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This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

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**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
OCEAN TOWERS, a CONDOMINIUM**

THE UNDERSIGNED, being the President and Secretary of **OCEAN TOWERS OF VERO BEACH, INC.** a Florida not for profit corporation, hereby certify that after the adoption of a Resolution proposing to amend and restate the Declaration of Condominium of Ocean Towers, the Bylaws of Ocean Towers of Vero Beach, Inc. and the Articles of Incorporation of Ocean Towers of Vero Beach, Inc., at a duly called meeting of the Board of Directors held on the 6th day of December, 2012 by the affirmative vote of not less than a majority of the Board of Directors, not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Association at a duly called meeting of all of the members of the Association, held on the 4th day of February, 2013, in accordance with the requirements of Florida law, the Declaration of Condominium of **OCEAN TOWERS**, its Bylaws and Articles of Incorporation as originally recorded in Official Record Book 387, Beginning at Page 791, Public Records of Indian River County, Florida and any amendments thereof, affirmatively voted to amend and restate the Declaration of Condominium, the Bylaws and the Articles of Incorporation as attached hereto and made a part thereof.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Condominium, this 23rd day of April, 2013.

OCEAN TOWERS OF VERO BEACH, INC.

By: Paula Butterfield
President
Print Name: PAULA BUTTERFIELD

(CORPORATE SEAL)

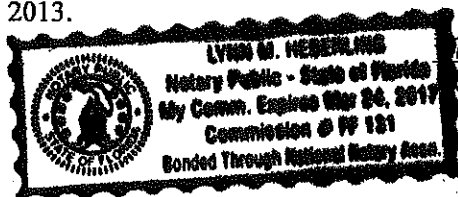
ATTEST:

By: [Signature]
Secretary
Print Name: J.H. SIRICH

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Paula Butterfield and J.H. Sirich, respectively the President and Secretary of Ocean Towers of Vero Beach, Inc., who ☐ have produced _____ as identification or ☒ who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 23rd day of April, 2013.



Lynn M. Weberling
Notary Public, State of Florida (Affix Seal)

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
OCEAN TOWERS
A Condominium**

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 718, Florida Statutes, hereinafter called The Condominium Act.

1.1 **The Name and Address.** The name by which this condominium is to be identified is OCEAN TOWERS, a condominium, and its address is 2701-2743 Ocean Drive, Vero Beach, Indian River County, Florida. Ocean Towers Condominium is a fifty-five (55) and older community. No apartment owner may permit occupancy by anyone under eighteen (18) years of age.

1.2 **The Land.** The lands, which were submitted to the condominium form of ownership, are the following-described lands lying in the City of Vero Beach, County of Indian River, State of Florida, to-wit:

Lots 5 through 15, inclusive, Block 3, Walter Kitching's Subdivision, according to the plat of same filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida in Plat Book 4 at page 5, said land now lying and being in Indian River County, Florida; EXCEPT, however, the West 133 feet thereof; and

ALSO, that part of the South 25 feet of the unnamed and unnumbered street lying immediately North of Lots 5, 6, 7, 8, and 9, Block 3, Walter Kitching's Subdivision, Indian River County, Florida; EXCEPT, however, the West 133 feet thereof; and

ALSO, that part of the North 25 feet of the unnamed and unnumbered street lying immediately South of Lots 10, 11, 12, 13, 14, and 15, Block 3, Walter Kitching's Subdivision, Indian River County, Florida; EXCEPT, however, the West 133 feet thereof;

ALSO LESS that part of Lots 5 and 15, Block 3, Walter Kitching's Subdivision which lies within the Ocean Drive right of way; which land is called "The Land."

1.3 **Easements.** Easements for vehicular and pedestrian traffic are granted to all owners of the condominium and also to those persons who own apartments adjacent to the condominium located on the West 133 feet of Lots 8, 9, 10, and 11, Block 3, Walter Kitching's Subdivision, Indian River County, Florida.

2. **Definitions.** The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, being Chapter 718, Florida Statutes, and as follows, unless the context otherwise requires:

2.1 **Apartment** means unit as defined by the Condominium Act, and where not otherwise distinguished, shall include Town House Villas, and shall also include garden and carport shown on Exhibit D.

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

2.3 **Association** means Ocean Towers of Vero Beach, Inc., a non-profit corporation organized and existing under the laws of the State of Florida and its successors.

2.4 **Common elements** shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 **Common expenses** include:

A. Expenses of manager, office expense, supervision, and administration; expenses of maintenance operation, grounds maintenance, general liability insurance, outdoor lighting, water, outside building maintenance, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association;

B. Expenses declared common expenses by provisions of this Declaration or the Bylaws, including, but not limited to losses from revenue-producing operations;

C. Any valid charge against the condominium property as a whole.

2.6 **Condominium** means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 **Singular, plural, gender.** Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 **Utility services** as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include, but not be limited to electric power, gas, heating, refrigeration, air conditioning, garbage, and sewage disposal.

3. **Development Plan.** The condominium is described and established as follows:

3.1 **Survey.** A survey of the land showing the improvements on it is attached as Exhibit B.

3.2 **Plans.** The improvements upon the land are to be constructed substantially in accordance with the plans and specifications for such prepared by Richard Stebbins, an architect authorized to practice in

the State of Florida, which plans containing a graphic description of the improvements in which the units are located and a plot plan thereof identifying the common elements and each unit and their relative locations and approximate dimensions, are attached hereto as follows:

Exhibits B through P, inclusive,

to which is attached Certificate of Richard Stebbins, an architect authorized to practice in the State of Florida as Exhibit A, that all of such exhibits attached hereto as

Exhibits B through P, inclusive,

constitute a correct representation of the improvements described and further certifying that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

3.3 Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.4 Improvements – General Description.

A. **Buildings.** The condominium includes five separate buildings, with from one to three floors.

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

A. **Upper and Lower Boundaries.** The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the parametrical boundaries:

(1) Upper Boundary – other than Town House Villas, the horizontal plane of the lower surfaces of the ceiling slab; and

(2) Lower Boundary – the horizontal plane of the lower surfaces of the floor slab.

(3) Upper Boundary – Town House Villas – The horizontal plane of the lower surfaces of the upper floor ceiling slab as shown on Exhibit F.

B. **Parametrical Boundaries.** The parametrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls – The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other

portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments.

(2) Interior building walls – The vertical planes of the center line of walls bounding an apartment extended to intersections with other parametrical boundaries with the following exceptions:

(i) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

C. Parametrical boundaries of Town House Villas shall include garden and carport shown on Exhibit D.

3.6 Common Elements. The common elements include the land and all other parts of the condominium not within the apartments and Town House Villa lands which include carport and garden, and also include, but are not limited to the following items as to which the Association shall have the powers indicated:

A. **Automobile Parking Areas.** Automobile parking will be made available to apartment owners so that the occupants of each apartment will be entitled to parking for one automobile without charge. The Association shall have the authority to make reasonable charges for the parking of automobiles in excess of one for each apartment. Such parking areas will be assigned and will be available pursuant to the regulations of the Association.

B. **Use and Charges.** The foregoing and all other common elements shall be available for use by all apartment owners without discrimination. Such use will be without charge except when specifically authorized by this Declaration, except that the Association, when authorized by its regulations, may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all apartment owners.

4. The Town House Villas and Apartments. The Town House Villas and Apartments of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1 Typical Town House Villas' Plans. There are eighteen (18) typical Town House Villa floor plans which are designated numerically by the numbers A-1 through A-18, inclusive. The typical Town House Villa floor plans are shown on the exhibits attached to and made a part of this declaration. Each Villa

has the number as shown on the exhibits attached hereto and made a part hereof, including rear yard enclosed by wall and one-car carport as shown on the exhibits.

4.2 Typical Apartment Plans. There are four separate apartment buildings which are designated by the letters B, C, D, and E. Typical apartment floor plans for each building are shown on the exhibits and amendments attached hereto and made a part hereof. Each apartment has the number as shown on the said exhibits attached hereto. The letter prefix is indicative of the apartment building in which the apartment is located.

4.3 Town House Numbers. There are eighteen (18) town houses that are numbered from South to North by the numbers from A-1 to A-18, inclusive.

