following is added to Paragraph 20, Page 20, of the Declaration of  
Condominium and Related Documents:

The Unit owner is responsible to ensure that a copy of a lease that  
conforms to the requirements of the Declaration of Condominium and Related  
Documents is delivered to the Board of Directors within five days of occupancy of  
the unit by any lessee.

SIGNATURE: *Robert R. Brooks*

TITLE: Ad Hoc Representative of the 2004 Board of Directors for purpose of  
preparing this amendment.

This instrument prepared for the Association by Robert R. Brooks, 1305 S. Atlantic  
Avenue, Cocoa Beach, Florida, 32931



CFN:2004049362 02-17-2004 04:21 pm  
OR Book/Page: 5201 / 2061

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me  
this 17 day of Feb, 2004, by Robert R  
Brooks

Personally known to me  
 Produced ID *Daisy Calvo*  
DEPUTY CLERK, per F.S. 695.03/92.50  
Scott Ellis, Clerk, Brevard County, FL



**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 1 #Names: 2  
Trust: 1.00 Rec: 5.00 Serv: 0.00  
Court: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

# Hacienda Del Mar Condominium Association Inc.

1305 South Atlantic Avenue, Cocoa Beach, Florida 32931

## SEVENTH AMENDMENT

TO

### DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium establishing Hacienda Del Mar, a Condominium, as recorded in the Official Record Book 1459, Page 839, Public Records of Brevard County, Florida, is amended as follows:

#### Paragraph 14.5.3 RESPONSIBILITY

14.5.3 Responsibility. If the damage is only to those parts of one (1) apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. Notwithstanding anything to the contrary in this Declaration, the Association shall not have primary responsibility for ceiling, wall and floor coverings, electrical fixtures, appliances, air conditioners and heating equipment, water heaters and built-in cabinets, and storm shutters, all of which shall be the responsibility of the unit owner for casualty repair and replacement. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible.

SIGNATURE:



TITLE: President



This instrument prepared for the Association by Robert R. Brooks, 1305 S. Atlantic Avenue, Cocoa Beach, Florida, 32931

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me  
this 14 day of September, 2000

Robert R. Brooks

Personally known to me  
 Produced ID

El Driver Lic  
(Type of ID)

DEPUTY CLERK   
Sandy Crawford, Clerk of Brevard County, FL.



CFN:2000174737

09-11-2000 04:24 pm

OR Book/Page: 4218 / 0017

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 1	#Names: 2	Serv: 0.00
Trust: 1.00	Rec: 5.00	Excise: 0.00
Deed: 0.00		Int Tax: 0.00
Mtg: 0.00		

EIGHTH AMENDMENT

TO

DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium establishing Hacienda Del Mar, a Condominium, as recorded in the Official Record Book 1439, Page 839, Public Records of Brevard County, Florida, is amended as follows:

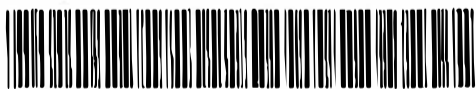
16.11 LEASING OF UNITS:

Only a parcel in its entirety may be leased and not for less than a continuous period of ninety (90) days. If the lease agreement is terminated for any reason, no other tenant may occupy the unit until the expiration of ninety days from the date of the original lease was commenced. All leases must be in writing, signed by both the lessee and the lessor, list each person who shall occupy the unit during the lease and contain a clause which states "A lessee shall derive his interest solely from the owner of the parcel from whom he is leasing, and shall hold his tenancy subject to all provisions of the governing documents of the Hacienda del Mar Condominium Association, Inc." A copy of all lease agreements must be provided to the Association. ~~A lessee shall derive his interest solely from the owner of the parcel from whom he is leasing, and shall hold his tenancy subject to all the provisions of this Declaration and related documents and rules and regulations established by the Board of Directors of the Association.~~ The lessee and lessor shall be notified in writing of any violation or violations by him of this Declaration or related documents or rules and regulations adopted by the Board of Directors by either the owner of said parcel or by the Secretary of the Association. Any repetition of the same violation or violations after notice shall constitute a breach of the lease. Thereupon, the owner of the parcel or the Association, or both, may treat the lease as terminated and proceed forthwith against the lessee for his removal. The owner of the parcel and the Association shall keep each other advised of any action or contemplated action that may be undertaken under the provisions of this Paragraph 16.11. Notice directed to the lessee shall be forwarded to the apartment being leased and shall be deemed served upon the lessee on the date of hand-delivery, or if sent by certified mail, three (3) days after mailing. The lessee shall be liable to the owner or the Association, or both, for reasonable attorney's fees and costs incurred in enforcing the provisions of this Paragraph 16.11.

