

This Instrument Prepared by and Return to:
Gregg M. Casalino, Esq.
3011 Cardinal Drive
Vero Beach, FL 32963
Courthouse Box #59

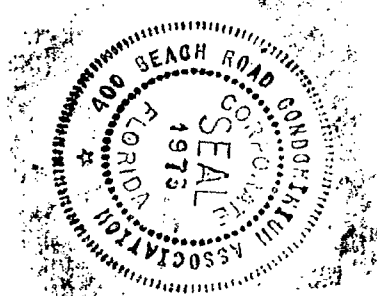
**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
400 BEACH ROAD, A CONDOMINIUM**

THE UNDERSIGNED, being the President and Secretary of 400 Beach Road Condominium Association, Inc., a Florida not-for profit corporation, hereby certify that at a duly called meeting of all unit owners of 400 Beach Road, a Condominium, held on the 1st day of October, 2014, in accordance with the requirements of Florida law, the Declaration of Condominium of 400 Beach Road, a Condominium, as originally recorded in Official Record Book 429, beginning at page 240, Public Records of Indian River County, Florida, and as subsequently amended, one hundred percent (100%) of the entire membership of the Association affirmatively voted to amend and restate the Declaration of Condominium as hereinafter set out.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to the Declaration of Condominium, this 30th day of OCTOBER, 2014.

**400 BEACH ROAD CONDOMINIUM
ASSOCIATION, INC.**

(CORPORATE SEAL)



By: [Signature]
Forbes McMullin, President

ATTEST:

By: [Signature]
Ernest Zima, Secretary

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Forbes McMullin and Ernest Zima, respectively the President and Secretary of 400 Beach Road Condominium Association, Inc., who have produced _____ as identification or 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 this 30th day of October, 2014.



BARBARA J. PELTIER
MY COMMISSION # EE 869077
EXPIRES: May 23, 2017
Bonded Thru Budget Notary Services

[Signature]
Print Name: BARBARA J PELTIER
Notary Public, State of Florida at Large
My Commission Expires: 5/23/17

**PREPARED BY AND AFTER
RECORDING RETURN TO:**
GREGG M. CASALINO, ESQUIRE
O'HAIRE, QUINN, CANDLER & CASALINO, CHARTERED
3111 Cardinal Drive
Vero Beach, Florida 32963

Note to Recorder:

This Amended and Restated Declaration of Condominium conveys the ground lease from the Association to its members. There has been no exchange of consideration, and the percentages of ownership remain the same for each Owner. Accordingly, only minimum documentary stamp taxes are being paid on the transfer.

**SUBSTANTIAL REWORDING OF DECLARATION.
SEE DECLARATION RECORDED AT OFFICIAL RECORDS
BOOK 452, PAGE 276, PUBLIC RECORDS OF INDIAN RIVER
COUNTY, FLORIDA FOR ORIGINAL TEXT**

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
400 BEACH ROAD, A CONDOMINIUM**

400 BEACH ROAD, A CONDOMINIUM

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
400 BEACH ROAD, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium of 400 BEACH ROAD, A CONDOMINIUM, was recorded on February 16, 1973, at Official Records Book 429, Page 240, Public Records of Indian River County, Florida; and

WHEREAS, there have been the following amendments to the Declaration as reflected by instruments recorded in the public records at:

Book 452, page 276, re-recorded at Book 453, Page 708, and Book 454, Page 810, all on November 19, 1973;
Book 1317, Page 89, on February 9, 2000;
Book 2510 Page 334, on July 6, 2011; and

WHEREAS, the lands submitted to the condominium form of ownership were subject to a ninety-nine year lease, and on June 10, 1997, the Lessor conveyed all of her right, title and interest in the subject lands to 400 Beach Road Condominium Association, Inc. pursuant to a Warranty Deed and Assignment of Lease, recorded at Book 1156, Page 2580, and 1156, page 2578, respectively, both of the Public Records of Indian River County, Florida; and

WHEREAS, all of the institutional mortgagees holding mortgages on the Units have consented in writing to the amendments, which consents are attached hereto as exhibits, or waived their right to object after receiving prior written notice pursuant to Section 718.110(11), Florida Statutes; and

WHEREAS, the entire membership of the Board of Directors voted to approve the amendments at a board meeting on May 19, 2014, and otherwise voted to integrate all of these provisions into a single instrument; and

WHEREAS, it is the desire of the Association to convey and the Unit Owners to receive fee simple title to their respective Units, to operate with modernized documents free of internal conflicts and references to the original developer of the Condominium and other obsolete references, and to integrate all of the provisions of the original Declaration, together with previously recorded amendments and recently adopted amendments.

NOW THEREFORE, 400 BEACH ROAD CONDOMINIUM ASSOCIATION, INC., hereby amends the Declaration of Condominium by striking it and all exhibits and amendments thereto in their entirety and substituting in their place the Amended and Restated Declaration attached hereto, which shall be covenants running with the condominium lands and property and binding on all existing and future Owners and all others having an interest in the condominium lands or occupying or using the Condominium Property. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "B" hereto under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes, as amended from time to time.

1. Statement of Condominium Declaration. The Unit Owners and Members of 400 Beach Road Condominium Association, Inc., a Florida corporation whose address is 400 Beach Road, Indian River Shores, Florida 32963, hereby submit the property described in Exhibit "B" hereto and as described above to condominium ownership in accordance with Florida Statutes. **Upon recording this Amended and Restated Declaration of Condominium, ownership in fee simple of each Unit shall automatically vest in the Owner holding the leasehold interest in the same Unit immediately prior to recording, and the Association does hereby remise, release and quitclaim its fee simple interest in each Unit to the Owner thereof.**

2. Condominium Name and Address. The name by which this condominium is to be identified is 400 BEACH ROAD, A CONDOMINIUM (hereinafter referred to as the "Condominium"), and its address is 400 Beach Road, Indian River Shores, Florida 32963.

3. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws, shall be defined in accordance with the provisions of Chapters 617 and 718, Florida Statutes, and as follows unless the context otherwise requires:

a. Act or Condominium Act means that Condominium Act, (Chapter 718 of the Florida Statutes) as it now exists and as may be amended from time to time, including the definitions therein contained.

b. Articles means Articles of Incorporation as attached hereto as Exhibit "C" as amended from time to time.

c. Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against the Unit.

d. Association means 400 Beach Road Condominium Association, Inc., and its successors.

e. Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

f. Board of Directors or Board or Directors means the representative body which is responsible for administration of the Association.

g. Buildings and Improvements means the structures and improvements on the Properties.

h. Bylaws means the Bylaws of Association, attached hereto as Exhibit "D", as amended from time to time.

i. Common Property or Common Elements means the portions of the condominium property not included in the Units, and shall include:

(1) All of those items stated in the Condominium Act;

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

j. Common Expenses means all expenses properly incurred by Association in the performance of its duties.

k. Common Surplus means the amount of all receipts or revenues, including Assessments, rents, or profits, collected by Association which exceed Common Expenses.

l. Condominium Documents means this Declaration and the attached exhibits setting forth the nature of property rights in this Condominium and the covenants running with the land that govern these rights. All the other Condominium Documents will be subject to the provisions of the Declaration. The order of priority of the documents shall be as follows: (1) Declaration; (2) Articles of Incorporation; (3) By-Laws; and (4) Rules and Regulations.

m. Condominium Parcel means a Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

n. Condominium Property means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

o. County means the County of Indian River, State of Florida.

p. Declaration of Condominium or Declaration means this instrument, as it may be amended from time to time.

q. Family or Single Family shall refer to any one of the following:

(1) One natural person, his or her spouse, if any, and their custodial children, if any.

(2) Not more than two natural persons not meeting the requirement of (1) above, but who customarily reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

r. Fixtures means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become an accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

s. Guest means any person who is not a member of the family which occupies a Unit, and who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted Occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or tenant in connection with any such occupancy of the Unit.

t. Institutional Mortgagee means the mortgagee or its assignee of a first mortgage on a Condominium Parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or

profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, or any agency of the United States of America. The term also refers to any holder of a first mortgage against a Condominium Parcel, which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

u. Lease means the grant by an Owner of a temporary right of use of the Owner's Unit for good and valuable consideration.

v. Limited Common Property or Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration, and includes that portion of the Common Property consisting of separate and designated parking spaces identified in Exhibit B attached hereto, as to each of which said parking spaces a right of exclusive use may be reserved as an appurtenance to a particular Unit, as hereinafter described.

w. Member means a record Owner of a Unit.

x. Occupant is a person who is physically present in a Unit for two (2) of more consecutive days, including staying overnight. A "permanent Occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

y. Primary Occupant means a natural person approved for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee, corporation or other entity which is not a natural person.

z. Properties means the Condominium Property (Units, Common Elements, and Limited Common Elements) and Association Property.

aa. Rules and Regulations means those Rules and Regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, subject to any limits set forth in this Declaration.

bb. Transfer means any Lease, Lease renewal, or change in occupancy of a Unit as described in Sections 27 and 28 below.

cc. Unit means a part of the condominium property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in the Declaration, and refers to the one hundred five (105) separate and numbered dwelling Units, as said Units are defined in the Condominium Act, which are designated in Exhibit B to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated or unfinished inner surfaces of the ceilings of each Unit, and further excluding all spaces and improvements lying beneath the undecorated or unfinished inner surfaces of all interior bearing walls or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to Apartments and Common Property; but including exterior doors and windows appurtenant to each presented by heavy solid lines and designated as "floor plans" on Exhibit pages B-5 - B-37 of Exhibit B attached hereto, while the upper

and lower boundaries designated as "elevations" on page B-38 of Exhibit B attached hereto and made a part hereof.

ee. Unit Owner or Owner has the same meaning as the term "Unit Owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to Units, in cases where a primary occupant has been designated for a Unit because of its ownership, the word "Owner" refers to the Primary Occupant and not the record Owner.

ff. Utility means and refers to a public or private utility.

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

hh. Voting Interest means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. The voting interest of each Unit is set forth in Exhibit A.

4. Survey and Description of Condominium Property and Improvements.

a. Attached hereto and expressly made a part hereof as Exhibit B consisting of thirty eight (38) pages (**numbered B-1 through B-38**) is a survey of the land and graphic description of the improvements constituting the Condominium, identifying the Units, the Common Elements and the Limited Common Elements and their respective locations and dimensions. Each Unit is identified by specific number on said Exhibit B, and no Unit bears the same designation as any other Unit. Similarly, each parking space constituting Limited Common Property is identified by specific number on said Exhibit B and no parking space constituting a part of said Limited Common Property bears the same designation as any other parking space.

5. Administration of the Condominium by Association.

To efficiently and effectively provide for the administration of the Condominium by the Owners, a non-profit Florida corporation, known and designated as 400 Beach Road Condominium Association, Inc., has been organized, and said Corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration, the Articles of Incorporation, and By-Laws. A true copy of the Articles of Incorporation and By-Laws are attached hereto and expressly made a part hereof as Exhibits C and D, respectively. Each Owner shall automatically become members of Association upon acquisition of an ownership interest in or title to any Unit and its appurtenant undivided interest in Common Property and Limited Common Property, and upon recording evidence of such ownership interest in the public records of Indian River County, and the membership of such Owner or Owners shall terminate automatically upon such Owner or Owners being divested of such ownership interest in or title to such Unit, regardless of the means by which such ownership may be divested. No person, firm or corporation, holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in Association, or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units, Common Property and Limited Common Property, as the Board of Directors may deem to be in the best interests of the Condominium.

On all matters on which the membership is entitled to vote, there shall be only one (1) vote for each Unit, which vote may be exercised by the Owner or Owners in the manner provided in the By-Laws, and which vote shall be subject to any limitations or restrictions provided in the By-Laws or this Declaration. Should any member own more than one Unit, such member shall be entitled to exercise as many votes as he or she owns Units.

6. Perpetual Non-Exclusive Easement in Common Property. The Common Property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all Owners for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of such Owners. Notwithstanding anything above provided in this paragraph, Association shall have the right to establish the Rules and Regulations pursuant to which the Owner or Owners may be entitled to the exclusive use of any parking space or spaces (other than those parking spaces comprising Limited Common Property).

7. Easement for Air Space. Each Owner has an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

8. Easement for Unintentional and Non-Negligent Encroachments. In the event that any Unit shall encroach upon any Common Property for any reason not caused by the purposeful or negligent act of the Owner or Owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the Common Property for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any Unit, an easement shall exist for the continuance of such encroachment of the Common Property into any Unit for so long as such encroachment shall naturally exist.

9. Easement for Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Property as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Property as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Owners and those claiming by, through or under the Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

10. Ownership of Units and Appurtenant Share in Common Elements, Common Surplus and Common Expense. Each Unit shall be conveyed and treated as an individual property capable of independent use and ownership, and the Owner or Owners shall own, as an appurtenance to the ownership of each Unit, an undivided share, according to the schedule set forth for each Unit in Exhibit A, of all Common Property and Common Surplus of the Condominium, and shall be liable for and obligated to pay a share of the Common Expenses to Association, as hereinafter provided, in the same proportion as each Owner's share of the ownership of the Common Elements, as set forth in Exhibit A.

11. Restraint upon Separation and Partition of Common Property. Recognizing that the proper use of a Unit by any Owner or Owners is dependent upon the use and enjoyment of the Common Property in common with all other Owners and that it is in the interest of all Owners that

the ownership of the Common Property be retained in common by the Owners, it is declared that the undivided interest in the Common Property appurtenant to each Unit shall remain undivided and no Owner shall bring or have any right to bring any action for partition or division.

12. Restriction Against Further Subdividing of Units and Separate Conveyance of Appurtenant Common Property, etc. No Unit may be divided or subdivided into a smaller Unit or smaller Units than as shown on Exhibit B hereto, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit, without the prior written consent of the Board of Directors, as herein below provided. The undivided interest in the Common Property declared to be an appurtenance to such Unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from such Unit, and the undivided interest in Common Property appurtenant to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Unit. Any conveyance, mortgage or other instrument which purports to affect the interest or lien in, to or upon, a Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit and its appurtenant undivided interest in Common Property, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit which describes the Unit by the Unit number assigned thereto in Exhibit B without limitation or exception, shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in the Common Property. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in Common Property by more than one (1) person or entity as tenants in common, joint tenants or as tenants by the entirety.

13. 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, and the mere acquisition or rental of a Unit, or the mere act of occupancy of a Unit, shall signify that the provisions of this Declaration are accepted and ratified in all respects.

14. Assessments: Liability, Lien and Enforcement. Association is given the authority to administer the operation and management of the Condominium, it being recognized that the delegation of such duties to one entity is in the best interests of the Owners. To properly administer the operation and management of the Condominium, Association will incur, for the mutual benefit of all Owners, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as Common Expenses. To provide the funds necessary for such proper operations and management, Association has heretofore been granted the right to make, levy and collect assessments against all Owners and Units. In furtherance of Association's authority to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon all Owners, to wit:

a. The Board of Directors shall establish an annual budget in advance of each fiscal year to project and determine the amount of the Common Expenses for the proper operation, management and maintenance of the Condominium, and to allocate and assess such Common Expenses among the Owners according to the share that each is required to pay. In determining such Common Expenses, the Board of Directors may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected Common Expenses for the year. Each Owner shall be liable for the payment to Association for that proportion of the Common Expenses as determined in the budget, as each Unit shares in the Common Elements according to the schedule set forth in Exhibit A.

b. Special Assessments may be made by the Board of Directors from time to time to meet other needs or requirements of Association in the operation and management of the Condominium and to provide for emergencies, repair or replacements, and infrequently recurring items of maintenance, or to perform any other function or act authorized expressly or implied by this Declaration, the Articles of Incorporation or By-Laws.

c. All monies collected by Association shall be treated as the separate property of Association, and Association may apply such monies to the payment of any expense of operating and managing the Condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and By-Laws, and as the monies for any Assessment are paid unto Association by an Owner the same may be co-mingled with the monies paid to Association by other Owners. Although all funds and other assets of Association, and increments thereto or profits derived therefrom, or from the leasing or use of Common Property, shall be held for the benefit of the members of Association, no member of Association shall have the right to assign, hypothecate, pledge or in any manner transfer his or her membership interest therein, except as an appurtenance to his or her Unit. When an Owner shall cease to be a member of Association by reason of the divestment of his or her ownership of such Unit, by whatever means, Association shall not be required to account to such Owner for any share of the funds or assets of Association, of which may have been paid to Association by such Owner, as all monies which any Owner has paid to Association constitute an asset of Association which may be used in the operation and management of the Condominium.

d. The liability of any assessment or portion thereof may not be avoided by an Owner or waived by reason of such Owner's waiver of the use and enjoyment of any of the Common Property of the Condominium or by his or her abandonment of his or her Unit.

e. An Assessment or installment thereon not paid within ten (10) days from the date upon which it is due shall be deemed delinquent and shall bear interest thereon at the rate of ten percent (10%) per annum from its due date, and shall remain delinquent until fully paid, together with accrued interest. If such delinquency is not made good within sixty (60) days from the date the same occurred, the balance of the annual Assessment remaining unpaid shall become immediately due and payable, and Association may proceed to collect the same in any manner provided by law, including, without limitation, the foreclosure of its lien as provided in the Condominium Act.

f. Association shall have a lien against each Unit for any unpaid Assessments and the interest hereinabove provided, and the provisions of Section 718.116 of the Condominium Act, where the same are not in conflict with other provisions of this section are incorporated herein by reference and made a part hereof. The liens may be recorded among the public records of Indian River County, Florida, by filing a claim therein which states the legal description of the Unit and the amount claimed to be due, and the lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing the lien, have been paid. Claims of lien may be signed and verified by an officer of Association, or by a managing agent of Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his or her expense.

g. The lien provided for in Section 718.116(5) of the Condominium Act shall also secure reasonable attorney's fees and costs incurred by Association incident to the collection of Assessments or enforcement of the lien therefor, as well as any sums expended by Association to protect the security of its lien.

h. A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, in no event shall the mortgagee be liable for more than the amount required by Section 718.116, Florida Statutes, as amended, which presently is twelve months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. This mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of the Unit without Association's approval.

i. The failure of Association to send a notice to the mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of the notice nor affect the validity thereof and shall not be the basis for liability on the part of Association.

j. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and other charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

k. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

15. Maintenance and Repair of Common Property and Limited Common Property by Association. Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property and Limited Common Property, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and the Limited Common Property, and should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement on, of, or at any Common Property, Association shall, at its expense, repair such incidental damage.

16. Insurance Coverage, Use and Distribution of Proceeds, Repair or Reconstruction After Casualty. To adequately protect Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provision

a. Authority to Purchase; Named Insured. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect Association, Association property, Common Elements, and the Condominium Property required to be insured by Association under Section 718.111(11), Florida Statutes, and obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be Association and the Owners without naming them, and their mortgagees, as their interests shall appear. Adequate insurance coverage by Association shall be for "replacement cost," as determined at least every 36 months, and may include reasonable deductibles as determined by the Board. Association separately, or as a group of associations, may self-insure against claims against Association, Association property, and the Condominium Property required to be insured by Association, in compliance with Sections 624.460 --

624.488 and 718.111(11)(a)1, Florida Statutes. A copy of each policy of insurance in effect shall be made available for inspection by Owners at reasonable times.