4.4 Apartment Numbers. There are eight (8) apartments in Building B; four (4) apartments in Building C; four (4) apartments in Building D; and fifteen (15) apartments in Building E. The apartments number from 19 to 50 with the prefix of each apartment number indicating the building in which it is located. All numbering is from left to right while facing each building, commencing with Building B, then C, then D, then E. The lower floors are first numbered, then the second floor, and so on.

4.5 Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including, but not limited to the following items that are appurtenant to the several apartments as indicated:

A. Common Elements and Common Surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as follows:

<u>Town House Villas</u>	<u>% to Apply</u>
A-1 through A-18 (as to each Town House Villa)	2.125%
<u>Apartments</u> (% to apply are as to each apartment)	
B-19, 22, 23 and 26	1.76%
B-20, 21, 24 and 25	1.99%
C-27 through C-30	1.99%
D-31 through D-34	1.99%
E-35	2.30%
E-36	1.94%
E-37 (Office)	0%
E-38	1.50%
E-39	1.99%
E-40	1.76%
E-41	2.42%
E-42 through E-44	2.12%
E-45	1.89%
E-46	2.42%

E-47 through E-49
E-50

2.12%
1.89%

B. Automobile Parking Space. The common elements include parking areas for automobiles of the apartment owners. Parking areas will initially be assigned by the mutual consent of the association and the owner and transferred thereafter accordingly. Parking space will be available for use pursuant to the regulations of the Association, which regulations shall provide that the occupants of each apartment shall be entitled to parking for one automobile without charge.

C. Association Membership. The membership of each apartment owner in the Association includes the interest of each apartment owner in the funds and assets held by the Association.

4.6 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment.

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

5.1 Apartments.

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

(1) All portions of an apartment, except interior surfaces of apartments, such as, but not limited to, wall, floor and ceiling coverings, which portions shall include but not be limited to the outside walls of the buildings and all fixtures thereon, boundary walls of units, floors, load-bearing columns, and load-bearing walls. Such will be done at the expense of the Association, unless made necessary by the negligence of an apartment owner, members of his family, or his guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which the same is contained. Such will be done at the expense of the Association, unless made necessary by the negligence of an apartment owner, member of his family, or his guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(3) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the party responsible for the expense of such work.

B. By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(1) To immediately maintain, repair and replace at his expense all portions of his apartment and the fixtures and equipment contained within apartments, including, but not limited to, wall, floor and ceiling coverings, electrical fixtures, appliances, air-conditioning and heating equipment, water heaters and built-in-cabinets, except the portions to be maintained, repaired and replaced by the Association. Such shall be done at the expense of the owner of the apartment where the work is done and without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

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

C. **Alteration and Improvement.** Neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2 **Common Elements.**

A. **By the Association.** The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

B. **Alteration and Improvement.** After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration, nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided in the By Laws. Any such alteration, or improvement, shall not interfere with the rights of any apartment owners without their consent. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

6. **Assessments.** The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By Laws and subject to the following provisions:

6.1 **Share of Common Expenses.** Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him.

6.2 **Interest; Application of Payments.** Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall be delinquent and bear interest at the rate of eighteen

percent (18%) per annum from the date when due until paid. In addition to the interest, the Association may charge an administrative late fee in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the delinquent assessment for each delinquent installment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

6.3 Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same. The provisions of this paragraph shall not apply to nor affect in any way an institutional mortgagee holding a mortgage upon any apartment.

7. Association. The operation of the condominium shall be by OCEAN TOWERS OF VERO BEACH, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit Q.

7.2 The **By-Laws** of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit R.

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

7.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner by a member except as an appurtenance to his apartment.

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

8. **Insurance.** The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1 **Authority to Purchase; Named Insured.** All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agents for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association. Apartment owners may obtain coverage at their own expense upon their apartment, including wall, floor and ceiling coverings, upon their personal property and for their personal liability and living expense.

8.2 **Coverage.**

A. **Casualty.** All buildings and improvements upon the land shall be insured in, such amounts that the insurer will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) **Loss or Damage** by fire and other hazards covered by a standard extended coverage endorsement, and

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

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

C. **Workmen's Compensation** policy to meet the requirements of the law.

D. Such **Other Insurance** as the Board of Directors of the Association shall determine from time to time to be desirable.

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

8.4 **Shares of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the proceeds for the purposes elsewhere

stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares:

A. **Common Elements**. Proceeds on account of damage to common elements – an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

B. **Apartments**. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) **When the Building is to be Restored** – for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) **When the Building is not to be Restored** – An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

C. **Mortgagees**. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment 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 of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

8.5 **Distribution of Proceeds**. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

A. **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 cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

B. **Failure to Reconstruct or Repair**. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee. Payment shall take into consideration that said buildings are separate and may be dealt with as separate buildings.

8.6 **Association as Agent**. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment 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.

9. Reconstruction or Repair after Casualty.

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

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

B. Apartment Building.

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

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

9.2 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 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 not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the 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.

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

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

9.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association 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 – Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association.

B. Association – Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$50,000.00, 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 Florida and employed by the Association to supervise the work.

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

D. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

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

10.1 Town House Villas and Apartments. Each of the apartments shall be occupied only by a single family, which shall consist of only persons related by blood, marriage and adoption, as a single

family residence, and for no other purpose. No apartment may be divided or subdivided into a smaller unit, nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected. No time-share estates shall be created with respect to any apartment, nor shall an apartment be used on any type of time-share basis.

10.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

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

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

10.5 Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated.

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

10.7 Proviso. No visitor or guest (non-owner) of an apartment may occupy and reside in an apartment unless the owner of the apartment is simultaneously occupying and residing in the apartment with the said visitor or guest, except, however, such apartment may be occupied, in the absence of the owner, by such visitor or guest for a period of no more than thirty (30) days in any calendar year, which said days shall not be cumulative.

10.8 Pets. No animals or pets of any kind, except canaries, parakeets, and fish, provided that said approved pets not be kept, bred or maintained for any commercial purpose, shall be kept in any apartment. Any such allowed pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three days' written notice from the Association.

10.9 Parking. Each assigned parking space shall be used only by the assignee thereof or by a person designated by the assignee. No trucks, other than service trucks performing service in the condominium area, or motorcycles, recreational vehicles, trailers or boats shall be parked or placed upon any

portion of the condominium property. No automobiles shall be parked within the driveway limits, particularly the West driveway in front of the town houses.

10.10 Exterior Appearance. No owner or lessee or guest of owner shall cause anything to be hung, displayed, or placed on the exterior walls, doors or windows of the condominium buildings and shall not otherwise change the appearance of any portion of the exterior of the condominium buildings or the common elements, or the surfaces or interior building walls facing common elements, without the prior written consent of the Board of Directors of the Association. Nothing, including but not limited to towels, clothing, rugs, mops or brooms, shall be hung from railings, balconies or windows, and no advertising signs of any kind shall be allowed on any part of the condominium property without the prior written consent of the Board of Directors.

10.11 Use or Acquisition of Interest in the Condominium to Render User or Acquirer Subject to Provisions of Declaration of Condominium, Rules and Regulations. All present or future owners, tenants or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration of Condominium, and the mere acquisition or rental of any apartment, or the mere act of occupancy of any apartment shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

10.12 No individual under eighteen (18) years of age shall be permitted to occupy or reside in any condominium apartment, except that such an individual may visit and temporarily occupy and reside in an apartment for a period not exceeding thirty (30) days in any calendar year, which thirty (30) day period of time shall not be cumulative.

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

11.1 Transfer Subject to Approval.

A. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to an apartment owner. No apartment owner may dispose of an apartment by sale to a family which would permit occupancy by children under eighteen (18) years of age.

B. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association. No apartment owner may dispose of an apartment or any interest in an apartment by lease to a family which would permit occupancy by children under the age of eighteen (18) years of age.

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

D. **Devise or Inheritance.** If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

E. **Other Transfers.** If any apartment owners shall acquire their title by any manner not considered in the foregoing subsections, the continuance of their ownership of their apartment shall be subject to the approval of the Association.