SIGNATURE: *R.R. Brooks* Title: President

HC →

This instrument prepared for the Association by R.R. Brooks, 1305 S. Atlantic Avenue, Cocoa Beach, FL 32931



CFN:2001158099 07-30-2001 02:11 pm  
OR Book/Page: 4391 / 0315

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 30 day of July, 2001, by Robert R. Brooks

Personally known to me  
 Produced ID

Military  
(Type of ID)

*Scott Ellis*  
DEPUTY CLERK per F.S. 695.03(2) 80  
Scott-Ellis, Clerk, Brevard County, FL



Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 2  
Trust: 1.00 Rec: 5.00 Serv: 0.00  
Deed: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

NINTH AMENDMENT

TO

DECLARATION OF HACIENDA DEL MAR CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium establishing Hacienda del Mar, a Condominium, as recorded in the Official Record Book 1439, Page 839, Public Records of Brevard County, Florida, is amended as follows to satisfy the need to designate an Insurance Trustee.

CODING: Words in ~~strike through type~~ are deleted from the document; underlined words are additions to the document.

~~14.2 INSURANCE TRUSTEE – SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee is herein defined as the “INSURANCE TRUSTEE”. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.~~

14.2 INSURANCE TRUSTEE – SHARES OF PROCEEDS. The duly elected Board of Directors of the Association is hereby designated as the Insurance Trustee. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the shares as defined in this Declaration. Funds for reconstruction will be disbursed by the Insurance Trustee only on projects as approved by an independent Engineer or professional Construction Consultant contracted by the Board of Directors.

SIGNATURE:



TITLE: President

This instrument prepared by: Robert Brooks, 1305 S. Atlantic Avenue, Unit 360, Cocoa Beach, FL 32931-2359

DEPUTY CLERK, per F.S. 695.03/92.50  
Scott Ellis, Clerk  
Brevard County, Florida



CAROLYN POWERS



CFN:2002141825 06-07-2002 10:13 am  
OR Book/Page: 4611 / 0448

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 2  
Trust: 1.00 Rec: 5.00 Serv: 0.00  
Deed: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

Hacienda Del Mar Condominium Association, Inc.  
1305 S. Atlantic Avenue, Cocoa Beach, FL 32931

TENTH AMENDMENT

TO

DECLARATION OF HACIENDA DEL MAR CONDOMINIUM  
ASSOCIATION, INC.

The Declaration of Condominium establishing Hacienda Del Mar, a Condominium, as recorded in the Official Record Book 1459, Page 839, Public Records of Brevard County, Florida, is amended as follows:

**CODING:** Words in ~~strikeout~~ are deleted from the Document and words in underscore are added in the Document.

The following is added to Paragraph 13, Page 8, Declaration of Condominium and Related Documents:

**13.4.1 LATE PAYMENT PENALTY. Assessments that are unpaid by the 15<sup>th</sup> day of the month due will be assessed a fine of \$25 to be added to the assessment for that month.**

SIGNATURE: *Doris M. Magarvey*  
TITLE: Assistant Secretary, 2007 Board of Directors, Hacienda Del Mar Condominium Association, Inc.

✓ This instrument prepared for he Association by Doris M. Magarvey, 1305 S. Atlantic Avenue, Cocoa Beach, FL 32931

*State of Florida*  
*County of Brevard*  
*Subscribed before me this 3<sup>rd</sup> day*  
*of April 2007.*

*Marilyn A. Ferguson*