Each Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage, and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that the Owner bears financial responsibility for any damage to the Owner's property, or liability to others, that would otherwise be covered by insurance. Every hazard insurance policy issued or renewed to an individual Owner must provide that the coverage afforded by the policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an Owner providing coverage must be without rights of subrogation against the Association that operates the Condominium in which the Owner's Unit is located. All real or personal property located within the boundaries of the Owner's Unit and Limited Common Elements that is excluded from the coverage to be provided by Association as set forth above must be insured by the Owner, including all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a unit and serve only one unit.

b. Coverage

(1) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

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

(b) 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.

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

(3) Workmen's Compensation insurance to meet the requirements of law.

(4) Such other insurance as the Board of Directors shall determine from time to time to be desirable.

c. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense attributable to the Condominium.

d. Insurance Trustee; Share of Proceeds. All insurance policies purchased by Association shall be for the benefit of Association, Owners and their mortgagees as their interests

may appear, and shall provide that all proceeds covering property losses shall be paid to a bank in Florida with trust powers as may be designated by the Board of Directors, said trustee being referred to herein as the Insurance Trustee; provided, however, that the selection of Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of Insurance Trustee:

(1) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to his or her Unit.

(2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner, said cost to be determined by Association.

(b) When the Building is not to be restored: Each Owner shall receive an undivided share in that portion of the insurance proceeds, the undivided share attributable to each Owner being the same as the undivided share in the Common Elements appurtenant to his or her Unit.

(3) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Owners shall be held in trust for the mortgagee and the Owner shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(a) Its mortgage is not in good standing and is in default.

(b) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

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

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

(2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the Owners, remittances to

Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(3) If it is determined by 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 Owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

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

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

17. Reconstruction or Repair After Casualty.

a. 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:

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

(2) (a) Lesser Damage. If the damaged improvement is the Condominium building and if Units to which fifty (50%) percent of the Common Property is appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major Damage. Subject to the provisions of paragraph (1) above, if the damaged improvement is the Condominium building, and if Units to which more than fifty (50%) percent of the Common Property is appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the Owners of Units to which eighty (80%) percent of the Common Elements are appurtenant agree in writing to such reconstruction or repair.

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

b. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, in lieu thereof, according to plans and specifications approved by the Board of Directors, and if the damaged property is in the Unit building, by the Owners of Units to which eighty (80%) percent of the Common Elements are appurtenant, including the Owners of all damaged Units, together with the approval of the

institutional mortgagees holding first mortgages upon all damaged Units, which approvals shall not be unreasonably withheld.

c. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of an Owner, such 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 Association.

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

e. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by 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 Owners of damaged Units, and against all Owners in the case of damage to Common Elements, in sufficient amount to provide funds for the payment of such costs. Such Assessments against Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the Owners' obligation for Common Expenses.

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

(1) Association. If the total of Assessments made by Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of Association is greater than Ten Thousand (\$10,000.00) Dollars, the sums paid upon such Assessments shall be deposited by Association with Insurance Trustee. In all other cases Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sum deposited with Insurance Trustee by Association from collections of Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order.

(a) Association - Lesser damage. If the amount of the estimated cost of reconstruction and repair that is Association's responsibility is less than Ten Thousand (\$10,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of Association; provided, however, that, upon request to Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Association - Major damage. If the amount of the estimated cost of reconstruction and repair that is Association's responsibility is greater than Ten Thousand

(\$10,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors.

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

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

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

18. Personal Liability and Risk of Loss of Unit Owner and Separate Insurance Coverage, Etc. Each Owner may, at his or her own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such Owner, and may, at his or her own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Property or Limited Common Property. All such insurance obtained by such Owner shall, whenever such provision shall be available, provide that the insurer waives its right of subrogation as to any respective servants, agents or guests of said other Owners and Association, and such other insurance coverage shall be obtained from the insurance company from which Association obtains coverage. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried on the person of each Owner, or which may be stored in any Unit, or in, to or upon Common Property or Limited Common Property, shall be borne by each Owner. All personal property and furnishings or Fixtures constituting a portion of the Common Property and held for the joint use and benefit of all Owners shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided. No Owner shall have any personal liability for any damages caused by Association or in connection with the use of the Common Property or Limited Common Property. An Owner shall be liable for injuries or damages resulting from an accident in his or her own Unit, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

19. Right of Association to Alter and Improve Property and Assessment Therefor. Association shall have the right to make and cause to be made such alterations or improvements to the Common Property as do not prejudice the rights of any Owner in the use and enjoyment of his or her Unit, unless such Owner's written consent has been obtained, provided the making of such alterations and improvements are approved by the Board of Directors, and the cost of such alterations or improvements shall be assessed as Common Expenses to be assessed and collected from all Owners. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the Owner or Owners of a Unit or Units exclusively or substantially exclusively benefited, the Assessment shall be levied in such proportion as may be determined by the Board of Directors. The cost of such alterations or improvements shall not be assessed against an institutional lender acquiring its title as the result of owning a mortgage upon the Unit owned, unless such Owner shall approve the alterations or improvements, regardless of whether title was acquired by foreclosure or deed in lieu thereof.

20. Maintenance and Repair by Unit Owners. Every Owner must perform promptly all maintenance and repair work within his or her Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liability which his or her failure to do so may engender. Each Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any Fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his or her Unit and which may now or hereafter be situated in his or her Unit. Such Owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, windows, painting, decorating and furnishings, and all other accessories which such Owner may desire to place or maintain in his or her Unit. Wherever the maintenance, repair and replacement of any items for which the Owner is obligated to maintain, repair or replace at his or her own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association, shall be used for the purpose of making such maintenance, repair or replacement, except that such Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of a balcony or lanai attached to or abutting a Unit, or a terrace or loggia appurtenant to a Unit, are Limited Common Elements to be maintained by such Owner, at his or her expense; provided that an Owner shall not build or otherwise decorate or change in any manner the appearance of any portion of the exterior of the Condominium building.

21. Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property, or to go upon any Limited Common Property for such purpose, each Owner shall permit other Owners or their representatives, or Association's duly constituted and authorized agent, to enter such Unit, or to go upon the Limited Common Property constituting an appurtenance to any such Unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

22. Right of Entry into Units in Emergencies. In case of any emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board or Directors, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any

such emergency, each Owner, if required by Association, shall deposit under the control of Association a key to such Unit.

23. Limitation Upon Right of Owners to Alter and Modify Units. No Owner shall permit there to be made any structural modifications or alterations in such Unit without first obtaining Association's written consent, which may be withheld in the event that a majority of the Board of Directors determines, in their discretion, that such structural modifications or alterations would affect or in any manner endanger the Condominium building in part or in its entirety. If the modification or alteration desired by an Owner involves the removal of any permanent interior partition, Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of Utility Services constituting Common Property located therein. No Owner shall cause any improvements or changes to be made on the exterior of the Condominium building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium building, or in any manner change the appearance of any portion of the building not within the walls of such Unit, without first obtaining Association's written consent. No Owner will cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the Condominium building and no Owner will in any way change or alter the appearance of any portion of the exterior of the Condominium building or any surface of an interior building wall facing Common Elements without the prior written consent of the Board of Directors. No clothes' lines or similar devices, and no signs of any type, will be allowed on any part of the Condominium building without the prior written consent of the Board of Directors.

24. Residential Use Restriction, Use of Common Property and Limited Common Property Subject to Rules of Association. Each Unit is hereby restricted to single family, private residential use and the use of Common Property by all Owners, and all other parties authorized to use the same, and the use of Limited Common Property by the Owners entitled to use the same, shall be at all times subject to such reasonable Rules and Regulations as may be prescribed and established by Association.

Subject to Association's approval as elsewhere required, Units may be rented or leased, provided, however, any leasing or other occupancy of a Unit shall be in all events subject to all of the provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations pertaining to use and occupancy, and all of the same shall be applicable and enforceable against any person occupying a Unit to the same extent as against an Owner, and a covenant upon the part of each such tenant or occupant to abide by Association's Rules and Regulations, and the terms and provisions of this Declaration, Articles of Incorporation and By-Laws, and designating Association as the Owner's agent for the purpose of and with the authority to terminate any such rental or Lease agreement in the event of violations of any such covenant by the tenant shall be an essential element of any such Lease or occupancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

25. The Condominium to be Used for Lawful Purposes, Restriction Against Nuisances, Etc. No immoral, improper, offensive or unlawful use shall be made of any Unit, Common Property or Limited Common Property, not any part thereof, and all Rules and Regulations, all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction shall permit or suffer anything to be done or kept in his or her Unit, Common Property or Limited Common Property, which will increase the rate of insurance on the Condominium or which will obstruct or interfere with the rights of other occupants of the Condominium building or annoy them by unreasonable noises, nor shall any Owner undertake any use or practice which shall create and constitute a nuisance as to

any other Owner, or which interferes with the peaceful possession and proper use of any other Unit, Common Property or Limited Common Property.

26. Limited Common Property: Limitation of Separate Transfer Once Assigned, and Exception for Transfer to Association. Where particular parking spaces in the Limited Common Property were assigned to particular Units, which assignments were made by instrument in writing executed with the formalities of a deed, and recorded in the public records of Indian River County, Florida, and which assignments were made by separate instrument or by inclusion in any instrument of conveyance of an Unit, such Owner shall have the exclusive right to the use thereof without separate charge therefor by Association, although nothing herein contained shall be construed as relieving such Owner from any portion of any Assessment for Common Expenses made against his or her Unit, as hereinabove provided, it being the intention hereof that the cost of maintenance and administration of Limited Common Property shall be included as a part of the Common Expense applicable to all Units for purposes of the Assessment. Upon such assignment, the exclusive right of the Owner of the Unit to which such assignment is made shall become an appurtenance to said Unit and shall be encumbered by and subject to any mortgage then or thereafter encumbering said Unit, and upon the conveyance of or passing of title to the Unit to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Unit. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Unit to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to Association, provided that as a condition precedent to the conveyance, assignment or transfer to Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Association from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever Association shall become the owner of the exclusive right to use any parking space constituting Limited Common Property, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter assigned by Association to any Unit with the same force and effect as if originally assigned thereto by the original developer of the Condominium. However, while Association shall be the owner of the exclusive right to use any parking space constituting Limited Common Property, the same shall be treated by Association just as though said parking space constituted a part of the Common Property instead of the Limited Common Property.

27. Sales and Leasing of Units, Right of First Refusal in Association, Exceptions.

a. With the exception of transfer of ownership of any Unit by one co-tenant to another, should an Owner desire to sell or Lease his or her Unit, Association shall have and is hereby given and granted the right of first refusal to purchase or Lease such Unit as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such Owner may have received for the sale or Lease of his or her Unit. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or Lease, and, in the case of an offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten (10%) percent of the purchase price. Whenever an Owner has received a bona fide offer to purchase or Lease his or her Unit, such Owner shall notify the Board of Directors, in writing, of his or her desire to accept such offer, stating the name, address, business, occupation or employment of the offeror, an executed copy of the bona fide offer for such purchase or Lease to accompany the notice. Association's right of first refusal includes its right to designate another person or entity to take title to the Unit or to Lease the same in the event Association exercises its right of first refusal. If Association, upon the written approval of the Owners of Units to which at least fifty-one (51) percent of the Common Elements are appurtenant, elects to exercise its option to

purchase or Lease (or cause the same to be purchased or leased by its designee), Association shall notify the Owner desiring to sell or Lease the exercise of its option, such notice to be in writing and posted by registered or certified mail to such Owner within thirty (30) days from Association's receipt of the Owner's notice. The notice by Association to Owner, in order to be effective, must be accompanied by a binding written offer on the part of Association, containing the same terms and conditions as the original offer to the Owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten (10%) percent of the purchase price. The Unit shall then be purchased or leased by Association, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any Owner has notified the Board of Directors of his or her desire to sell or Lease as hereinabove provided, such Owner shall be free to consummate such sale or Lease of his or her Unit unless Association, within sixty (60) days from receipt of the Owner's required notice, have notified such Owner of exercise of its right of first refusal. In such event, Owner shall not sell or Lease the Unit to any other than the party designated to the Board of Directors in the Owner's original notice required hereunder, nor for any lower purchase price or rental, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal upon such new terms.

b. Notwithstanding the provisions of paragraph 27(a), the Board of Directors may affirmatively approve and give consent to such proposed sale or Lease, and may do so without the approval of the members of Association, provided that a majority of the Board of Directors concur and evidence such concurrence in writing in the form of a certificate executed by the President and Secretary of Association with the formalities of a deed so that the same shall be entitled to recordation in the public records of Indian River County, Florida, delivered to the Owner desiring to sell or Lease his or her Unit.

c. Any purported sale or Lease of a Unit where the Owner has failed to comply with the foregoing provisions of paragraph 27 shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale or Lease transaction, such consummation to be evidenced by occupancy of the Unit or by the recordation of a deed of conveyance thereto; and provided, further, that Association commence an action within such ninety (90) day period to have the same declared void.

d. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of a Unit shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of paragraph 27, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

e. Any purchaser of a Unit whose prospective seller has been in title for at least ninety (90) days preceding such purchase shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of paragraph 27 in selling such Unit to such purchaser. After ninety (90) days following the consummation of any transaction involving the sale of a Unit in the Condominium, which consummation shall be evidenced by the recordation of a deed conveying the title to such Unit, no action whatsoever may be brought by Association to void such transaction by reason of noncompliance with paragraph 27.

f. Any Lease approved by the Board of Directors shall provide that it may not be extended or assigned without the approval of the Board of Directors, and the lessee may not sublet without such approval. Any lessee occupying a Unit under an approved Lease shall be fully subject to the terms of this Declaration, the By-Laws and Association's Rules and Regulations, and such

Lease shall be subject to cancellation if the lessee fails to comply with the Rules and Regulations which may be established by Association.

g. Association's right of first refusal shall not apply or be operative to any foreclosure or other judicial sale of a Unit, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to Association's right of first refusal relative to the sale or Lease of a Unit.

h. All of the terms and provisions of paragraph 27 set forth hereinabove relative to Association's right of first refusal shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to a Unit by reason of foreclosure of its 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, Lease or otherwise dispose of such Unit as it may deem in its best interests, without first offering the same to the Board of Directors and without any restriction whatsoever.

28. Transfers Other than by Sale.

a. If any Owner shall acquire title by gift, the continuance of ownership of the Unit will be subject to the approval of the Board of Directors.

b. If any Owner shall acquire title by devise or inheritance, the continuance of ownership of the Unit will be subject to the approval of the Board of Directors.

c. If any Owner shall acquire title by any manner not considered in the foregoing subsections, the continuance of ownership of the Association will be subject to the approval of the Board of Directors.

d. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of title, together with such information concerning the Owner as the Board of Directors may reasonably require and a certified copy of the instrument evidencing the Owner's title. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors, at its election and without notice, may approve or disapprove the transaction or ownership. If the Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

e. If the Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the Owner of the notice and information required to be furnished, the Board of Directors, if it shall affirmatively disapprove such ownership, may deliver or mail by registered mail to the Owner an agreement to purchase the Unit concerned by a purchaser approved by it, who will purchase and to whom the Owner must sell the Unit under the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two (2) appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the Unit; 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. Arbitration expenses will be paid by the purchaser.

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

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

(4) A certificate approving the purchaser will be executed by Association's President and Secretary.

(5) If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by Association shall default in his or her agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved, and the Board of Directors shall furnish a certificate of approval as elsewhere provided.

f. Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying Association's expenses and provided for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. The amount of such fee shall be determined by the Board of Directors.

29. Association to Maintain Registry of Owners and Mortgagees. Association shall at all times maintain a register setting forth the names of all Owners, and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify Association in writing of his or her interest in such Unit together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his or her interest in any Unit. Further, such Owner shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Unit may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such party on any Unit, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

30. Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Association Documents may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. The use of technology in implementing the provisions of this Declaration dealing with notices, payments, signatures, votes, consents or approvals shall be governed by the By-Laws.

31. Purchase of Units by Association. Association shall have the power to purchase Units subject to the following provisions:

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

b. Limitation. If at any time Association shall be the Owner or agreed purchaser of five or more Units, it may not purchase any additional Units without the prior written approval of seventy-five (75) percent of the members eligible to vote. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of Association's lien for delinquent assessments where Association's bid does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the amount due Association, nor shall the limitation of this paragraph apply to Units to be acquired by Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

32. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Board of Directors.

33. Mortgages. No Owner may mortgage a Unit nor any interest in it without the approval of the Board of Directors, unless such mortgage be to an institutional lender to secure a portion of all of the purchase price. The approval of any other mortgage may be upon such conditions as may be determined by the Board of Directors, or may be arbitrarily withheld by the Board.

34. Apportionment of Tax or Special Assessment if Levied and Assessed Against the Condominium as a Whole. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium, as a whole, as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Property, as now provided by law, then such tax or special assessment so levied shall be paid as a Common Expense by Association, and any taxes or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of Association, or shall be separately levied and collected as an Assessment by Association against all Owners and Units if not included in the annual budget. The amount of any tax or special assessment paid or to be paid by Association in the event that such tax or special assessment is levied against the Condominium as a whole instead of against each separate Unit and its appurtenant undivided interest in Common Property shall be apportioned among all Owners so that the amount of tax or special assessment so paid or to be paid by Association and attributable to each Unit bears the same proportionate rate to the total undivided interest in Common Property appurtenant to all Units. In the event that any tax or special assessment shall be levied against the Condominium in its entirety, without apportionment by the taxing authority to the Units and appurtenant undivided interests in Common Property, then the Assessment by Association, which shall include the proportionate share of such tax or special assessment attributable to each Unit and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such Assessment attributable to tax or special assessment, and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant undivided interest in Common Property, regardless of the date of the attachment or recording of such mortgage or encumbrance to the same extent as though such tax or special assessment has been separately levied by the taxing authority upon each Unit and its appurtenant undivided interest in Common Property.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by Association and shall be included as a Common Expense in Association's annual budget.

35. Remedies in Event of Default. Each Owner shall be governed by and shall comply with the provisions of this Declaration, the Articles and By-laws, as any of the same are now constituted or as they may be amended from time to time. A default by any Owner shall entitle Association or other Owners to the following relief:

a. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws, of which may be adopted pursuant thereto, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association or, if appropriate, by an aggrieved Owner.

b. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of his or her family, or his or her 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 Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. An Owner will pay Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Owner.

c. In any proceeding arising because of an alleged default by any Owner, Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court, but in no event shall any Owner be entitled to such attorneys' fees.

d. The failure of Association or Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above referenced documents shall not constitute a waiver of the right of Association or Owner to enforce such right, provision, covenant or condition in the future.

e. All rights, remedies and privileges granted to Association or the Owners pursuant to any terms, provisions covenants or conditions of this Declaration or other above referenced documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

36. Declaration of Condominium Binding Upon Owners and Their Successors and Assigns. The restrictions and burdens imposed by the covenants of this Declaration are intended to and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Property, and this Declaration shall be binding upon all parties who become Owners, and their respective heirs, legal representatives, successors and assigns.

37. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform Plan of Condominium Ownership.

38. Written Agreements. Any approval of Owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to Sections 718.112(2)(d)4 and 617.0701, Florida Statutes.