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

A. **Notice to Association.**

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

(2) **Lease.** An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. An apartment owner shall have the right to lease his apartment to only two (2) different tenants during any consecutive twelve-month period of time. The Association shall refuse to approve a lease submitted to it pertaining to a third tenant if the owner has previously rented the owner's apartment to two (2) other tenants during the previous twelve (12) consecutive months.

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

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

(5) All notices or applications for transfer set forth above shall be accompanied by a fee in an amount determined by the Board of Directors to defray Association expense.

B. Certificate of Approval.

(1) **Sale.** If the proposed transaction is a sale, then within thirty days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association, which shall be recorded in the Public Records of Indian River County, Florida at the expense of the purchaser.

(2) **Lease.** If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Indian River County, Florida, at the expense of the lessee. The Association may, as a condition to approving the lessee, require the prospective lessee to place a security deposit, in an amount not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

(3) **Gift; Devise or Inheritance; Other Transfers.** If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the Association which shall be recorded in the public records of Indian River County, Florida, at the expense of the apartment owner.

C. Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes, and the apartments therein may be occupied only by a single family, its servants and guests as a single family residence, and for no other purpose, ownership of an apartment by a corporation, general partnership, limited partnership, and the like, shall not be allowed.

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

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owners shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproval and disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association by two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sales price, if such is by arbitration, whichever is the later.

(4) A certificate of the Association approving the purchaser shall be recorded in the Public Records of Indian River County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Indian River County, Florida at the expense of the purchaser.

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

C. Gifts; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association approving the purchaser shall be recorded in the Public Records of Indian River County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then

notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Indian River County, Florida, at the expense of the apartment owner.

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

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests, " shall not apply to a transfer to or purchase by an institutional mortgagee which acquires its title as the result of owning a mortgage upon the apartment concerned and this shall be so whether the title is acquired by deed from the Mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, examination, foreclosure, judicial, or tax sale.

11.6 Unauthorized Transactions. Except as provided in Paragraph 11.5, any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7 Additional Exception. Any institutional mortgagee making a mortgage loan upon the security of an apartment in the condominium shall not be required to make inquiry into whether or not its Mortgagor or his Grantor complied with the provisions of this section and any failure of such Mortgagor's Grantor or of such Mortgagor to so comply will not operate to affect the validity or priority of such mortgage.

11.8 Transfer Fees. The Association, in connection with the sale, mortgage, lease, sublease, or other transfer of an apartment, may charge a transfer fee per applicant, other than husband/wife or parent/depend child, which are considered one applicant, for all approvals hereunder, and the Association is authorized to disapprove any such sale, mortgage, lease, sublease or other transfer of an apartment, unless such a fee is paid to the Association.

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

12.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any

increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

12.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

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

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

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

13.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided, however, such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

A. Not less than a majority of the Board of Directors and by not less than 60% of the votes of the membership of the Association cast at a member's meeting; or

B. Not less than 80% of the votes of the entire membership of the Association.

13.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment or property shall join in the execution of the amendment.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Indian River County, Florida.

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

14.1 Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

14.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the owners for the period ending on the 90th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

B. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement, as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

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

14.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Indian River County, Florida.

14.4 Shares of Owners after Termination. After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

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

EXHIBITS

Exhibit A –	Certificate of Architect
Exhibit B through P –	Plot Plans and Condominium Plans showing graphic description of condominium units
Exhibit Q –	Articles of Incorporation
Exhibit R –	By-Laws

CERTIFICATE OF ARCHITECT

EXHIBIT TO DECLARATION OF CONDOMINIUM OF
OCEAN TOWERS, Vero Beach, Florida, made this 1st
day of May, 1971.

I, RICHARD STEBBINS, of Fort Pierce, St. Lucie County,
Florida, certify that:

1. That I am an architect authorized to practice in the State
of Florida.
2. That this certificate is made as to OCEAN TOWERS,
a condominium located at 2701 Ocean Drive, Vero Beach, Florida, and
is in compliance with Section 711.08 (1)(e), Florida Statutes, being the
Condominium Act.
3. The foregoing Exhibits to the Declaration of Condominium,
being as follows:

Exhibits B through P, inclusive,

together with the wording of the Declaration, constitute a correct repre-
sentation of the improvements of the condominium as it now exists, and
there can be determined from them the identification, location, dimensions
and size of the common elements of each unit and of each unit.

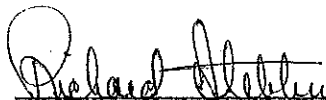

Richard Stebbins, Architect
Certificate of Registration No. 2696
State of Florida

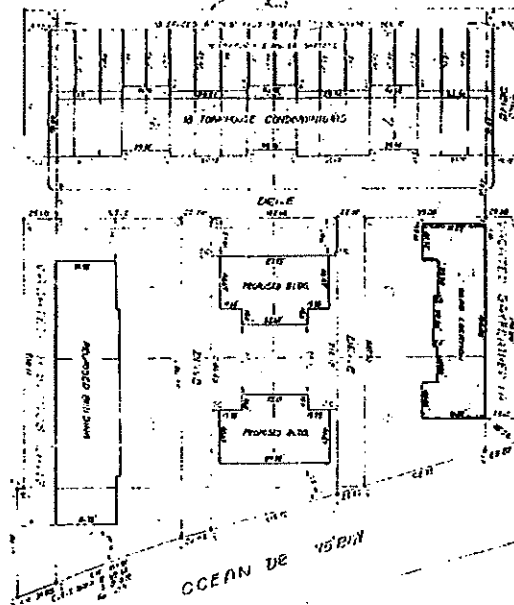
EXHIBIT A

OFFICIAL RECORD

BOOK 387 PAGE 829

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EX-1017-0

Exhibit - B



EXHIBIT - C

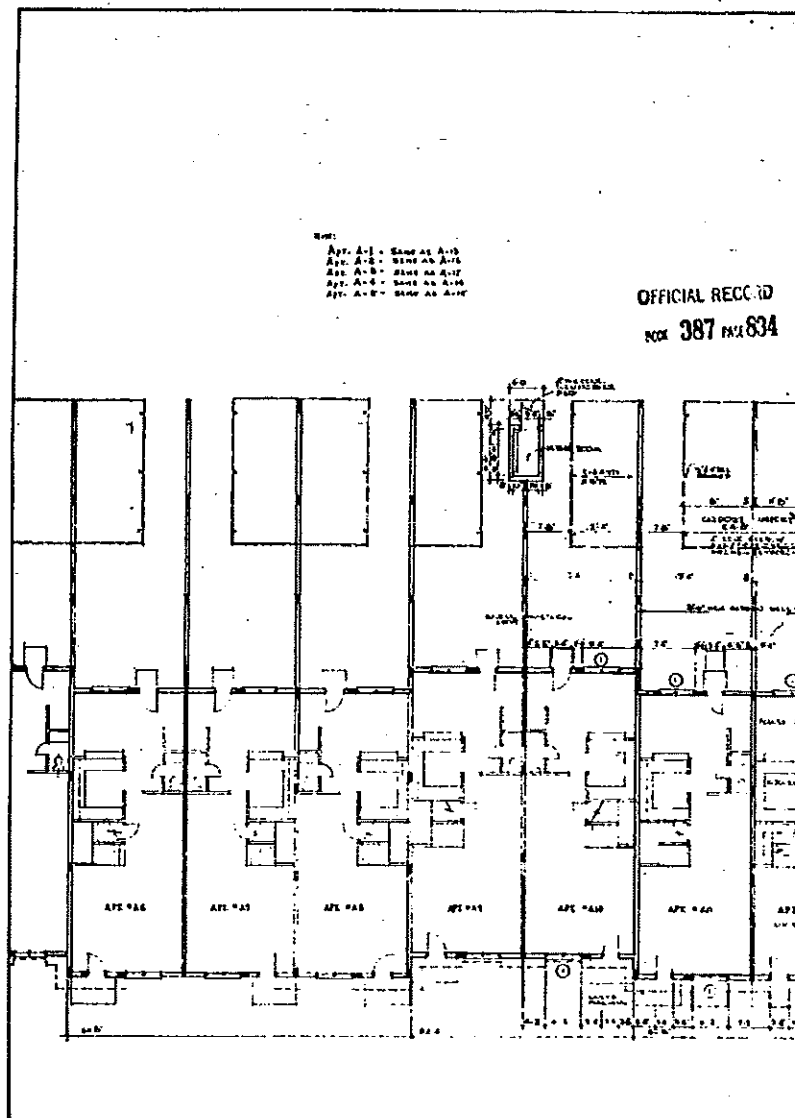
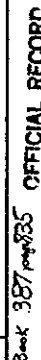
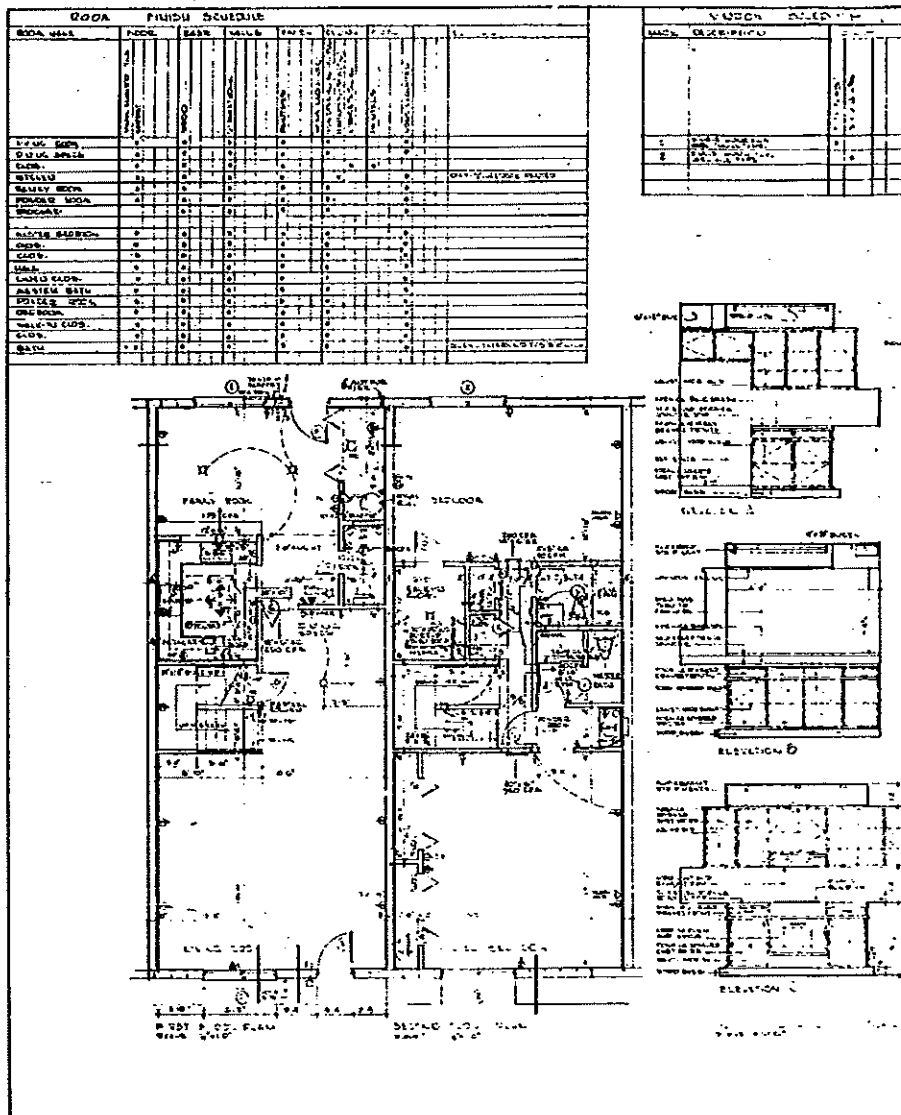


Exhibit - D page 1





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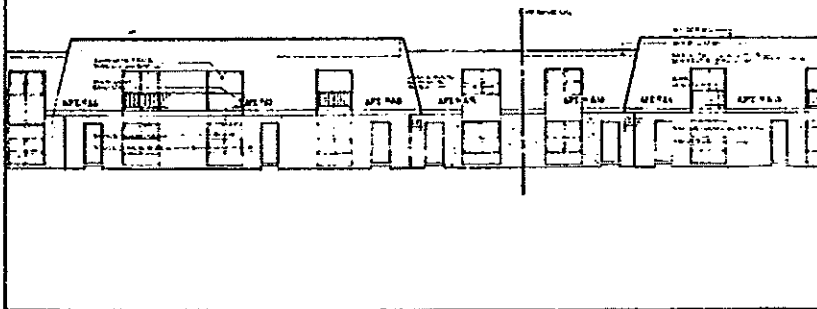


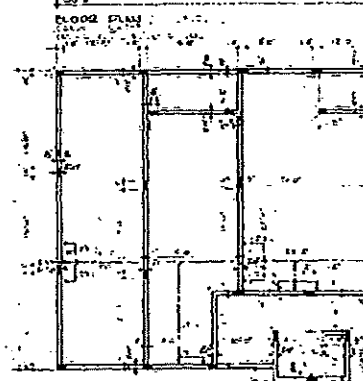
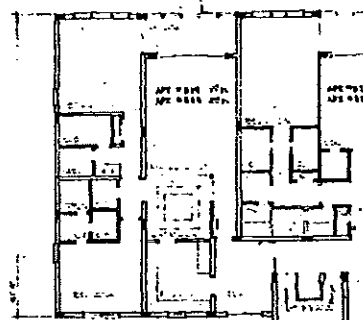
Exhibit - F page 1

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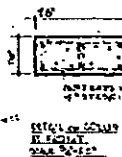
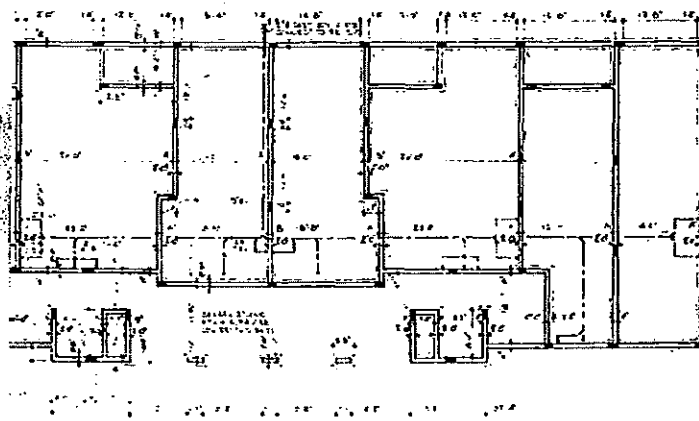
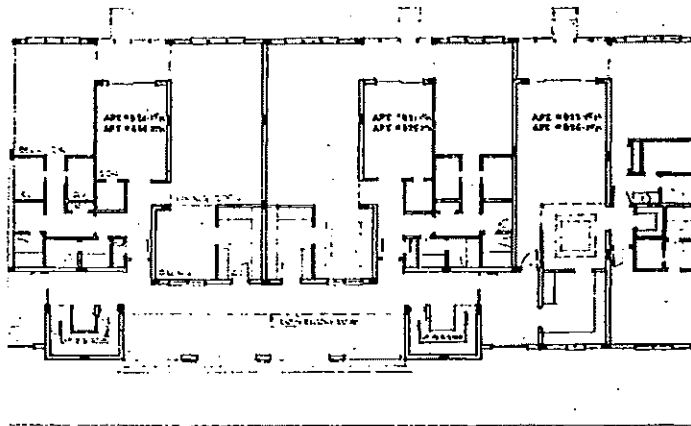
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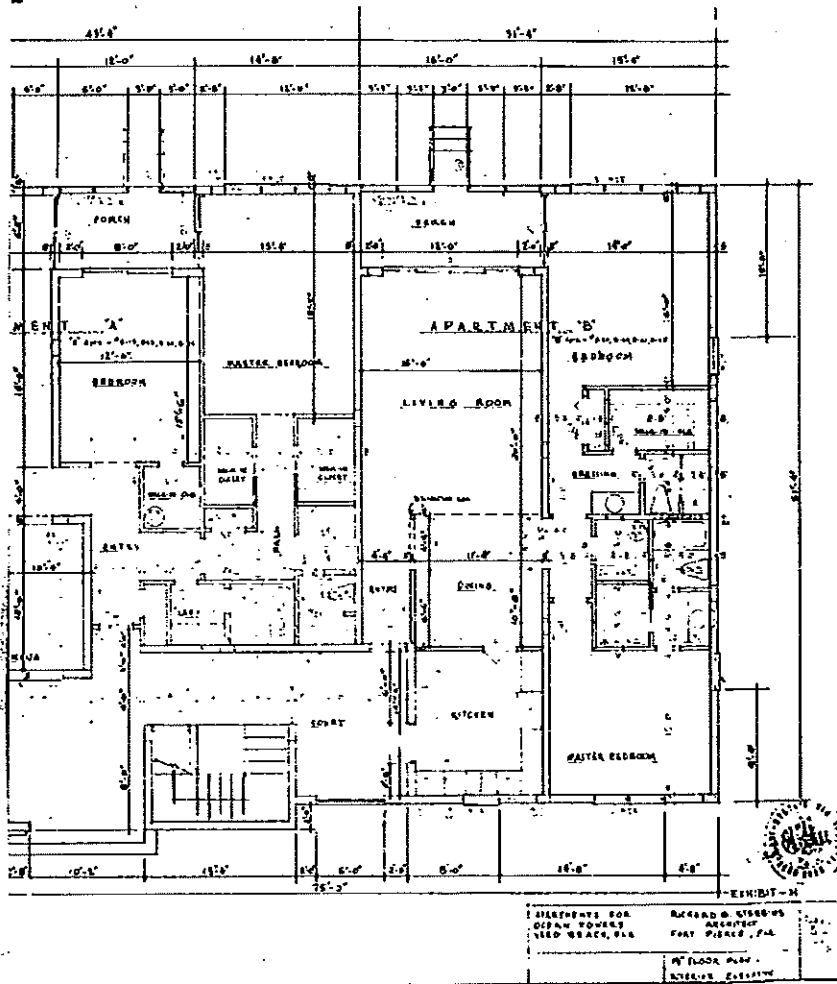