39. Severability. In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

40. Amendment of Declaration of Condominium. Except for alteration in the percentage of ownership in Common Property appurtenant to each Unit, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereof, in which instances consent of all Owners and their respective mortgagees shall be required, and provided that no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee without the consent of all such mortgagees, this Declaration may be amended in the following manner:

An amendment or amendments to this Declaration may be proposed by the Board of Directors acting upon a vote of the majority of the Directors or by the members of Association owning a majority of the 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 the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a special meeting of the members of Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him or her 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 special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his or her post office address as it appears on Association's records, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning Units as to which at least seventy five percent (75%) of the Common Elements are appurtenant in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary of Association with the same formalities as a deed and shall be recorded in the public records of Indian River County, Florida, within ten (10) days from the date on which the same become effective, such amendment or amendments to specifically refer to the recording date identifying the Declaration. Thereafter, a copy of the amendment or amendments in the form in which the same are placed of record by the officers of Association shall be delivered to all Owners, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

41. Termination. Termination of the Condominium shall be carried out in accordance with Section 718.117, Florida Statutes.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed pursuant to due and proper authority as of the dates indicated.

Signed, sealed and delivered in the presence of:

400 BEACH ROAD
CONDOMINIUM ASSOCIATION, INC

Sharon M. DeLange
Print: Sharon M. DeLange

By: *Oliver C. Henkel, Jr.*
Print Name: OLIVER C. HENKEL, JR. as President

Richard Marguis
Print: Richard Marguis

Attest: *E. Zimo*
Print Name: E. Zimo, as Secretary

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me personally appeared Oliver C. Henkel, Jr. and Ernest Zimo, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named 400 Beach Road Condominium Association, Inc., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 4th day of February, 2015.

Sharon M. DeLange
Notary Public, State of Florida
My commission expires:



ASSOCIATION JOINDER AND CONSENT

400 Beach Road Condominium Association, Inc., a Florida corporation not for profit, whose address is c/o FirstService Residential, 3055 Cardinal Drive, Vero Beach, Florida 32963, as the owner in fee simple of the land comprising the condominium and the entity responsible for 400 Beach Road, a Condominium's operation pursuant to Chapters 617 and 718, Florida Statutes, does hereby consent to and join in the recording of the Amended and Restated Declaration of Condominium to which this instrument is attached, and agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of Amended and Restated Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, 400 Beach Road Condominium Association, Inc. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 5th day of November, 2014.

Witnesses:

400 Beach Road Condominium
Association, Inc.

Kiara McDonald
Witness Signature

By: [Signature]
Forbes McMullin, President

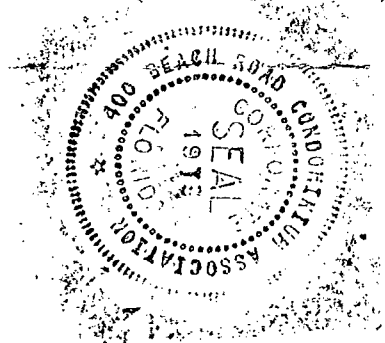
DONNA McDonald
Print Name

[Signature]
Witness Signature

Attest: [Signature]
Ernest Zima, Secretary

DONNA McDonald
Print Name

(CORPORATE SEAL)



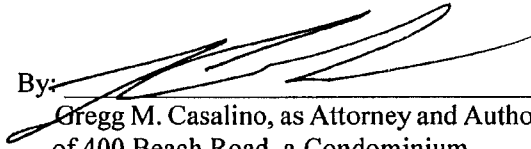
AFFIDAVIT OF NOTICE TO MORTGAGEES

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned authority, personally appeared Gregg M. Casalino, Esq., who after being duly sworn, deposes and says:

1. That he is the attorney and authorized agent of 400 Beach Road Condominium Association, Inc.
2. That on November 18, 2014, 400 Beach Road Condominium Association, Inc., pursuant to §718.110(11), Fla. Stat. (2014), provided notice of the Amended and Restated Declaration of Condominium for 400 Beach Road, a Condominium, to all mortgagees of record, via certified mail, return receipt requested, to all available addresses provided to the Association.
3. That, except for Marine Bank & Trust Company, no mortgagee responded within 60 days after the date of mailing the Amended and Restated Declaration of Condominium of 400 Beach Road, a Condominium.

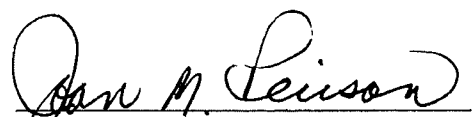
FURTHER AFFIANT SAYETH NOT.

By: 

 Gregg M. Casalino, as Attorney and Authorized Agent
 of 400 Beach Road, a Condominium

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 3 day of March, 2015, by Gregg M. Casalino, as Attorney and Authorized Agent of 400 BEACH ROAD CONDOMINIUM ASSOCIATION, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.



 Notary Public, State of Florida
 My commission expires:



JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT made and entered into this 18th day of November, 2014, by Marine Bank & Trust Company, whose address is 571 Beachland Boulevard, Vero Beach, FL 32963 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of:

1. That certain Mortgage and Security Agreement, dated June 21, 2013, and recorded in Official Records Book 2680, page 2184, of the Public Records of Indian River County, Florida, which encumbers the following described property:

UNITS 114, 115, 116, 155, 217, AND 218 AND UNIT 136 AND UNIT 239 OF 400 BEACH ROAD, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 429, PAGE(S) 240, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

OWNED BY: KVDB, LLC, a Florida limited liability company
2101 Indian River Boulevard, Suite 200
Vero Beach, FL 32960

WHEREAS, Mortgagee has agreed to consent to the Amended and Restated Declaration of Condominium for 400 Beach Road, A Condominium ("Amendment and Restatement"), to which this Consent is attached.

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the recordation of this Amendment and Restatement.
2. This Consent shall apply and be effective solely to the matters described in the Amendment and Restatement and nothing herein contained shall otherwise affect, alter or modify in any manner whatsoever the terms, conditions, lien, operation, effect and priority of the Mortgage as to the above described property.
3. This Joinder and Consent is made without any representation of warranty, expressed or implied by virtue of law, statute decisional or otherwise, as to the legality or validity of the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

Witnesses:

Karen S Clotier
Witness Signature

Karen S Clotier
Print Name

[Signature]
Witness Signature

Brian C Fowler
Print Name

Mortgagee

MARINE BANK & TRUST COMPANY

By: [Signature]
Print Name: Karen Williams
Its: Vice President

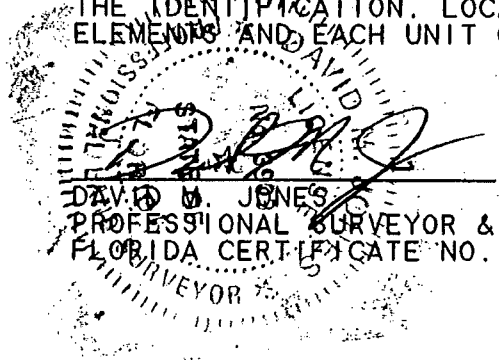
EACH UNIT'S APPURTENANT, UNDIVIDED SHARE OF OWNERSHIP OF THE
COMMON ELEMENTS AND COMMON SURPLUS OF THE CONDOMINIUM, AND
CORRESPONDING LIABILITY FOR ASSESSMENTS

<u>Unit No.</u>	<u>Percentage</u>	<u>Unit No.</u>	<u>Percentage</u>
101	0.83	201	0.87
102	0.83	202	0.87
110	0.83	203	0.87
111	0.83	204	0.90
112	0.83	205	0.90
114	0.83	206	0.90
115	0.70	207	0.90
116	0.70	208	0.90
117	0.72	209	0.90
118	0.72	210	0.90
119	0.90	211	0.87
120	0.90	212	0.87
121	0.90	214	0.87
122	0.90	215	0.73
123	0.90	216	0.73
124	0.90	217	0.74
125	0.90	218	0.74
126	1.02	219	0.97
127	1.05	220	0.97
128	1.05	221	0.97
129	1.05	222	0.97
130	1.02	223	0.97
131	1.02	224	0.97
132	1.08	225	0.97
133	1.08	226	1.02
134	1.08	227	1.05
135	1.08	228	1.05
136	1.08	229	1.05
137	1.08	230	1.02
138	1.08	231	1.02
139	1.08	232	1.08
140	1.08	233	1.08
141	1.02	234	1.08
142	1.02	235	1.08
143	1.05	236	1.08
144	1.05	237	1.08
145	1.05	238	1.08
146	1.02	239	1.08
147	0.97	240	1.08
148	0.97	241	1.02
149	0.97	242	1.02
150	0.97	243	1.05
151	0.97	244	1.05
152	0.97	245	1.05
153	0.97	246	1.02
154	0.74	247	1.00
155	0.74	248	1.00
156	0.77	249	1.00
157	0.77	250	1.00
		251	1.00
		252	1.00
		253	1.00
		254	0.90
		255	0.90
		256	0.87
		257	0.87
Total			100%

EXHIBIT A

SHEET
OF SHEETS

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREIN ARE SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.



DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3909

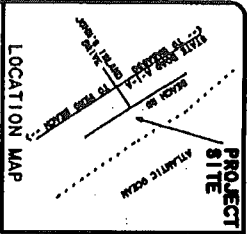
400 BEACH ROAD. A CONDOMINIUM

LEGEND
CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT

DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER
(772)567-9875 2266 CORTEZ AVENUE
(772)567-9172FAX VERO BEACH, FL 32960

LEGAL DESCRIPTION

The Southerly 523.68 feet of Tract 1, John's Island, Plat No. 3, according to the plat thereof filed in Plat Book 8, pages 33 and 33-A, public records of Indian River County, Florida, as measured perpendicularly to the South boundary of the said Tract 1.



LEGEND:

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- 75. S.I.C. - POINT OF BEGINNING
- 76. S.I.C. - POINT OF BEGINNING
- 77. S.I.C. - POINT OF BEGINNING
- 78. S.I.C. - POINT OF BEGINNING
- 79. S.I.C. - POINT OF BEGINNING
- 80. S.I.C. - POINT OF BEGINNING
- 81. S.I.C. - POINT OF BEGINNING
- 82. S.I.C. - POINT OF BEGINNING
- 83. S.I.C. - POINT OF BEGINNING
- 84. S.I.C. - POINT OF BEGINNING
- 85. S.I.C. - POINT OF BEGINNING
- 86. S.I.C. - POINT OF BEGINNING
- 87. S.I.C. - POINT OF BEGINNING
- 88. S.I.C. - POINT OF BEGINNING
- 89. S.I.C. - POINT OF BEGINNING
- 90. S.I.C. - POINT OF BEGINNING
- 91. S.I.C. - POINT OF BEGINNING
- 92. S.I.C. - POINT OF BEGINNING
- 93. S.I.C. - POINT OF BEGINNING
- 94. S.I.C. - POINT OF BEGINNING
- 95. S.I.C. - POINT OF BEGINNING
- 96. S.I.C. - POINT OF BEGINNING
- 97. S.I.C. - POINT OF BEGINNING
- 98. S.I.C. - POINT OF BEGINNING
- 99. S.I.C. - POINT OF BEGINNING
- 100. S.I.C. - POINT OF BEGINNING

GENERAL DESCRIPTION:

This boundary survey was conducted in accordance with the provisions of the Florida Statutes, Chapter 218, F.S., and the rules of the Florida Board of Professional Surveyors, Chapter 61G05, F.A.C., and the rules of the Florida Board of Professional Engineers, Chapter 61G07, F.A.C.

ACCURACY:

This survey was conducted in accordance with the provisions of the Florida Statutes, Chapter 218, F.S., and the rules of the Florida Board of Professional Surveyors, Chapter 61G05, F.A.C., and the rules of the Florida Board of Professional Engineers, Chapter 61G07, F.A.C.

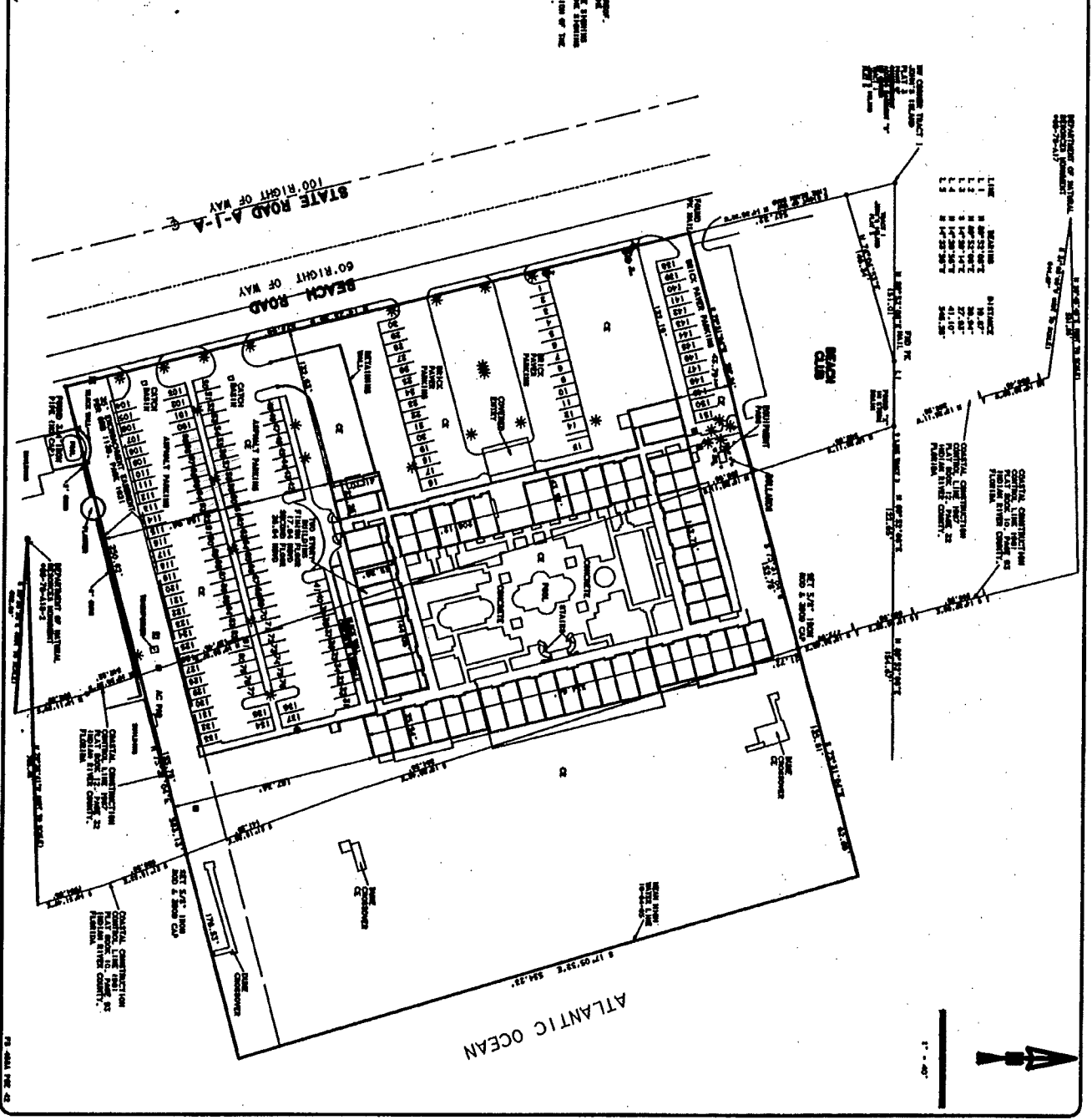
ADDITIONAL NOTES:

The survey was conducted in accordance with the provisions of the Florida Statutes, Chapter 218, F.S., and the rules of the Florida Board of Professional Surveyors, Chapter 61G05, F.A.C., and the rules of the Florida Board of Professional Engineers, Chapter 61G07, F.A.C.

DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER

2221 N.W. 17th Street, Suite 201
 Fort Lauderdale, FL 33311
 Phone: (954) 571-1111
 Fax: (954) 571-1112

OFFICIAL LAND SURVEYOR

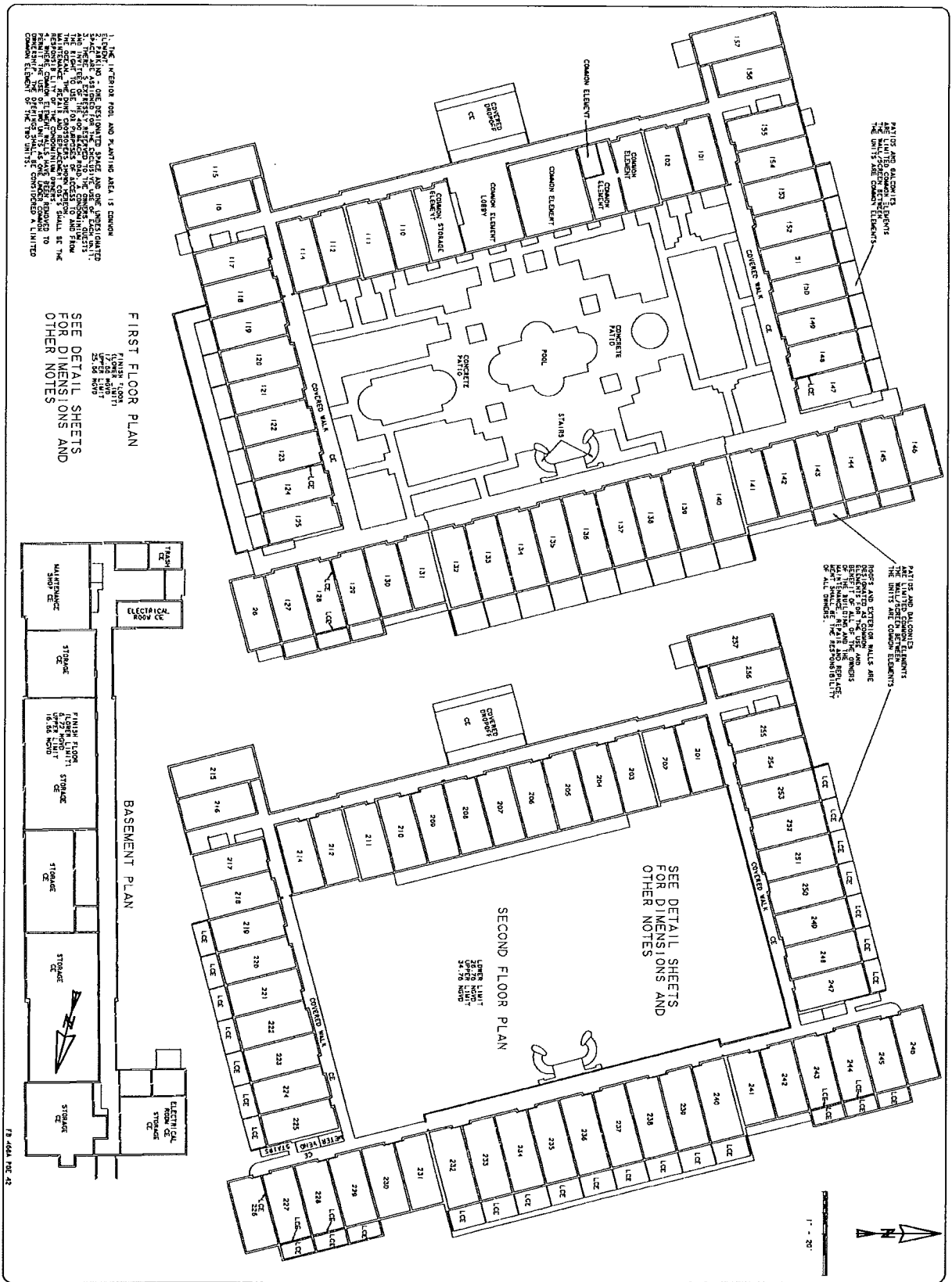


BOUNDARY SURVEY
 PREPARED FOR AND CERTIFIED TO
 UNIT OWNERS OF 400 BEACH ROAD, A CONDOMINIUM
 400 BEACH ROAD CONDOMINIUM ASSOCIATION, INC.