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STANDARD FORM 101-108-109	STANDARD FORM 101-108-109

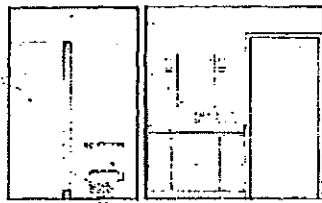
Book 387 page 341 OFFICIAL RECORD

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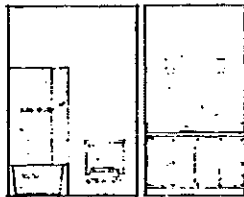


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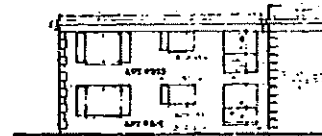
BOOK 387 PAGE 844



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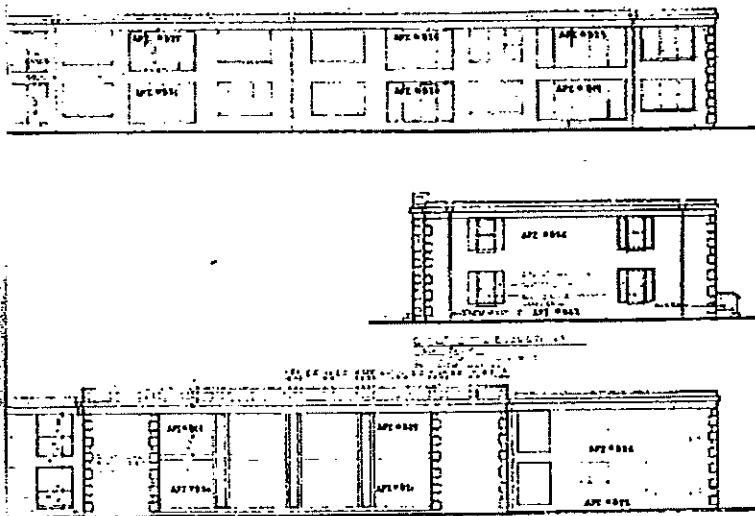


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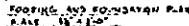


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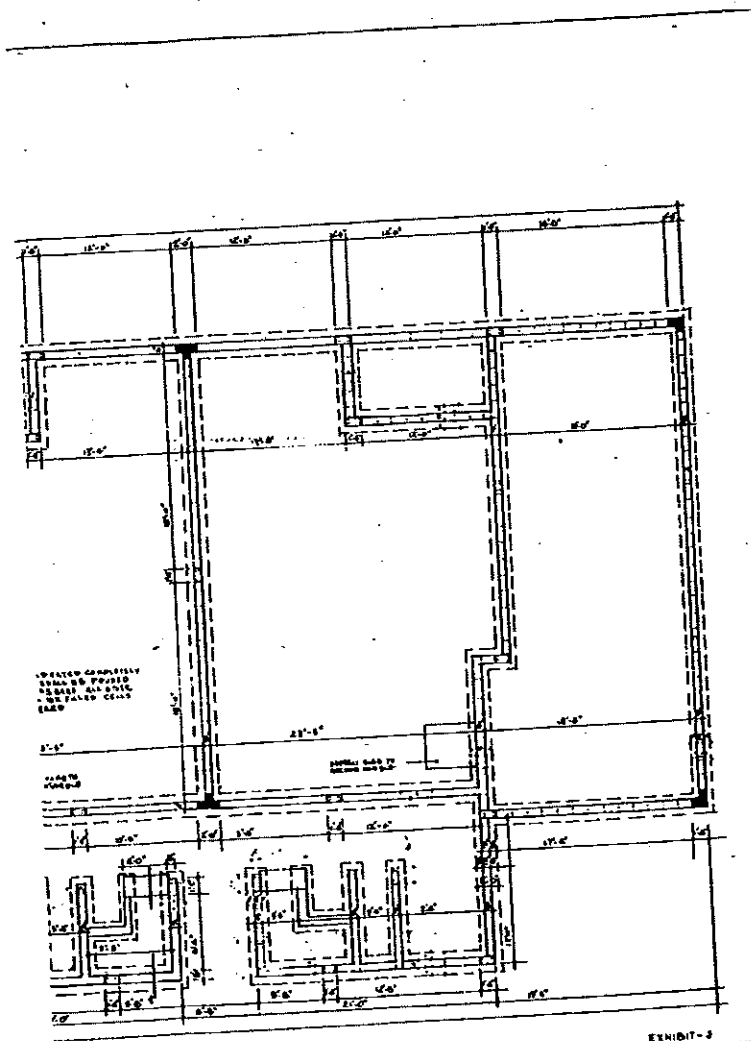


EXHIBIT-3
 RICHARDSON & SONS, INC.
 1000 WEST
 APARTMENT BUILDING
 OCEAN TOWERS, INC.
 1000 WEST BEACH
 MIAMI BEACH
 FLORIDA

357 MC 847 OFFICIAL RECORD

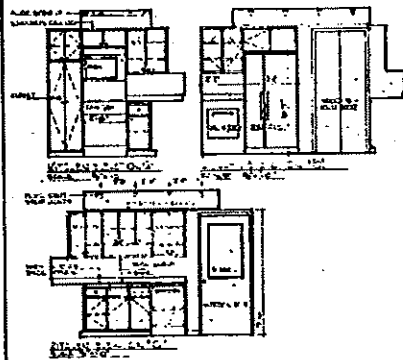
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9	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
10	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
11	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
12	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
13	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
14	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
15	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
16	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
17	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
18	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
19	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
20	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
21	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
22	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
23	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
24	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
25	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
26	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
27	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
28	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
29	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
30	5:15 P.M.	W. J. HARRIS	W. J. HARRIS
31	5:15 P.M.	W. J. HARRIS	W. J. HARRIS