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 PROFESSIONAL SURVEYOR & MAPPER

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 Fax: (954) 571-1112

NO.	REVISIONS	BY	DATE

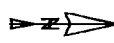


FIRST FLOOR PLAN
 (LOWER PORT)
 UNIT NO. 101
 UNIT NO. 157

BASEMENT PLAN

SECOND FLOOR PLAN
 LINEN CLOSET
 UNIT NO. 201
 UNIT NO. 257

SEE DETAIL SHEETS
 FOR DIMENSIONS AND
 OTHER NOTES

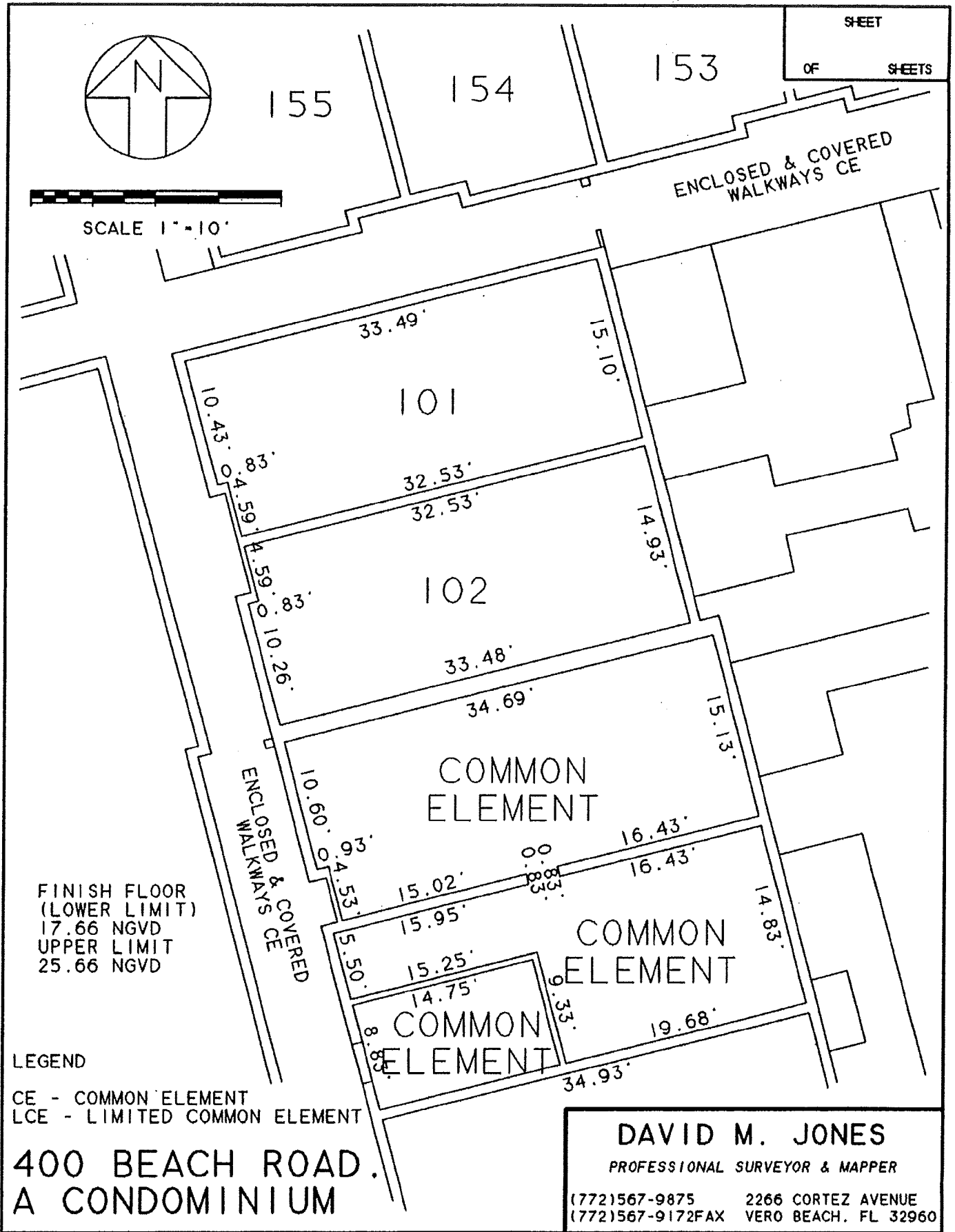


NO.	DATE	BY	REVISION
07-22-10	07-22-10	DMJ	ISSUED FOR PERMIT

DAVID M. JONES
 PROFESSIONAL SURVEYOR & MAPPER
 17291567-8875 2286 CORTEZ AVENUE
 17291567-8875 400 BEACH ROAD, FL 33404

BOUNDARY SURVEY
 PREPARED FOR AND CERTIFIED TO
 UNIT OWNERS OF 400 BEACH ROAD, A CONDOMINIUM
 400 BEACH ROAD CONDOMINIUM ASSOCIATION, INC.

NO.	DATE	BY	REVISION

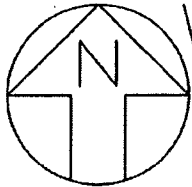
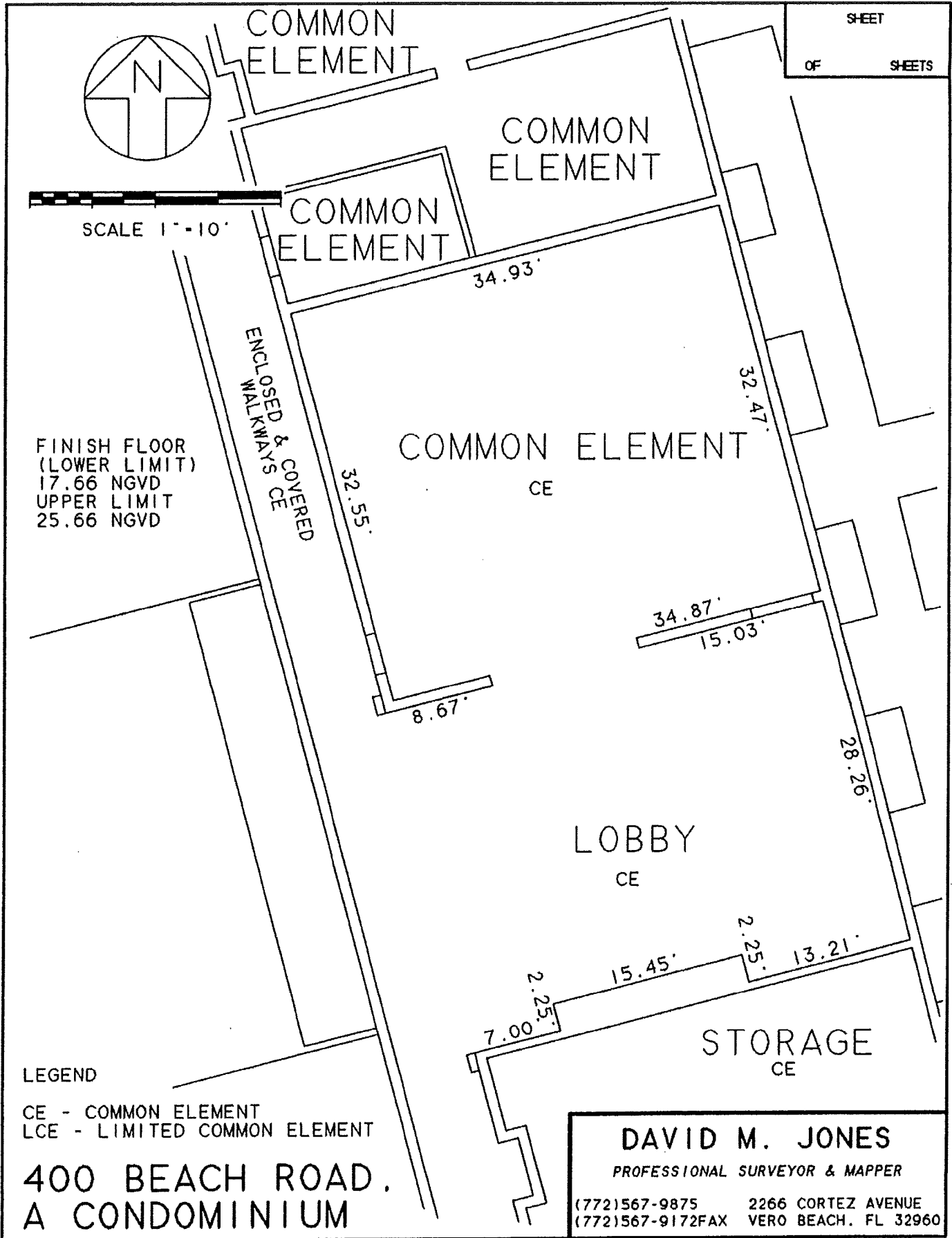


FINISH FLOOR
 (LOWER LIMIT)
 17.66 NGVD
 UPPER LIMIT
 25.66 NGVD

LEGEND
 CE - COMMON ELEMENT
 LCE - LIMITED COMMON ELEMENT

400 BEACH ROAD.
 A CONDOMINIUM

DAVID M. JONES
 PROFESSIONAL SURVEYOR & MAPPER
 (772)567-9875 2266 CORTEZ AVENUE
 (772)567-9172FAX VERO BEACH, FL 32960



SCALE 1" = 10'

SHEET
OF SHEETS

FINISH FLOOR
 (LOWER LIMIT)
 17.66 NGVD
 UPPER LIMIT
 25.66 NGVD

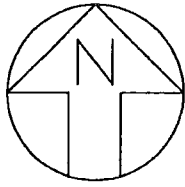
ENCLOSED & COVERED
 WALKWAYS & COVERED
 CE

LEGEND

CE - COMMON ELEMENT
 LCE - LIMITED COMMON ELEMENT

400 BEACH ROAD,
 A CONDOMINIUM

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SCALE 1" = 10'

SHEET
OF SHEETS

LOBBY

STORAGE

110

111

112

114

ENCLOSED & COVERED
WALKWAYS CE

FINISH FLOOR
(LOWER LIMIT)
17.66 NGVD
UPPER LIMIT
25.66 NGVD

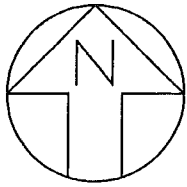
LEGEND

CE - COMMON ELEMENT
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400 BEACH ROAD.
A CONDOMINIUM

DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER
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(772)567-9172FAX VERO BEACH, FL 32960

SHEET
OF SHEETS

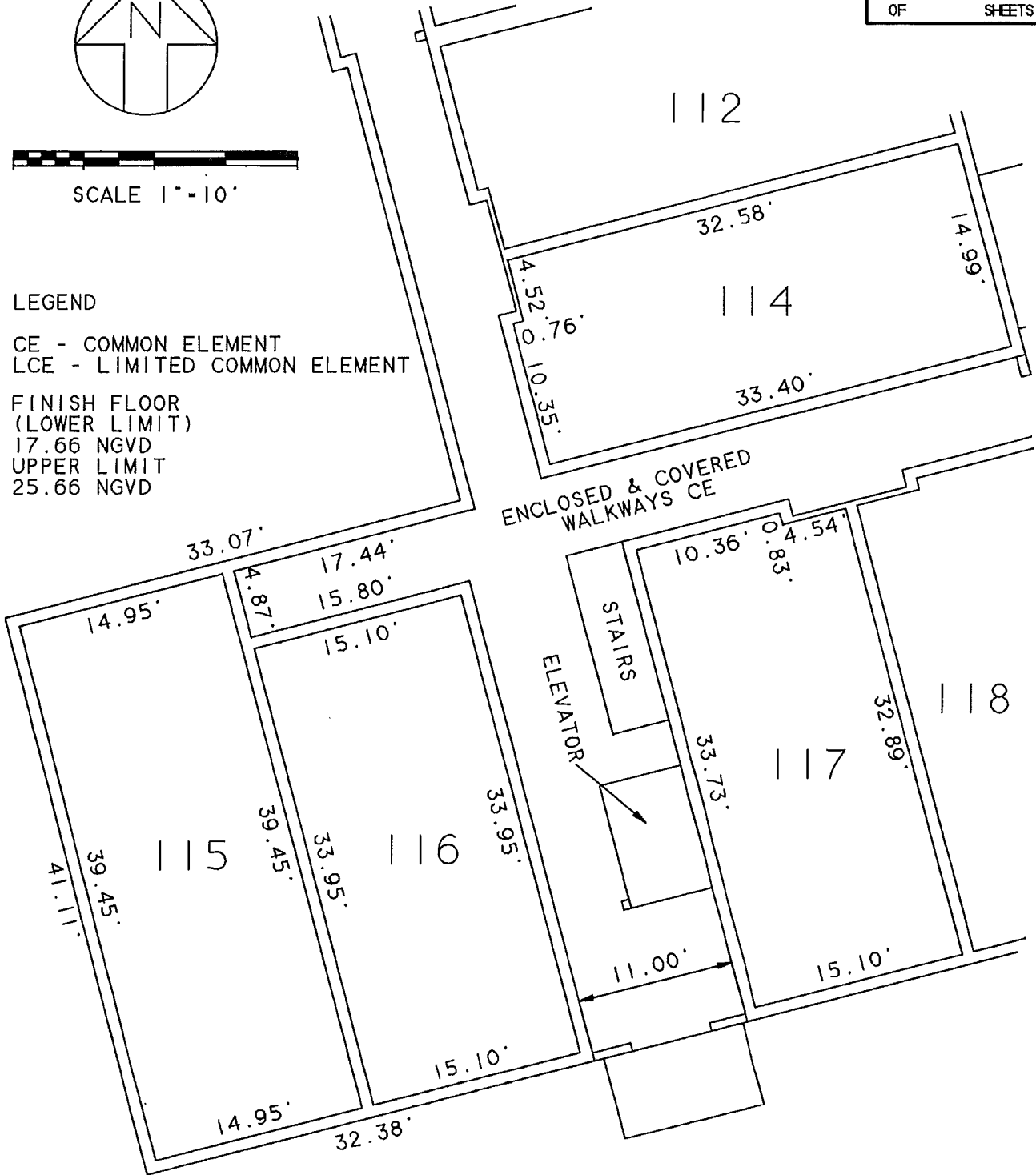


SCALE 1" = 10'

LEGEND

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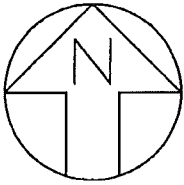
FINISH FLOOR
(LOWER LIMIT)
17.66 NGVD
UPPER LIMIT
25.66 NGVD



400 BEACH ROAD.
A CONDOMINIUM

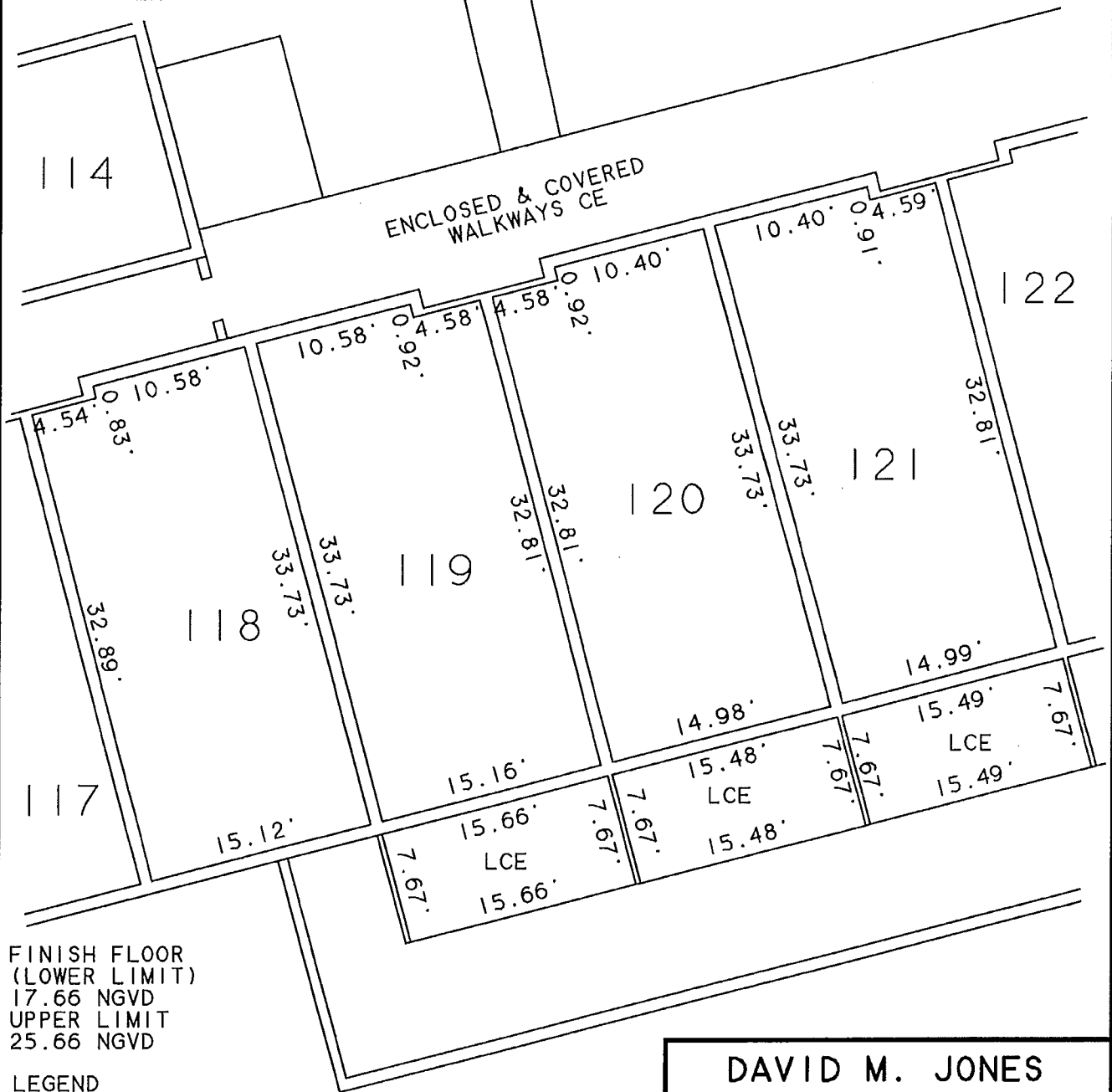
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(772)567-9172FAX VERO BEACH, FL 32960

SHEET
OF SHEETS



SCALE 1" = 10'

400 BEACH ROAD. A CONDOMINIUM



FINISH FLOOR
(LOWER LIMIT)
17.66 NGVD
UPPER LIMIT
25.66 NGVD

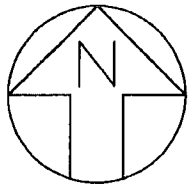
LEGEND

CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT

DAVID M. JONES
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 (772) 567-9172 FAX VERO BEACH, FL 32960

400 BEACH ROAD. A CONDOMINIUM

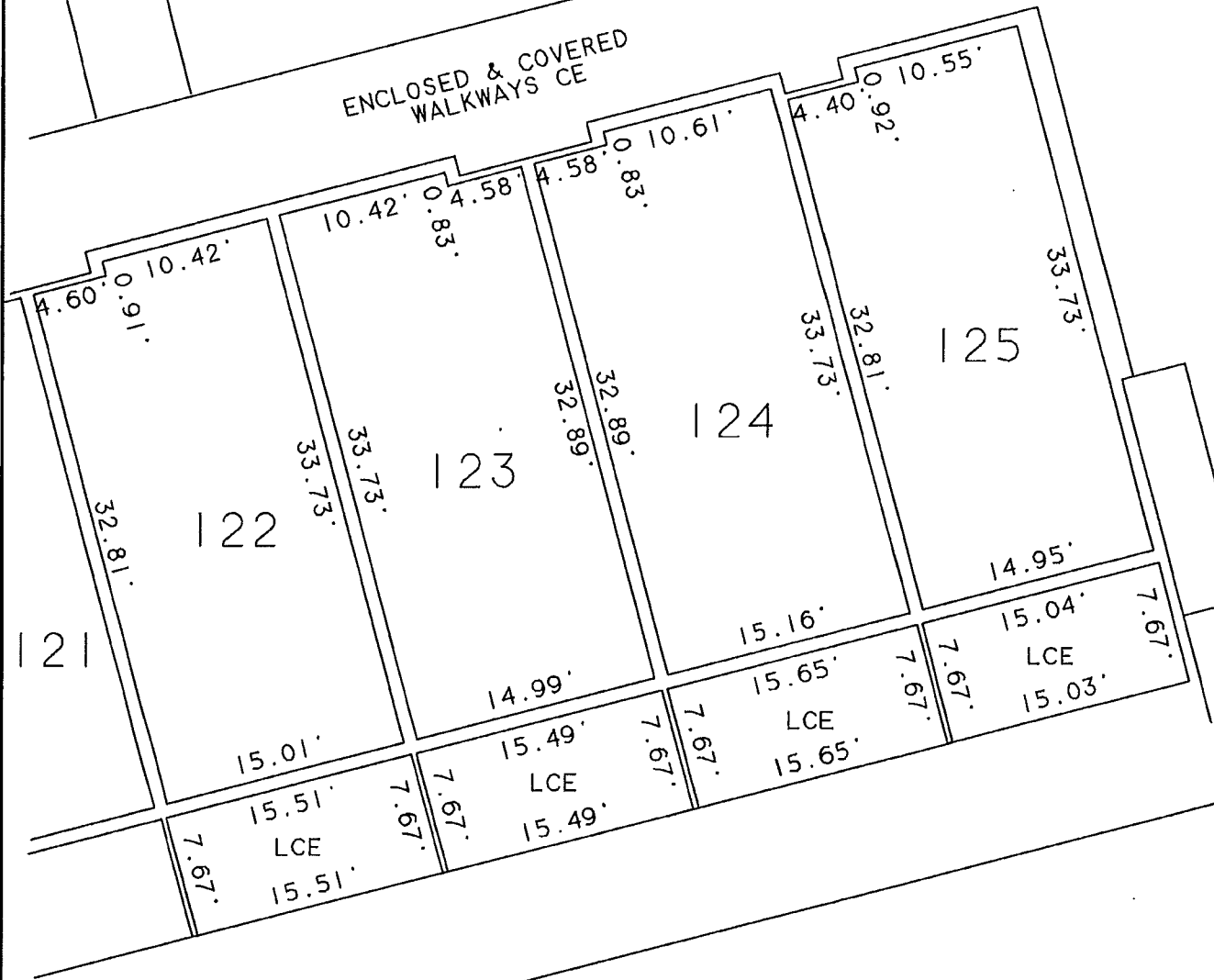
SHEET
OF SHEETS



SCALE 1"=10'

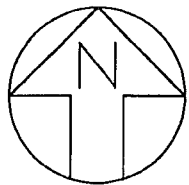
FINISH FLOOR
(LOWER LIMIT)
17.66 NGVD
UPPER LIMIT
25.66 NGVD

ENCLOSED & COVERED
WALKWAYS CE



LEGEND
CE - COMMON ELEMENT
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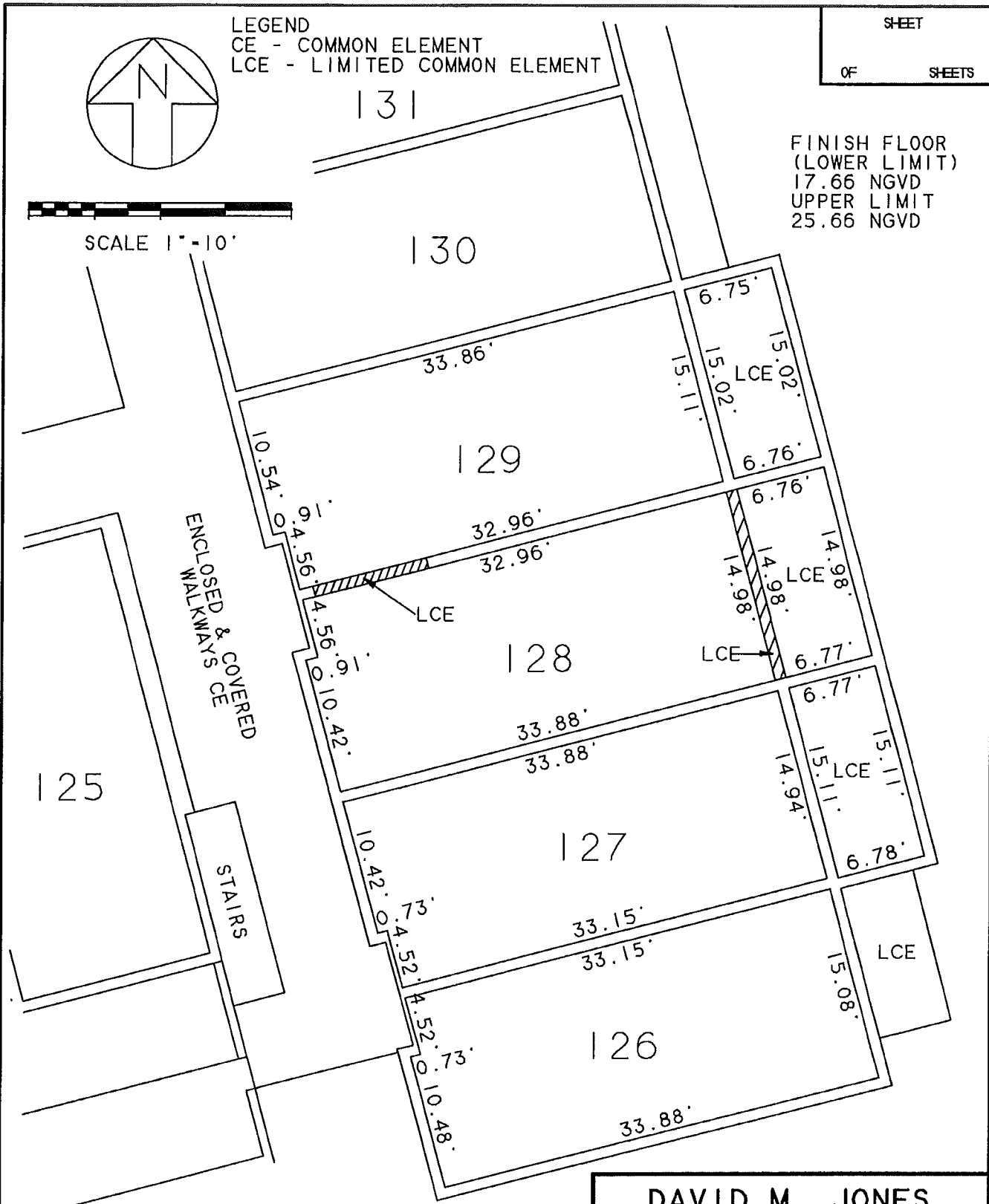


SCALE 1" = 10'

LEGEND
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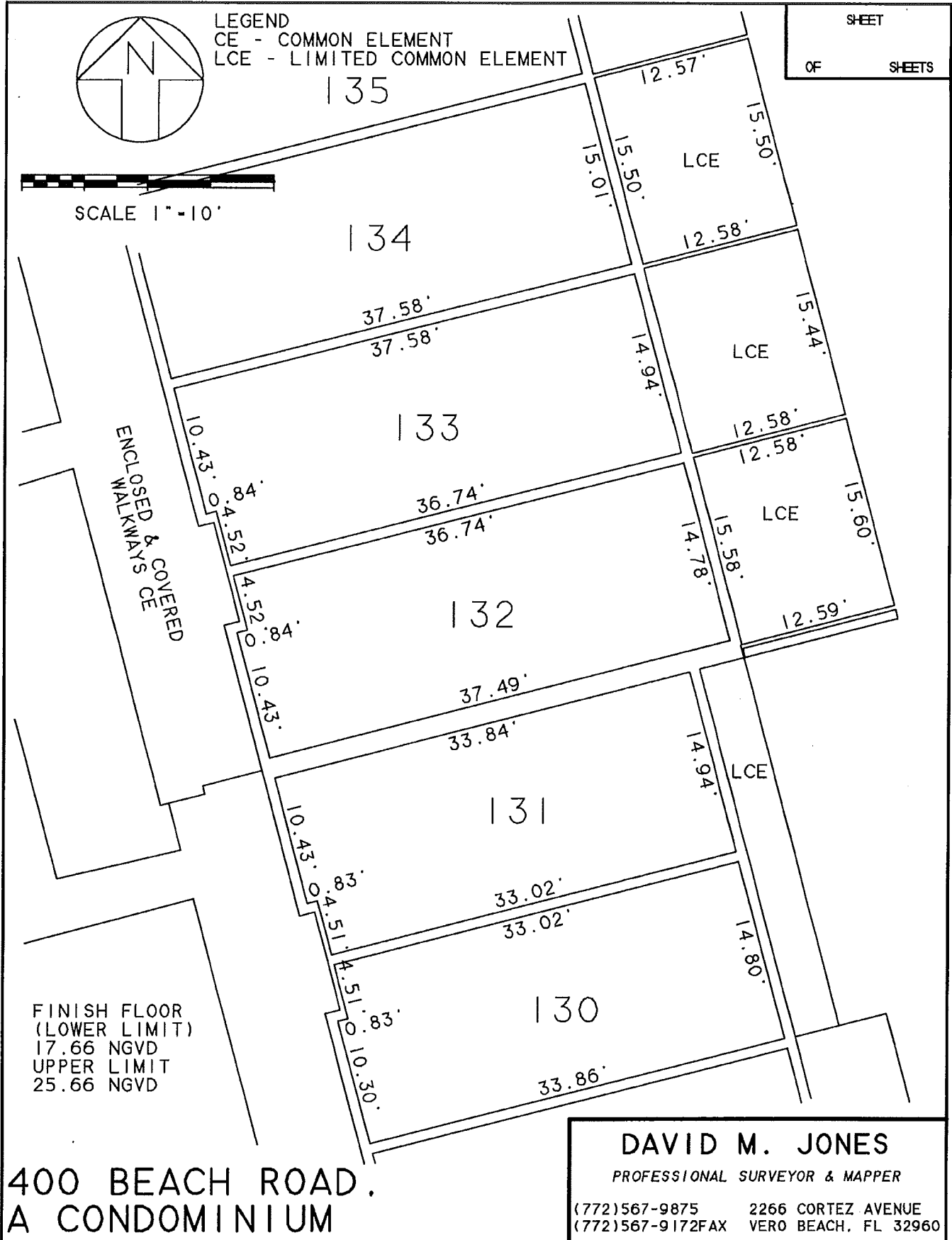
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OF SHEETS

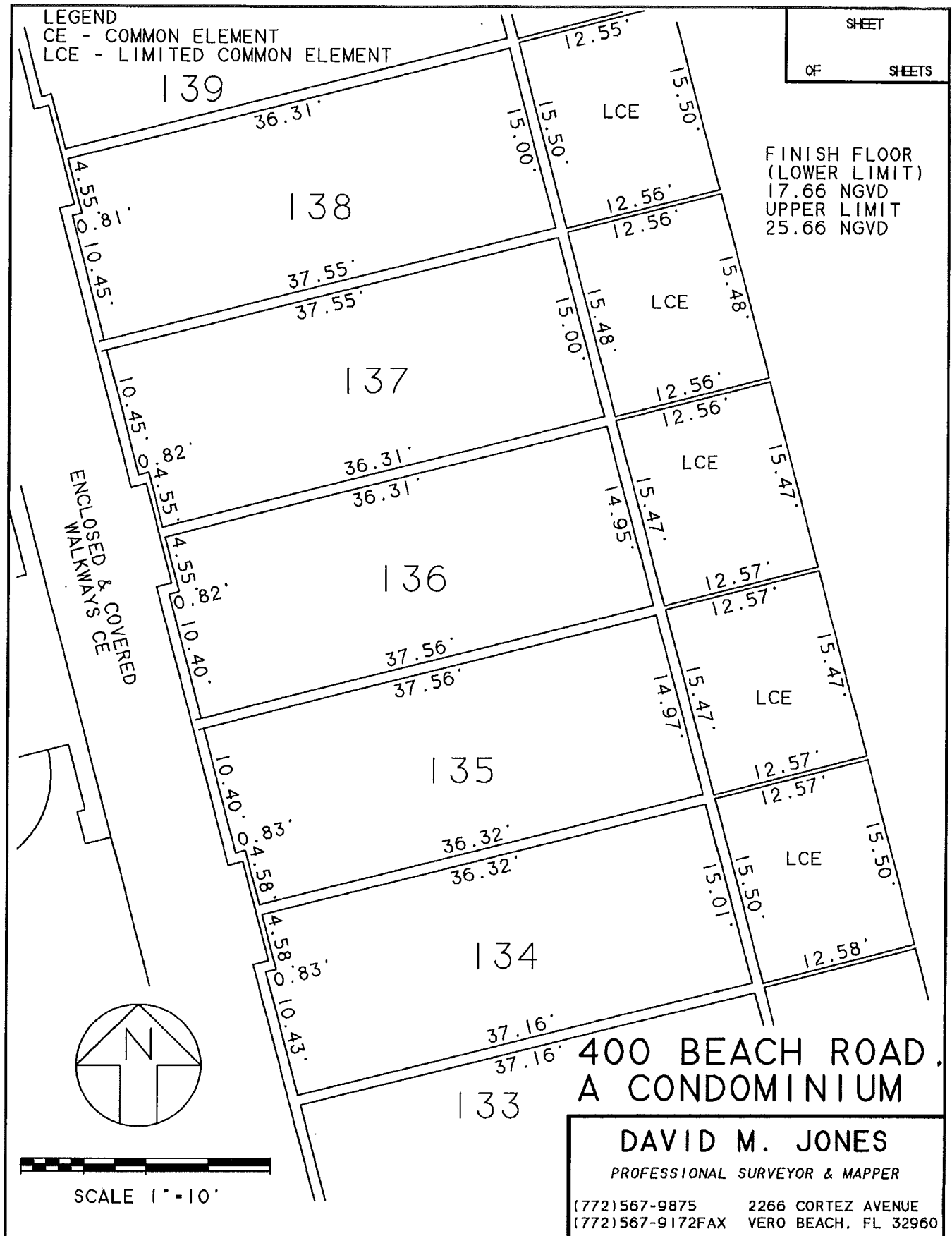
FINISH FLOOR
(LOWER LIMIT)
17.66 NGVD
UPPER LIMIT
25.66 NGVD

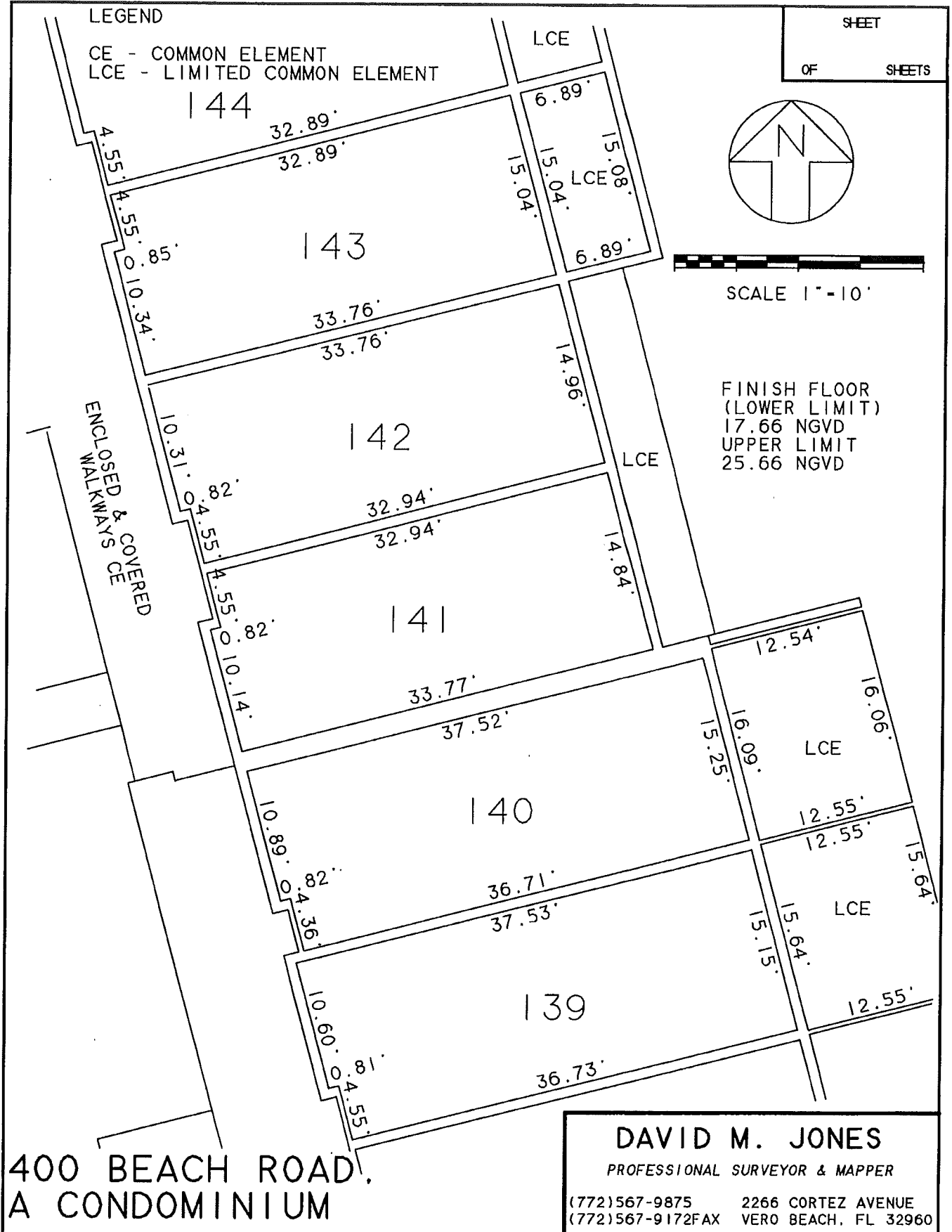


400 BEACH ROAD.
A CONDOMINIUM

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(772)567-9172FAX VERO BEACH, FL 32960