AC COLLECTION NOTE
SPENT 10 MIN 4200 DZ, FLEW 1.5
W 1000 1200 1200

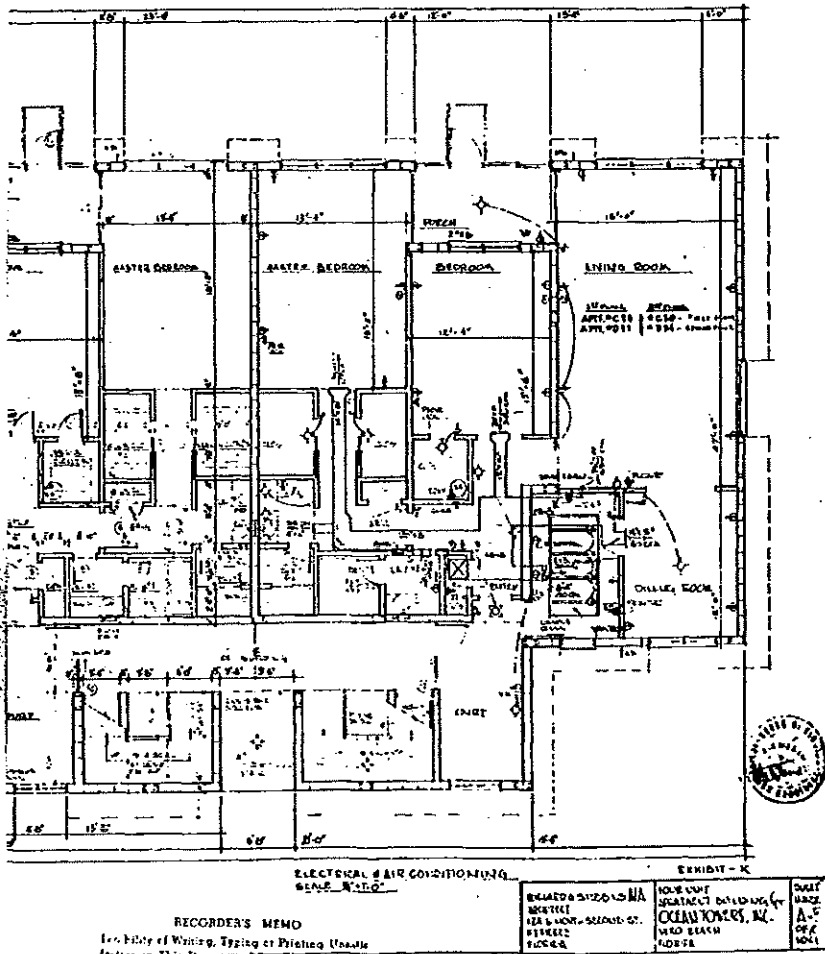
WARRANT RECEIVED PARTIAL

WATER & OUTLET	1	1P	20A	4	0 POLES
STOVE	2	1P	20A	4	2 1/2" x 2"
WATER PLATE	1	2P	20A	4	2 1/2" x 2"
SAUCE	1	1P	20A	4	1 1/2" x 1"
WARMER/GRILL	1	2P	20A	4	2 1/2" x 2"
ICE CREAM/STOVE	1	1P	20A	4	2 1/2" x 2"
S.C. HEAT STAMP	1	1P	20A	4	2 1/2" x 2"
PLUGS					2 POLES

TOTAL
PANELS TO BE EQ 40 ABA 100 AMP

[illegible]

8



ORD
850

APT 1010
APT 1011
APT 1012
APT 1013

APT 1014
APT 1015
APT 1016
APT 1017

APT 1020
APT 1021
APT 1022
APT 1023

APT 1024
APT 1025
APT 1026
APT 1027


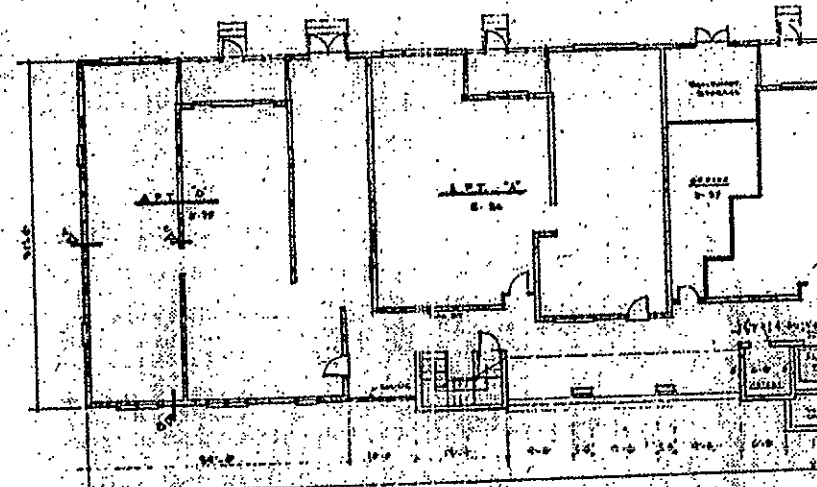
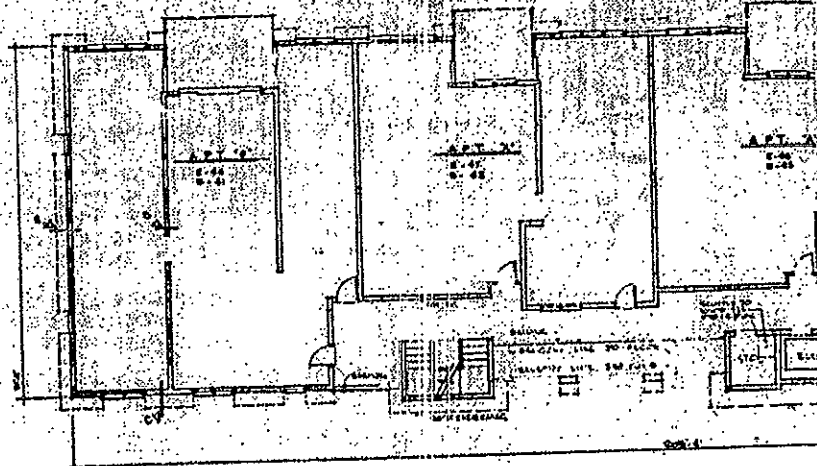
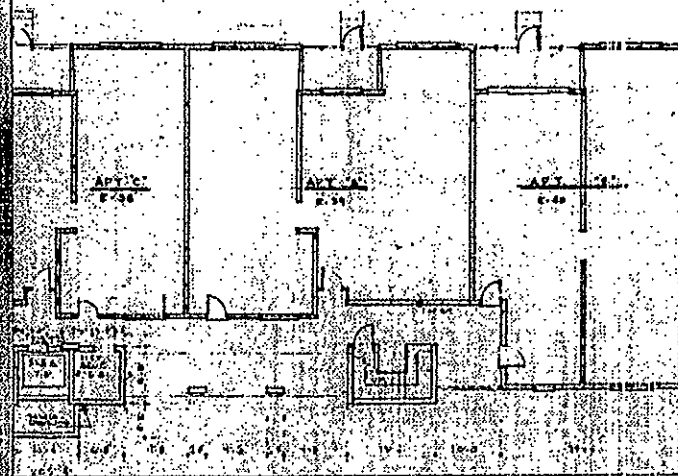


EXHIBIT - L	
DEPARTMENT OF THE ARMY ARCHITECT 1000 NORTH 2nd ST. FORT PIERCE FLORIDA	ONE UNIT DEPARTMENT OF THE ARMY OCEAN VIEW, FL. 1000 NORTH 2nd ST. FORT PIERCE, FLORIDA

NO 397 JUL 851 FEDERAL RECORDS

OFFICIAL RECORD BOX 404 FILE 426





Notes:
TURNING IN AMBELL (S) FIRE HOSE
CAMP, IN PERS. TO 44 NOTED CH-1
PLAIN. FIRE HOSE CAMP. STILL BE
POTTER ROSSMAN. 970 44. A LOT OF
OF CO. 20. MON. 4 PM. SOME
FIRE HOSE. SOME HOSE. (S) (S) (S)
FURNISHED IN EXTINGUISHED. (S) (S) (S)
NOTED AMBELL CAMP. IN PERS. TO 44
CAMP. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812