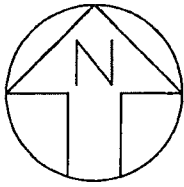






SHEET

OF SHEETS

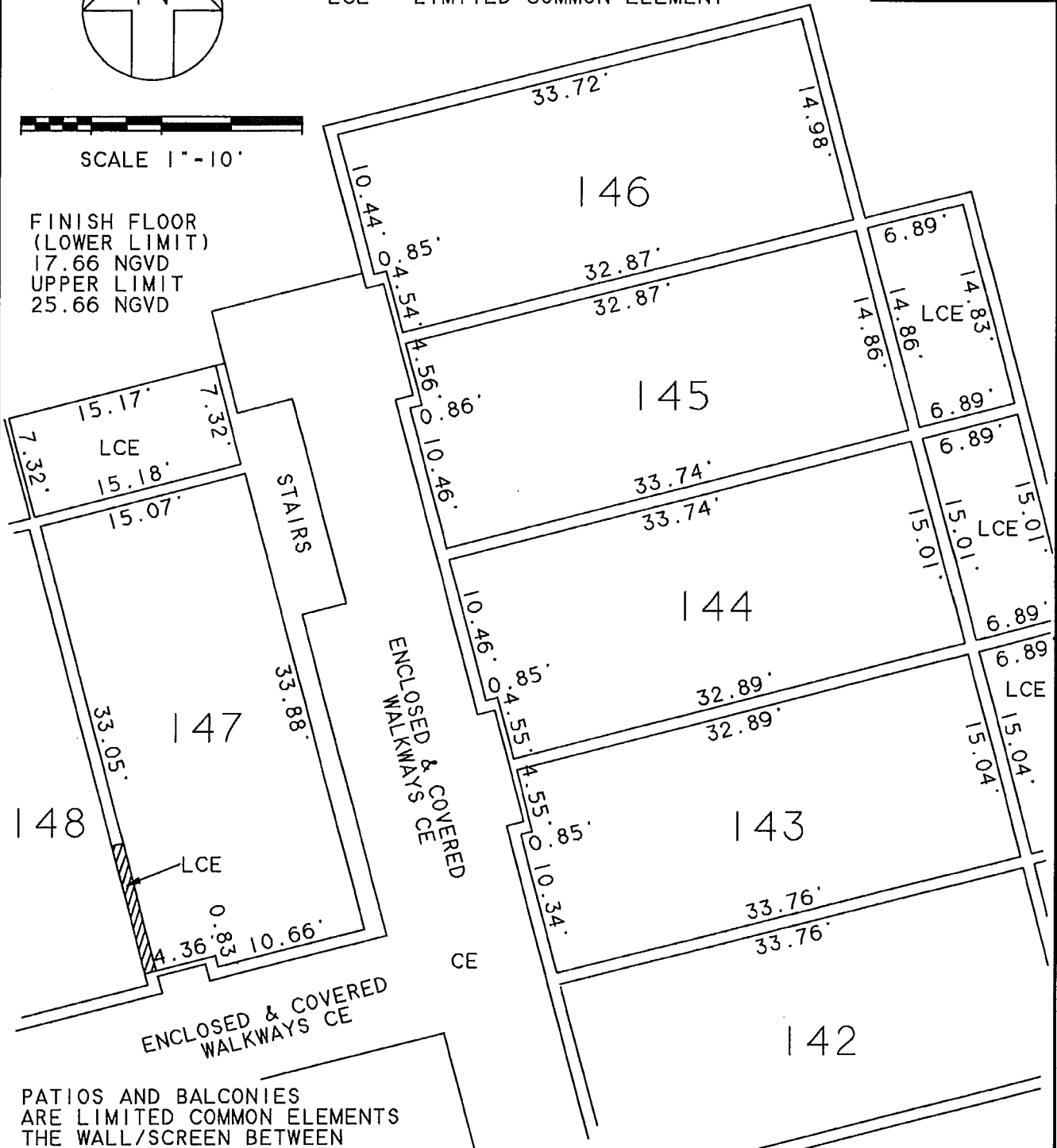


LEGEND
 CE - COMMON ELEMENT
 LCE - LIMITED COMMON ELEMENT



SCALE 1" = 10'

FINISH FLOOR
 (LOWER LIMIT)
 17.66 NGVD
 UPPER LIMIT
 25.66 NGVD



PATIOS AND BALCONIES
 ARE LIMITED COMMON ELEMENTS
 THE WALL/SCREEN BETWEEN
 THE UNITS ARE COMMON ELEMENTS

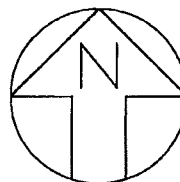
**400 BEACH ROAD.
 A CONDOMINIUM**

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 (772)567-9172FAX VERO BEACH, FL 32960

400 BEACH ROAD. A CONDOMINIUM

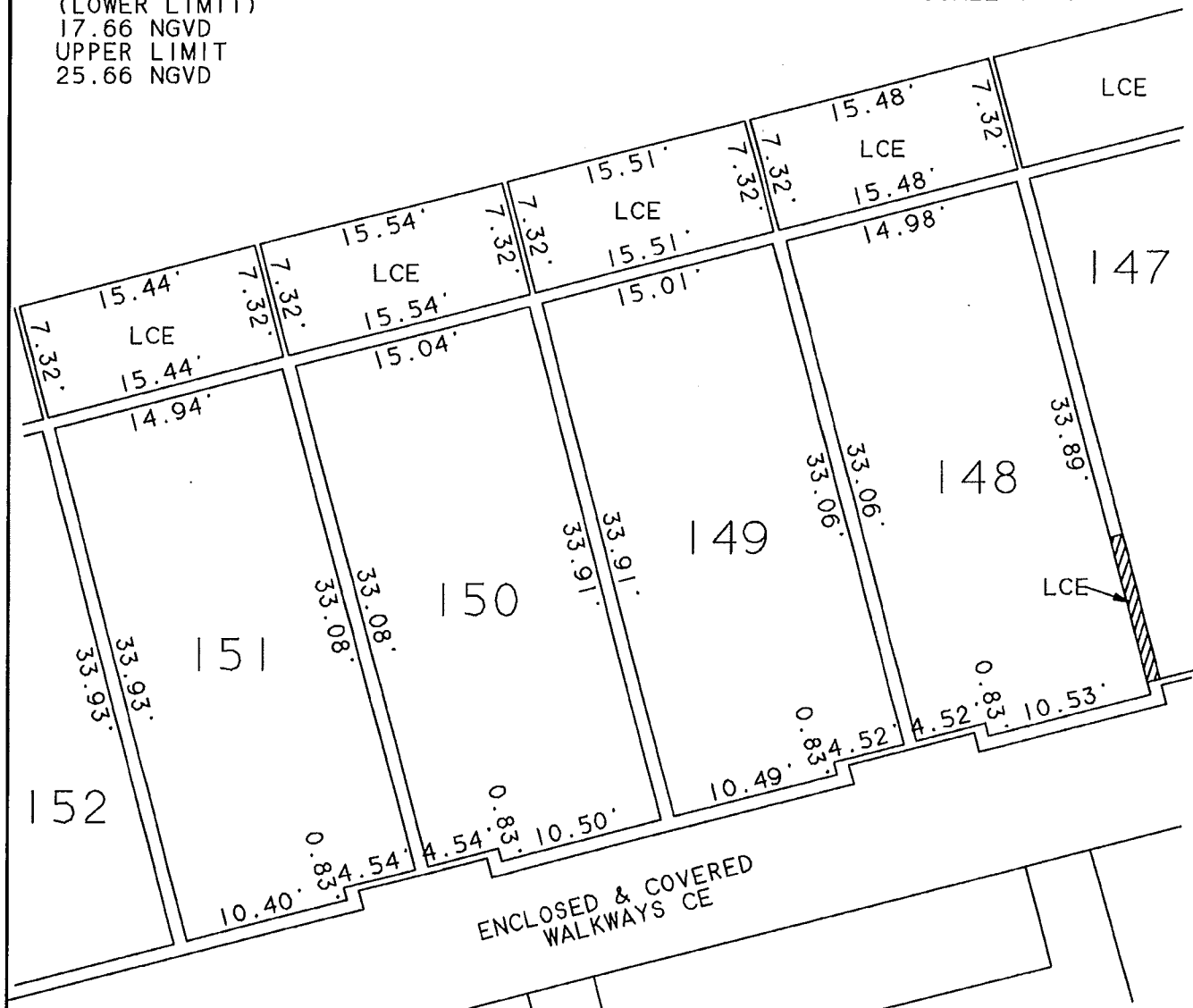
SHEET
OF SHEETS

LEGEND
CE - COMMON ELEMENT
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SCALE 1" = 10'

FINISH FLOOR
(LOWER LIMIT)
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UPPER LIMIT
25.66 NGVD

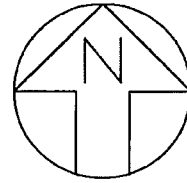


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400 BEACH ROAD. A CONDOMINIUM

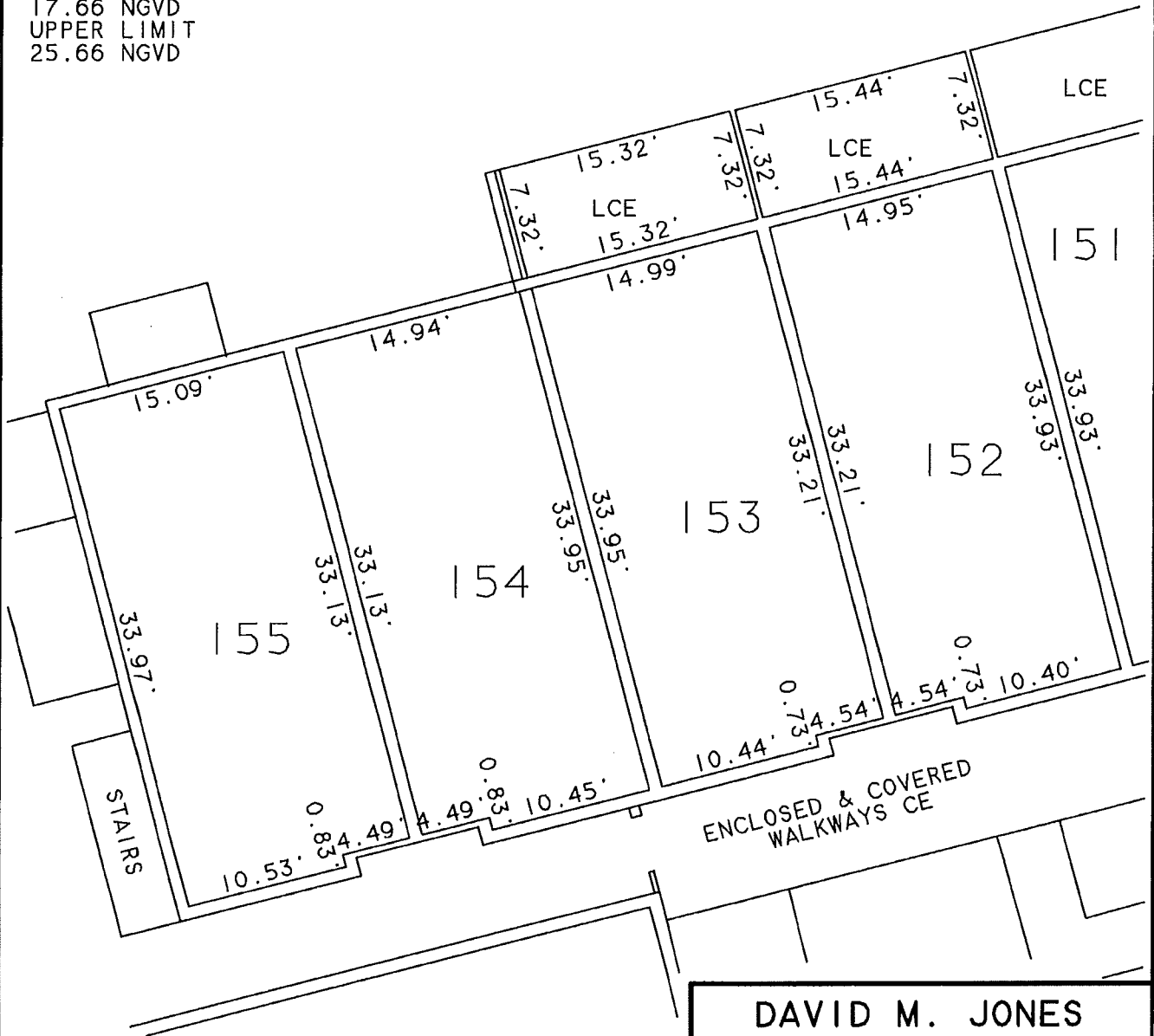
SHEET
OF SHEETS

LEGEND
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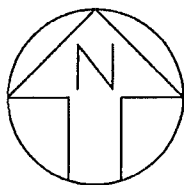


SCALE 1" = 10'

FINISH FLOOR
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17.66 NGVD
UPPER LIMIT
25.66 NGVD



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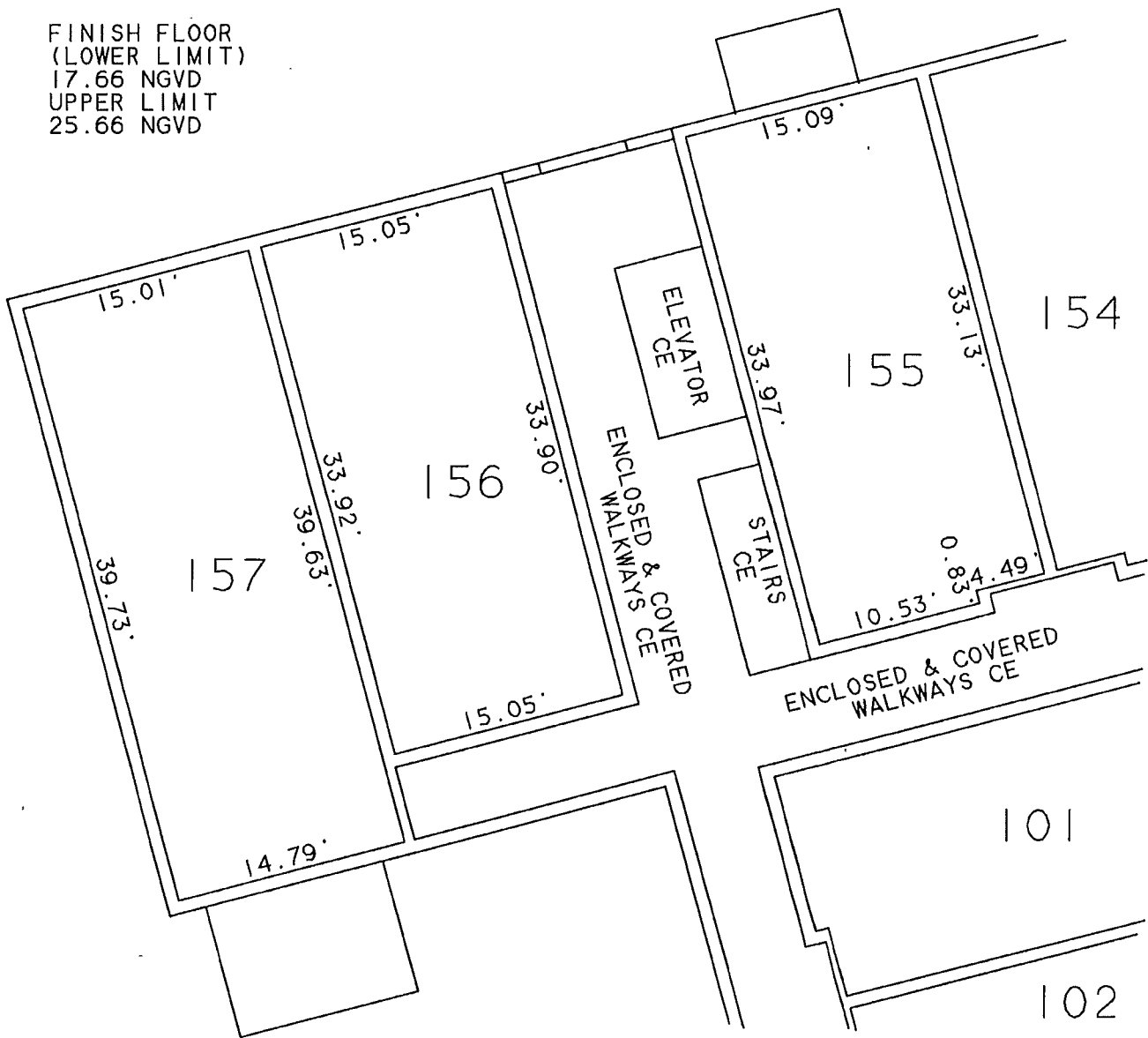
SCALE 1" = 10'