4. JIMMY A. JAMES	ROBERTA J. STEBBINS	DATE
COURT SWEAT INC.	AIA ACCOUNT	8
4. FRED B. JEFF	DATE 8/11/71	8

OFFICIAL RECORD

EXHIBIT 1

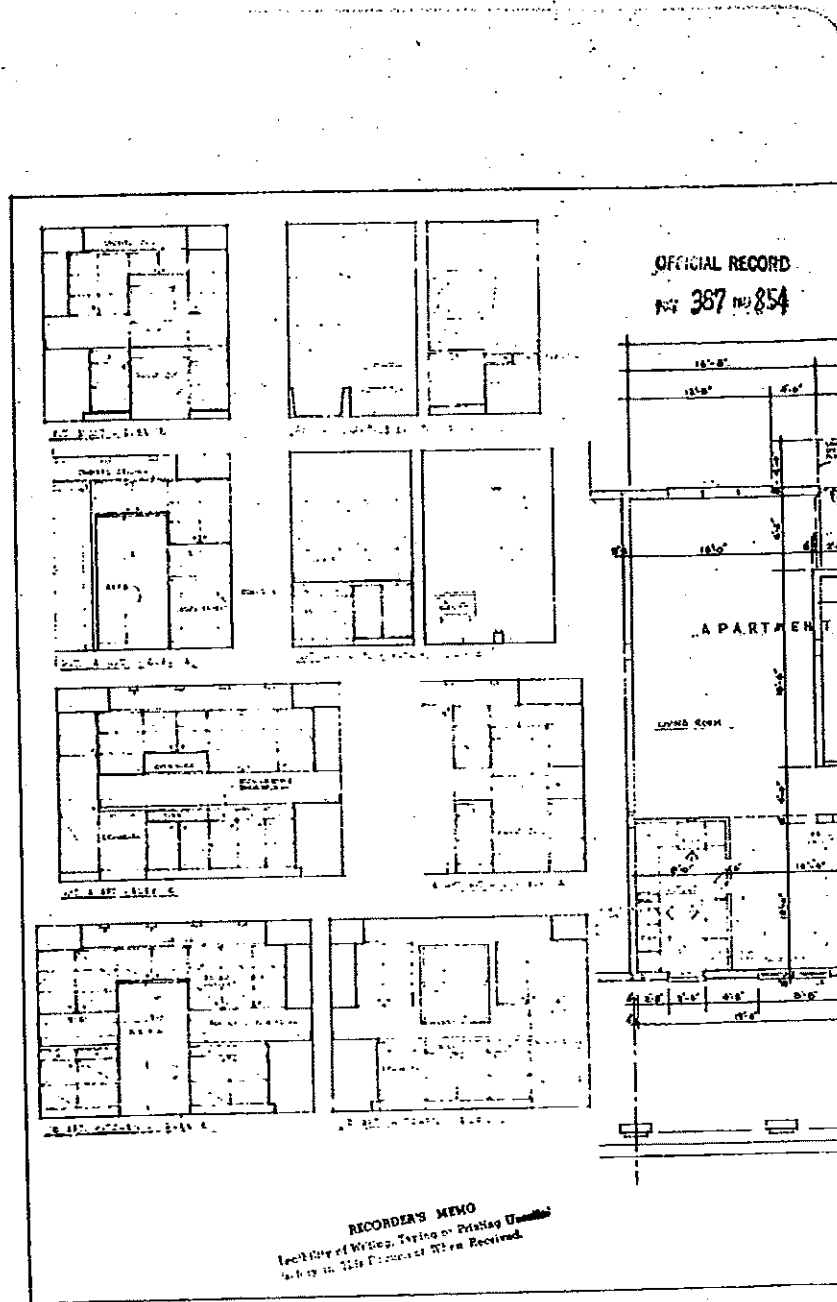


Exhibit - N page 1

Floor plan of a two-story building, likely a residential structure, showing two main apartment units, 'A' and 'B', and common areas.

Overall Dimensions:

- Top horizontal dimensions: 32'-4", 12'-0", 15'-0", 16'-4", 21'-4", 15'-6"
- Left vertical dimensions: 4'-0", 6'-0", 3'-0", 2'-0", 8'-6", 15'-0"
- Right vertical dimensions: 12'-0", 15'-0", 12'-0", 15'-0", 12'-0", 15'-0"
- Bottom horizontal dimensions: 15'-6", 10'-0", 6'-0", 14'-6", 6'-0"

Apartment 'A' (Left Side):

- Bedroom: 12'-4" x 12'-4"
- Living Room: 12'-4" x 12'-4"
- Kitchen: 8'-0" x 8'-0"
- Bathroom: 5'-0" x 5'-0"
- Entry: 10'-0" x 10'-0"
- Hallway: 10'-0" x 10'-0"
- Closets: 10'-0" x 10'-0", 10'-0" x 10'-0"

Apartment 'B' (Right Side):

- Bedroom: 12'-0" x 12'-0"
- Living Room: 12'-0" x 12'-0"
- Kitchen: 10'-0" x 10'-0"
- Bathroom: 10'-0" x 10'-0"
- Entry: 10'-0" x 10'-0"
- Hallway: 10'-0" x 10'-0"
- Closets: 10'-0" x 10'-0", 10'-0" x 10'-0"

Common Areas:

- Central Hallway: 10'-0" x 10'-0"
- Stairs: 10'-0" x 10'-0"
- Reception Area: 10'-0" x 10'-0"
- Storage Room: 10'-0" x 10'-0"

Other Features:

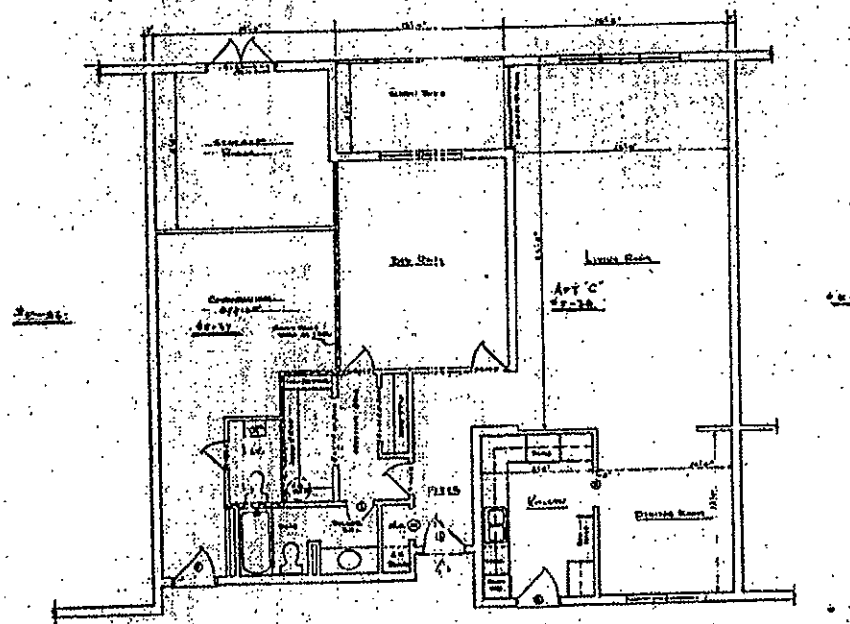
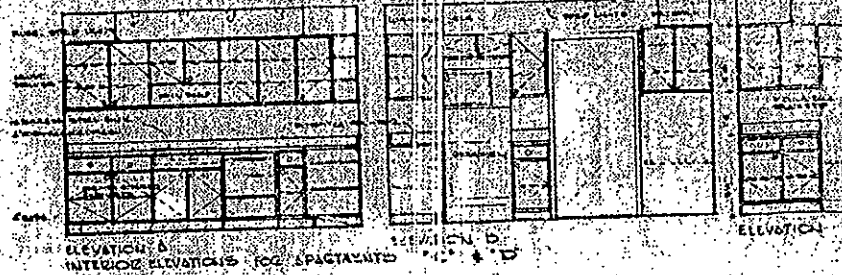
- Front Porch: 10'-0" x 10'-0"
- Back Porch: 10'-0" x 10'-0"
- Garage: 10'-0" x 10'-0"
- Driveway: 10'-0" x 10'-0"

EXHIBIT - N	
15 UNIT APARTMENT for	WILBERT S. STEPHENS SUSPECT POST OFFICE, 626
OCEAN BLVD., W.C.	
ROOM 2100 Bldg. 2	15 UNIT, 2100 - WILBERT S. STEPHENS