400 BEACH ROAD, A CONDOMINIUM

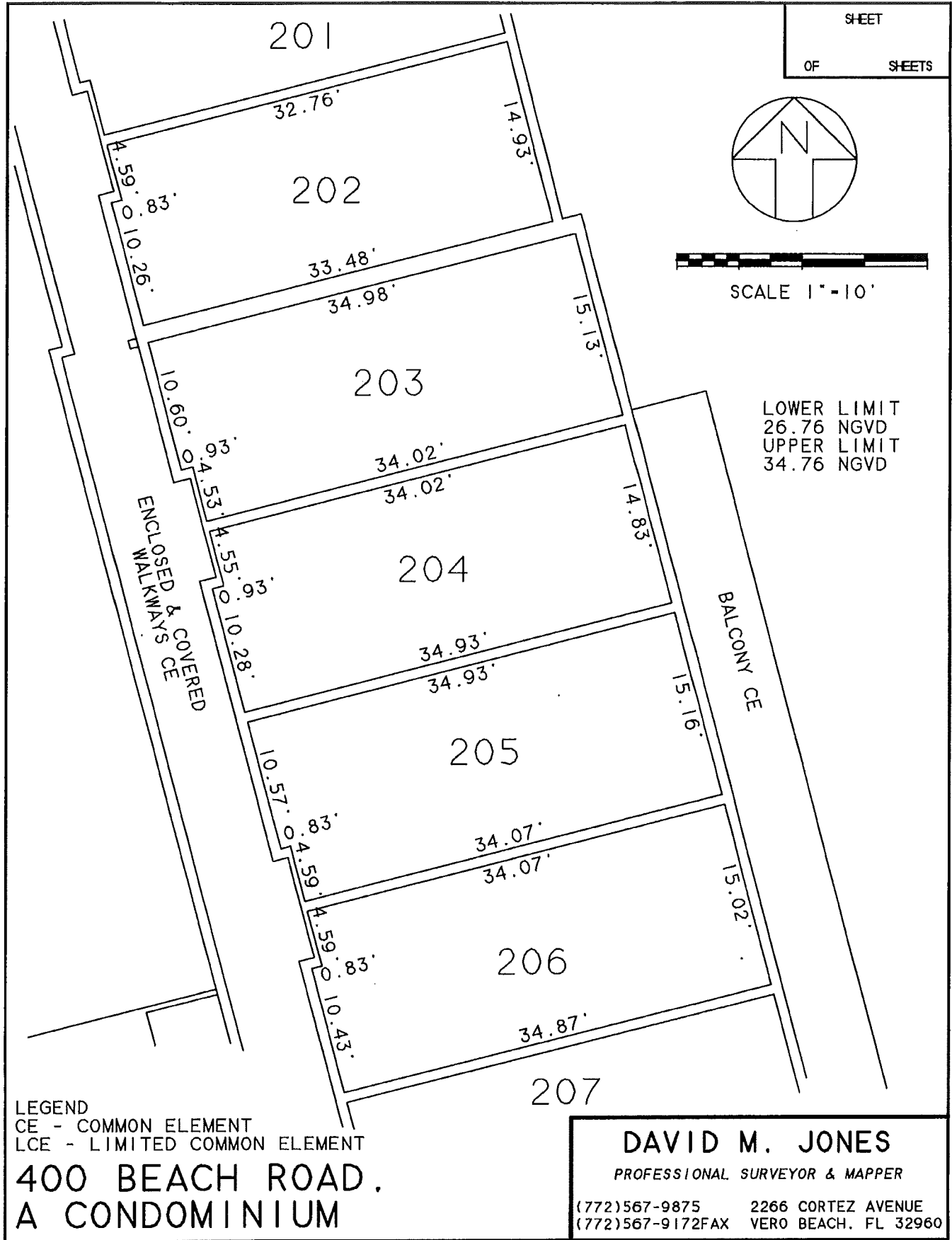
SHEET
OF SHEETS

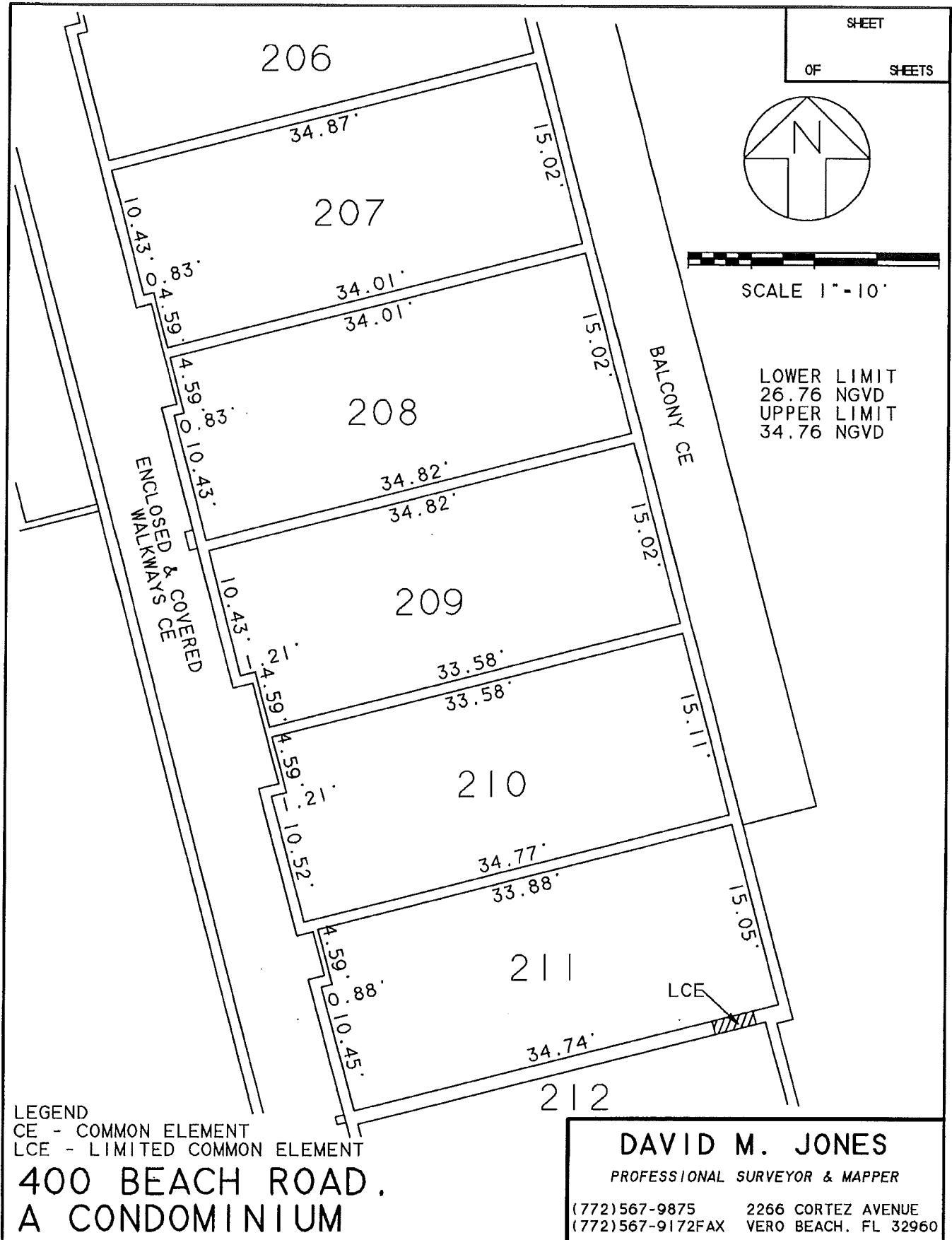
LEGEND
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FINISH FLOOR
(LOWER LIMIT)
17.66 NGVD
UPPER LIMIT
25.66 NGVD



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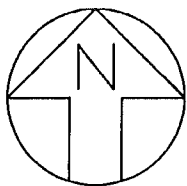




SHEET

OF SHEETS

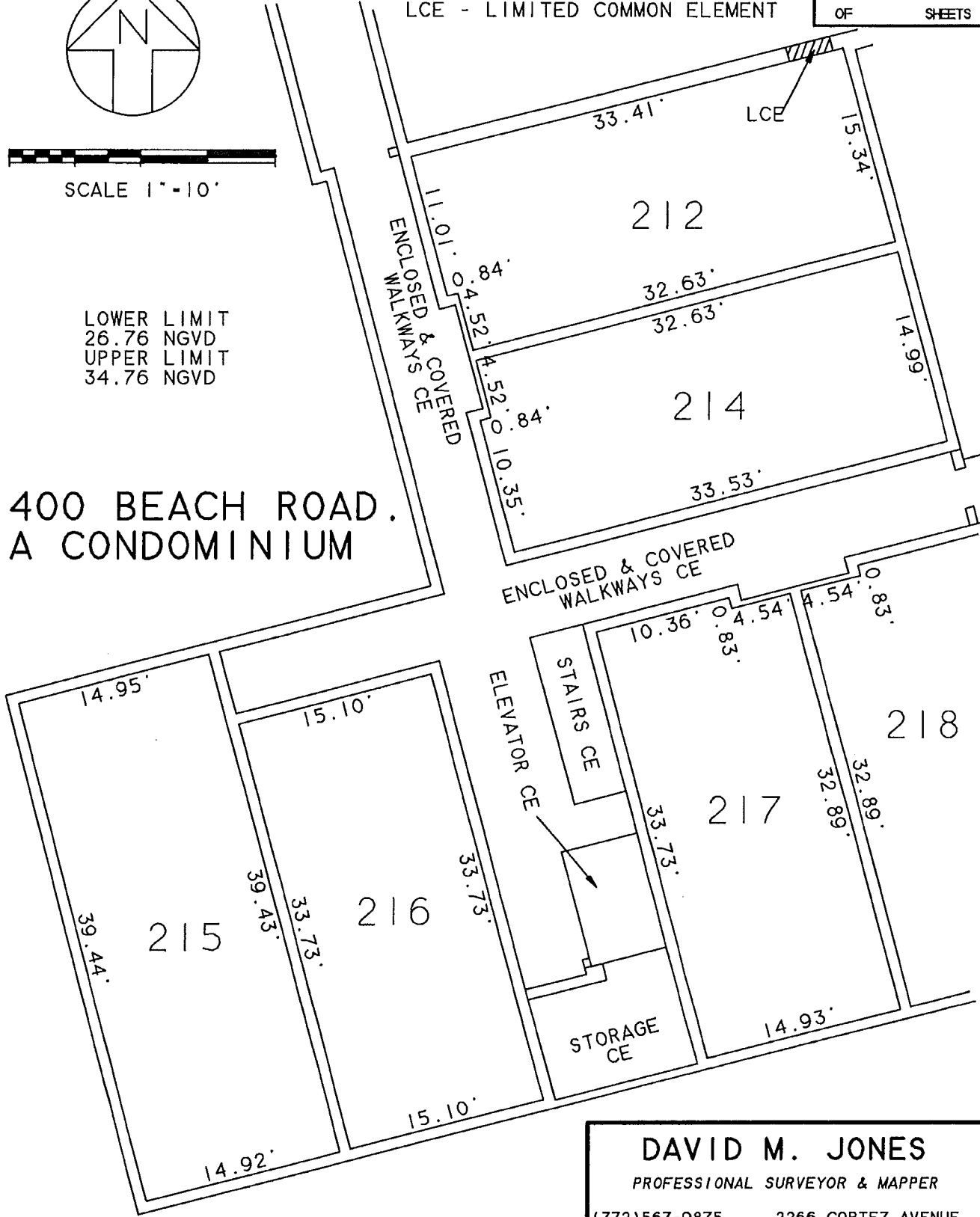
LEGEND
CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT



SCALE 1" = 10'

LOWER LIMIT
26.76 NGVD
UPPER LIMIT
34.76 NGVD

400 BEACH ROAD. A CONDOMINIUM



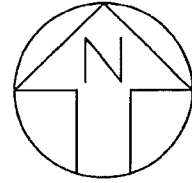
DAVID M. JONES

PROFESSIONAL SURVEYOR & MAPPER

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(772)567-9172FAX VERO BEACH, FL 32960

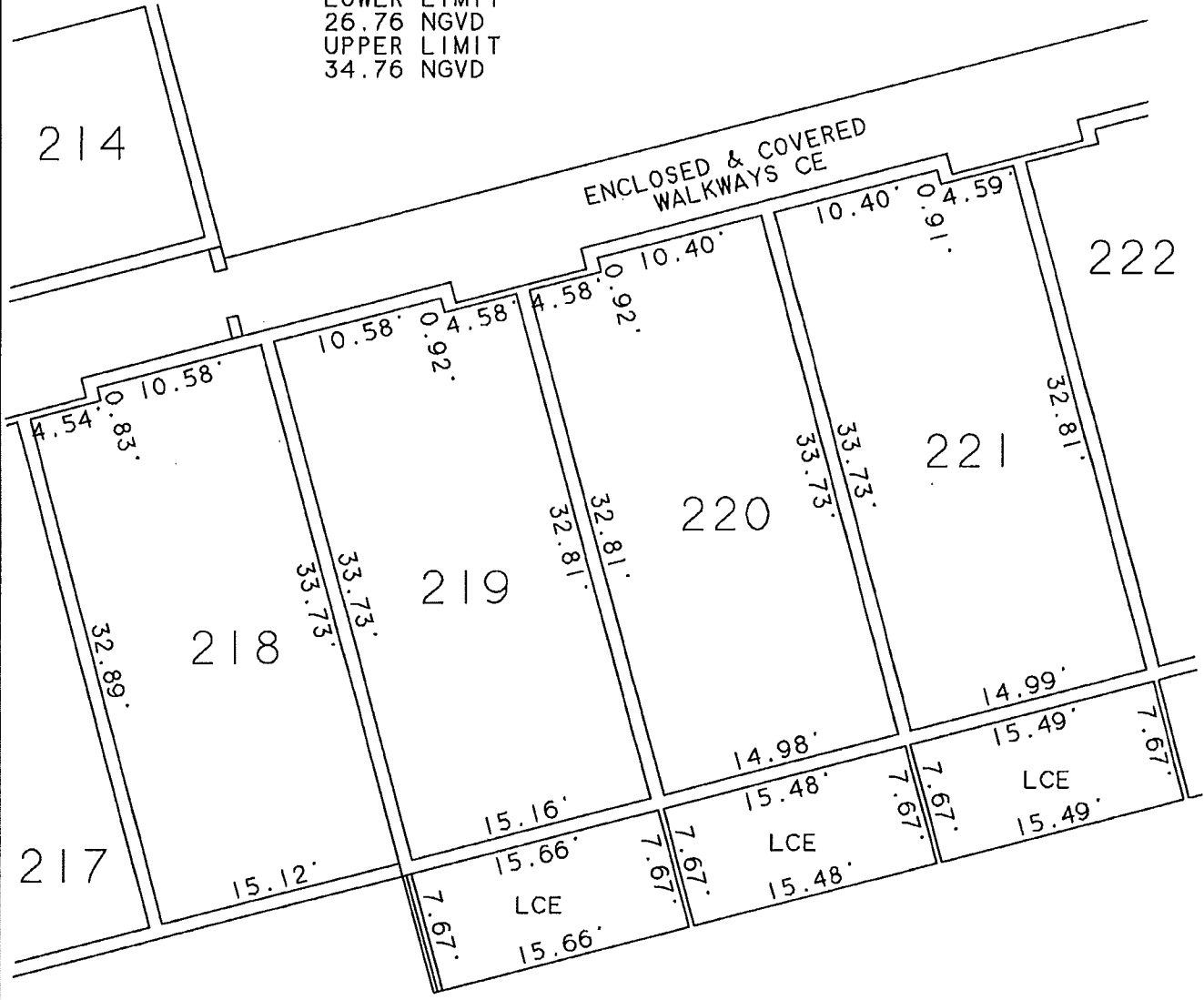
400 BEACH ROAD, A CONDOMINIUM

SHEET
OF SHEETS



SCALE 1" = 10'

LOWER LIMIT
26.76 NGVD
UPPER LIMIT
34.76 NGVD

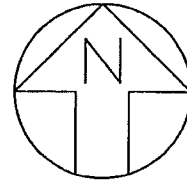


LEGEND
CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT

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 (772)567-9172FAX VERO BEACH, FL 32960

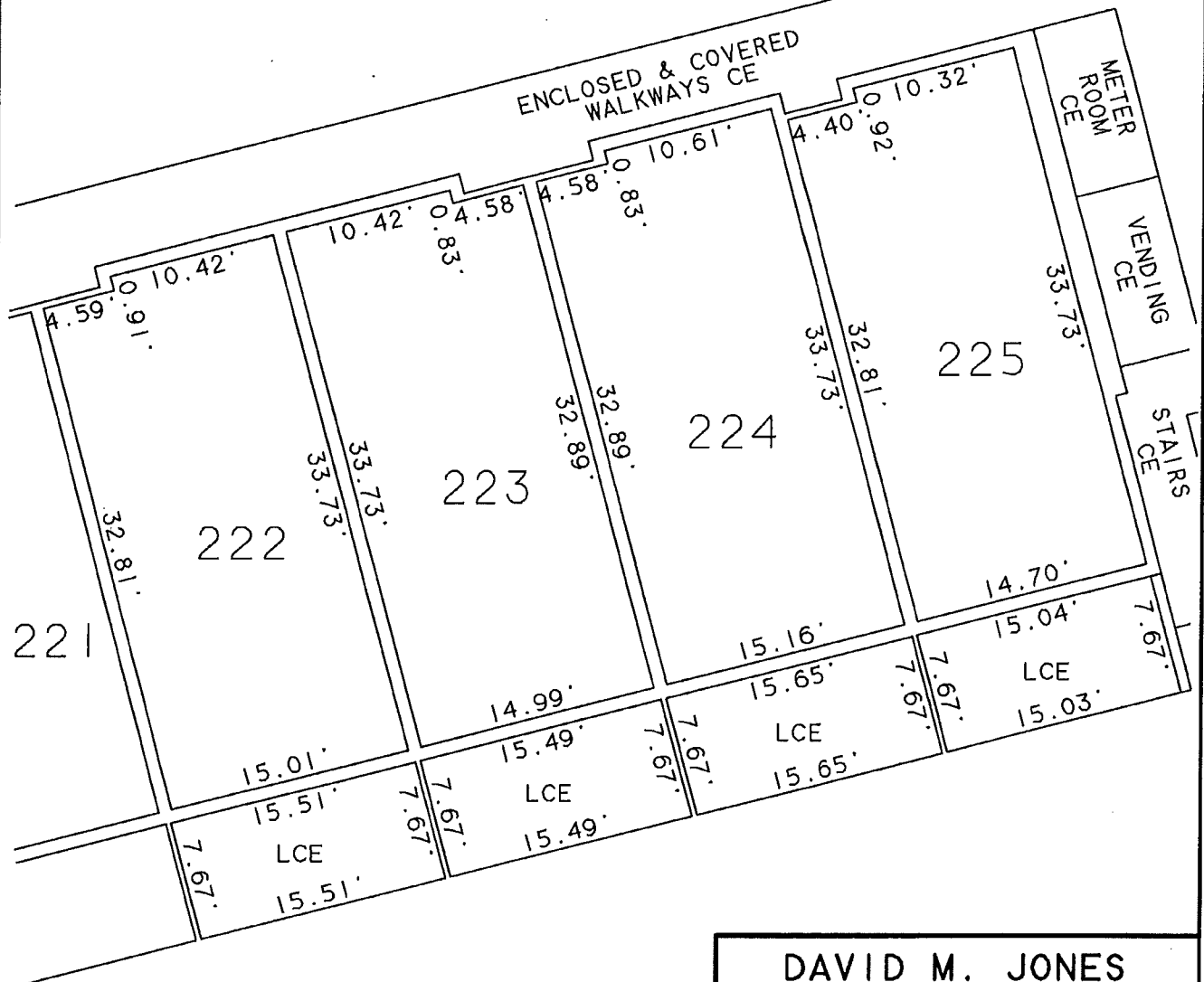
SHEET
OF SHEETS

LOWER LIMIT
26.76 NGVD
UPPER LIMIT
34.76 NGVD



SCALE 1" = 10'