397 855

OFFICIAL RECORD

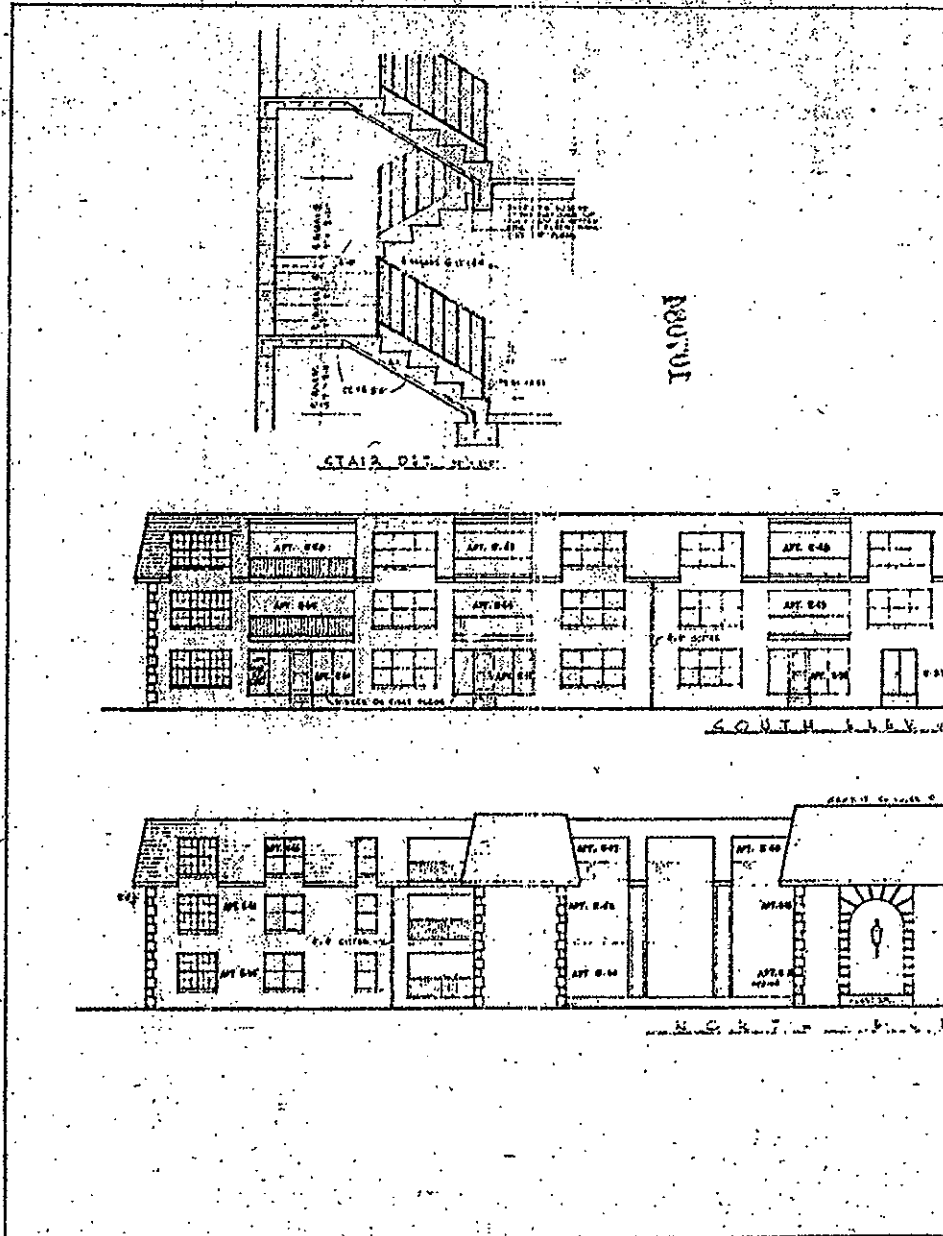
BOOK 404 PAGE 428

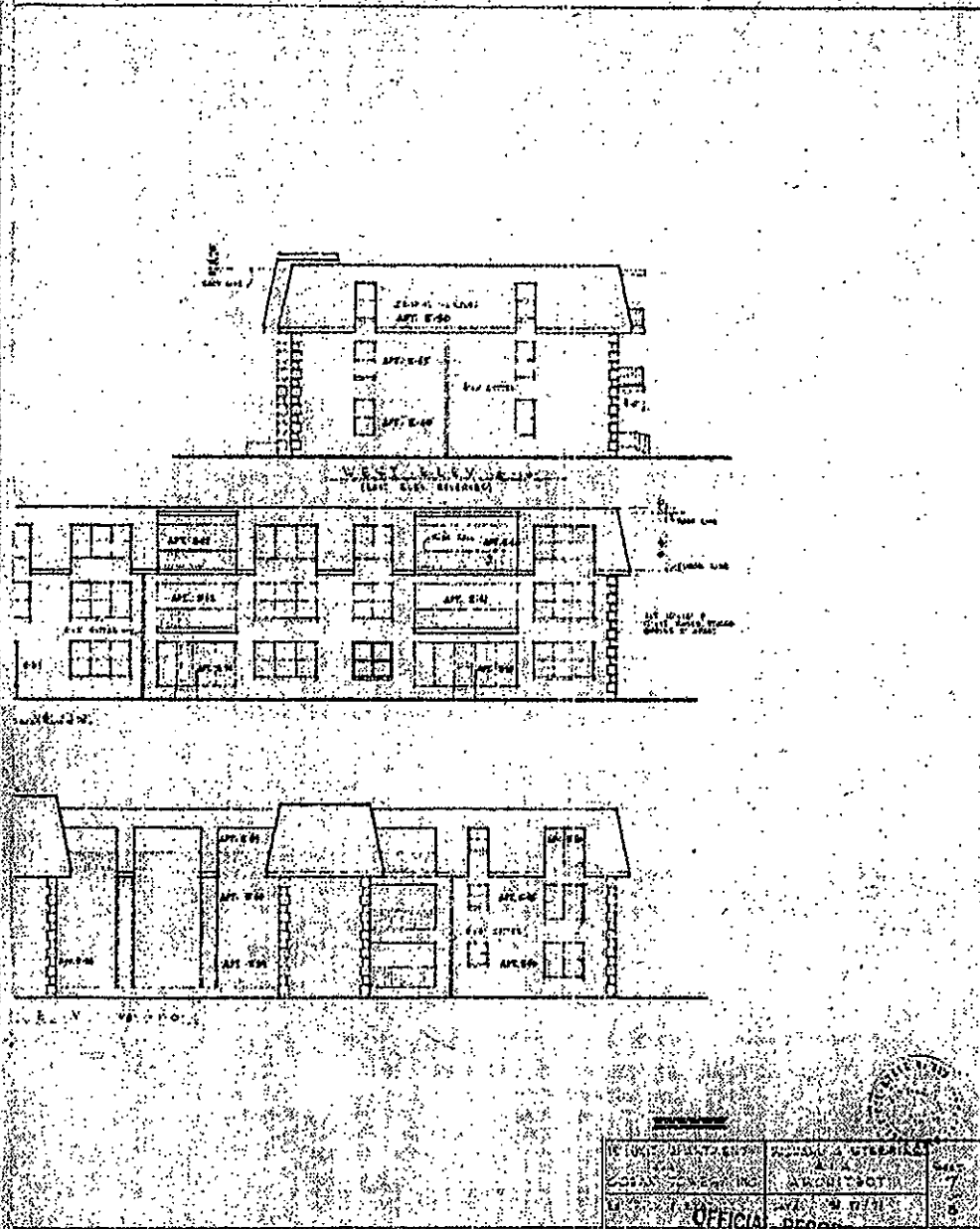


Notes: Construction of Grounding upper and lower levels, etc. and also the construction of the building, etc.

According to Plan - 10 for Grounding

OFFICIAL RECORDS 404-430





UNIT NO.	UNIT NO.	UNIT NO.
101	102	103
104	105	106
107	108	109
110	111	112
113	114	115
116	117	118
119	120	121
122	123	124
125	126	127
128	129	130
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200		

EXHIBIT J OFFICIAL RECORD 404 431