400 BEACH ROAD, A CONDOMINIUM

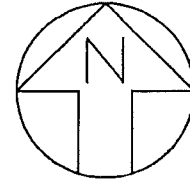


LEGEND
 CE - COMMON ELEMENT
 LCE - LIMITED COMMON ELEMENT

DAVID M. JONES
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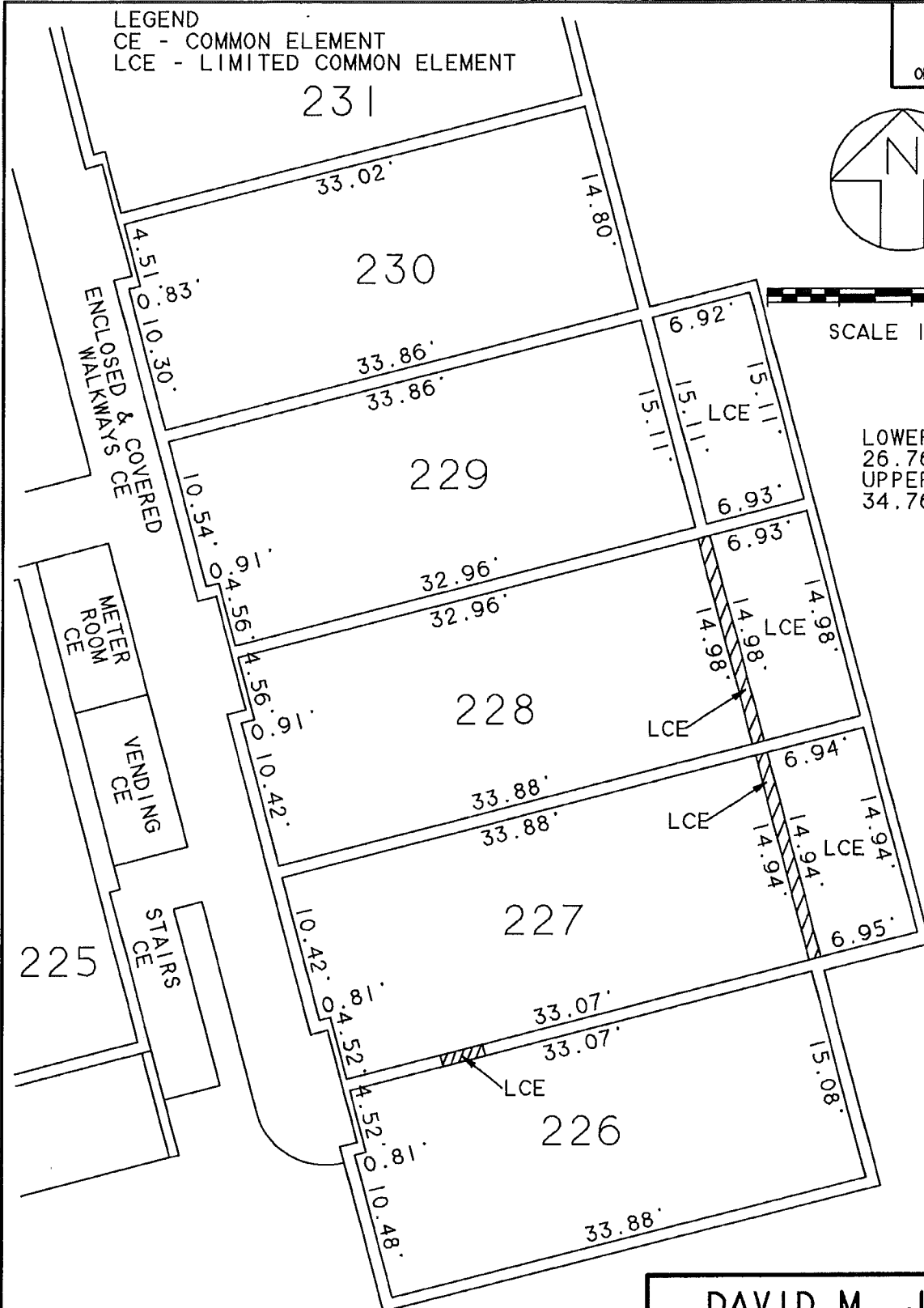
LEGEND
CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT

SHEET
OF SHEETS



SCALE 1" = 10'

LOWER LIMIT
26.76 NGVD
UPPER LIMIT
34.76 NGVD



400 BEACH ROAD.
A CONDOMINIUM

DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER
(772)567-9875 2266 CORTEZ AVENUE
(772)567-9172FAX VERO BEACH, FL 32960

400 BEACH ROAD. A CONDOMINIUM

236

235

234

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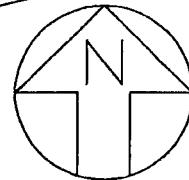
231

230

SHEET
OF SHEETS

LOWER LIMIT
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UPPER LIMIT
34.76 NGVD

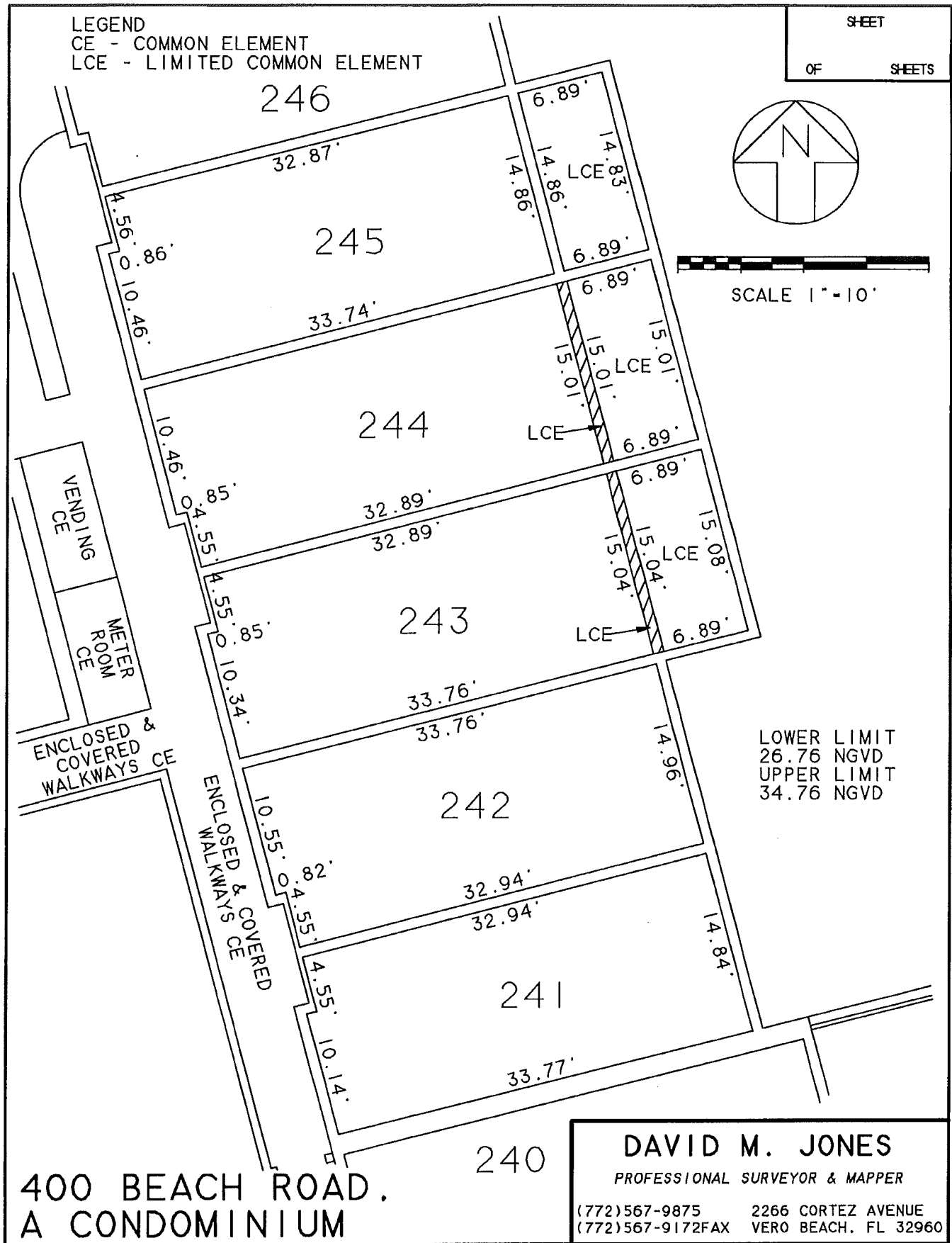
ENCLOSED & COVERED
WALKWAYS CE

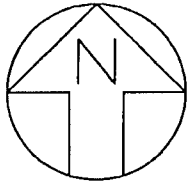


SCALE 1" = 10'

LEGEND
CE - COMMON ELEMENT
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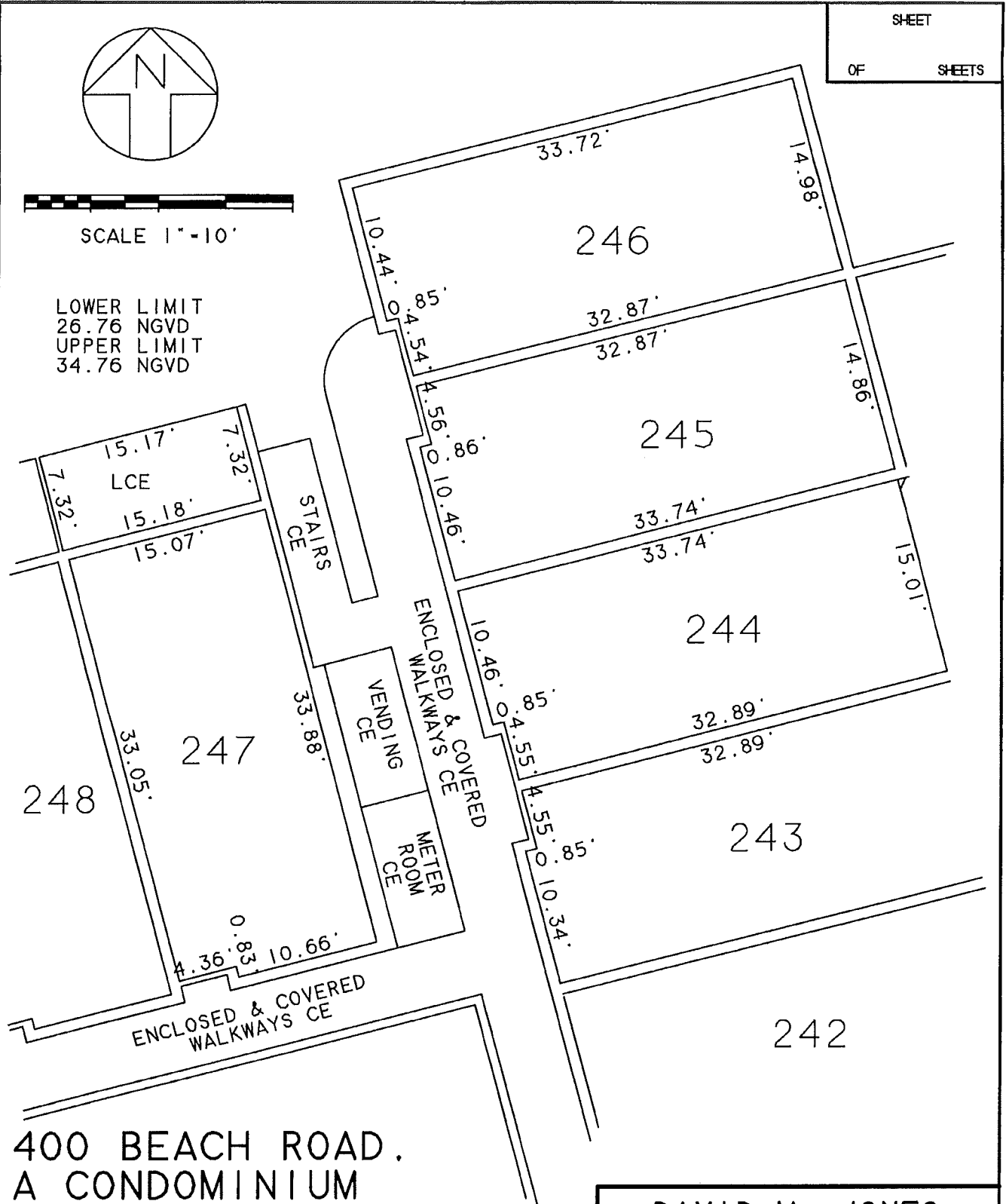




SCALE 1" = 10'

LOWER LIMIT
26.76 NGVD
UPPER LIMIT
34.76 NGVD

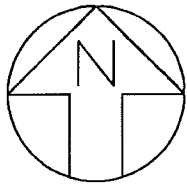
SHEET
OF SHEETS



400 BEACH ROAD, A CONDOMINIUM

LEGEND
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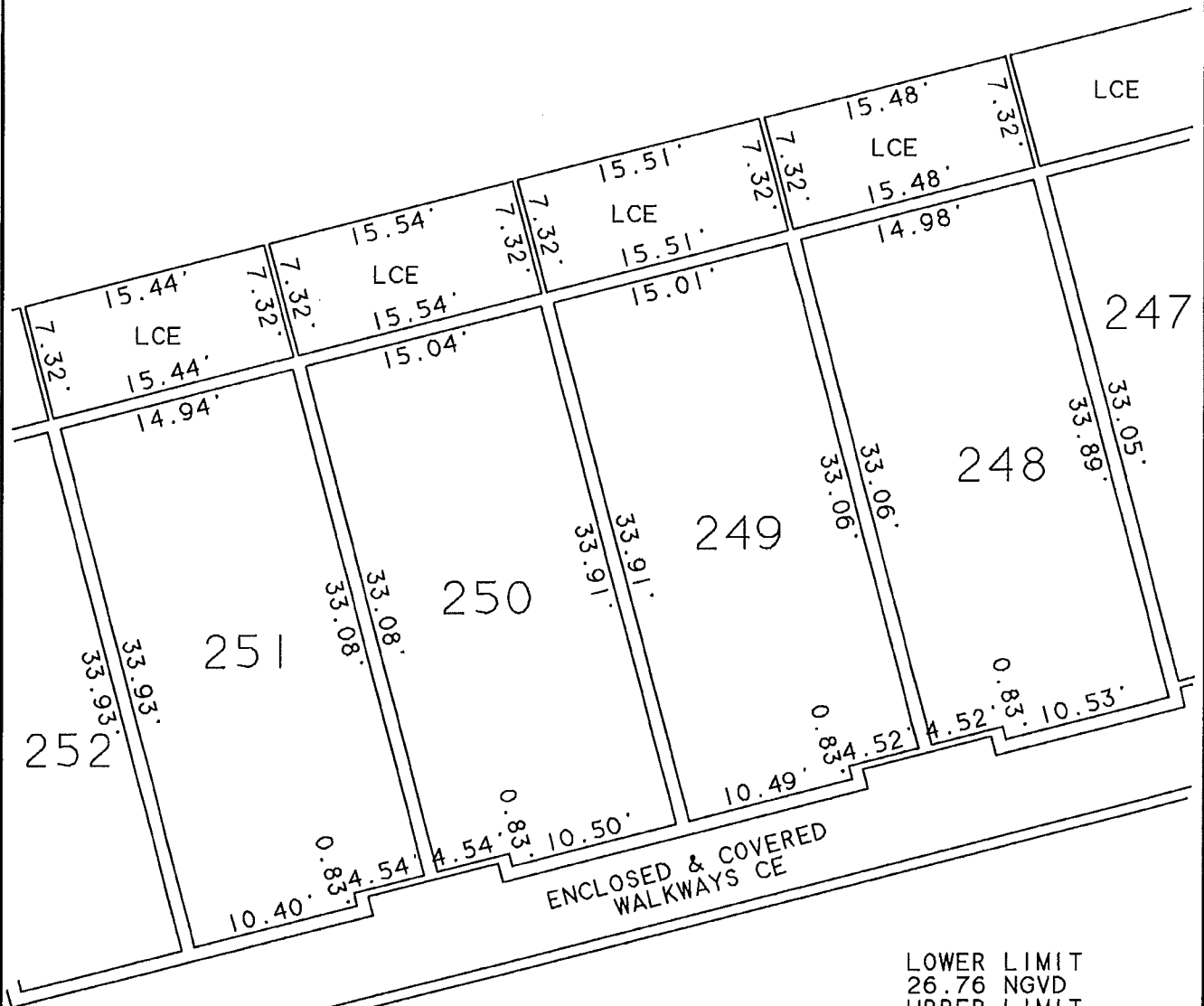
DAVID M. JONES
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SCALE 1" = 10'

SHEET
OF SHEETS

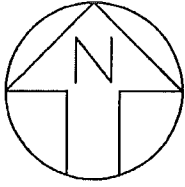
400 BEACH ROAD. A CONDOMINIUM



LOWER LIMIT
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34.76 NGVD

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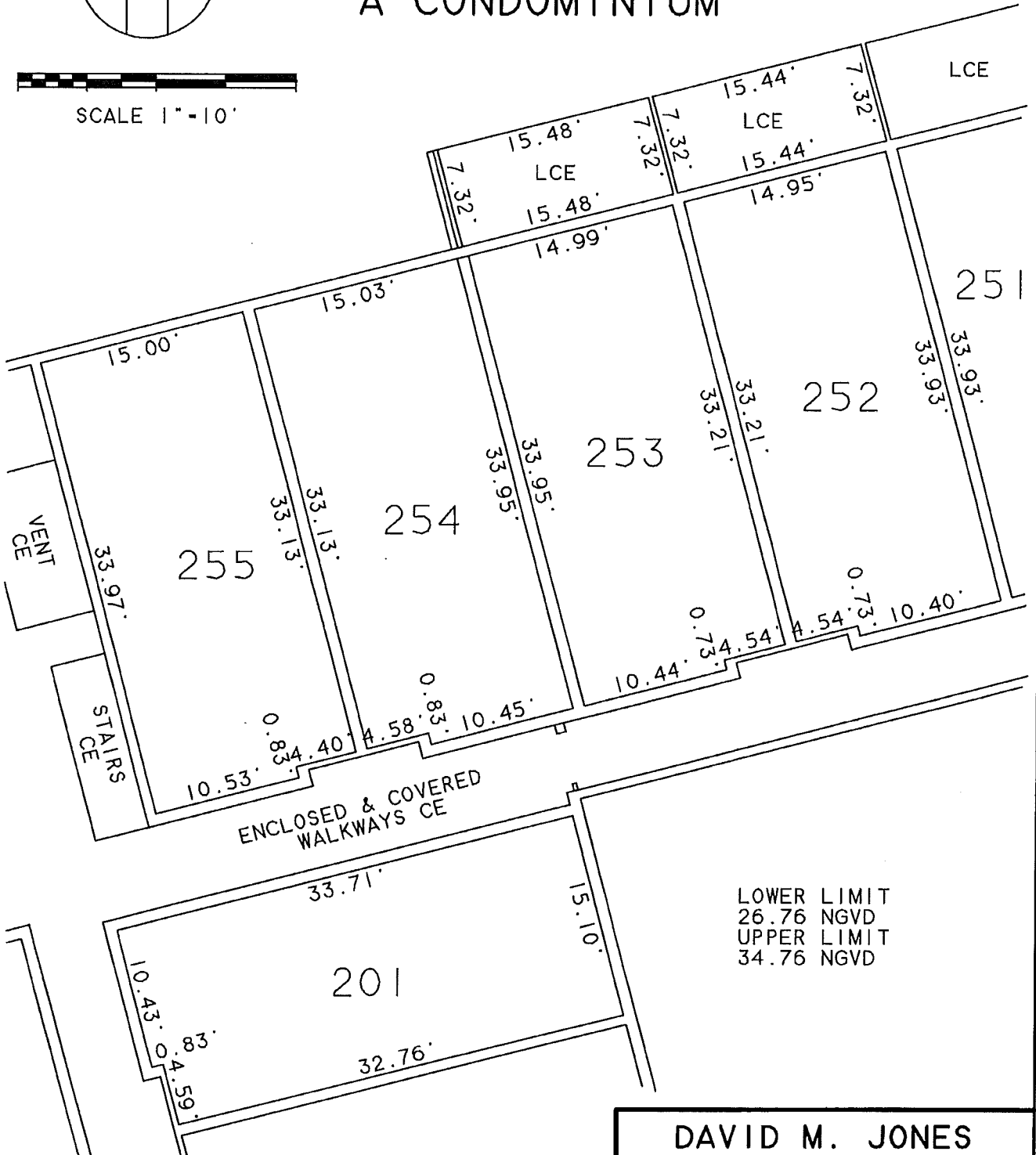
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400 BEACH ROAD, A CONDOMINIUM

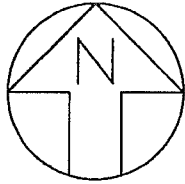
SHEET
OF SHEETS



LOWER LIMIT
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UPPER LIMIT
34.76 NGVD

LEGEND
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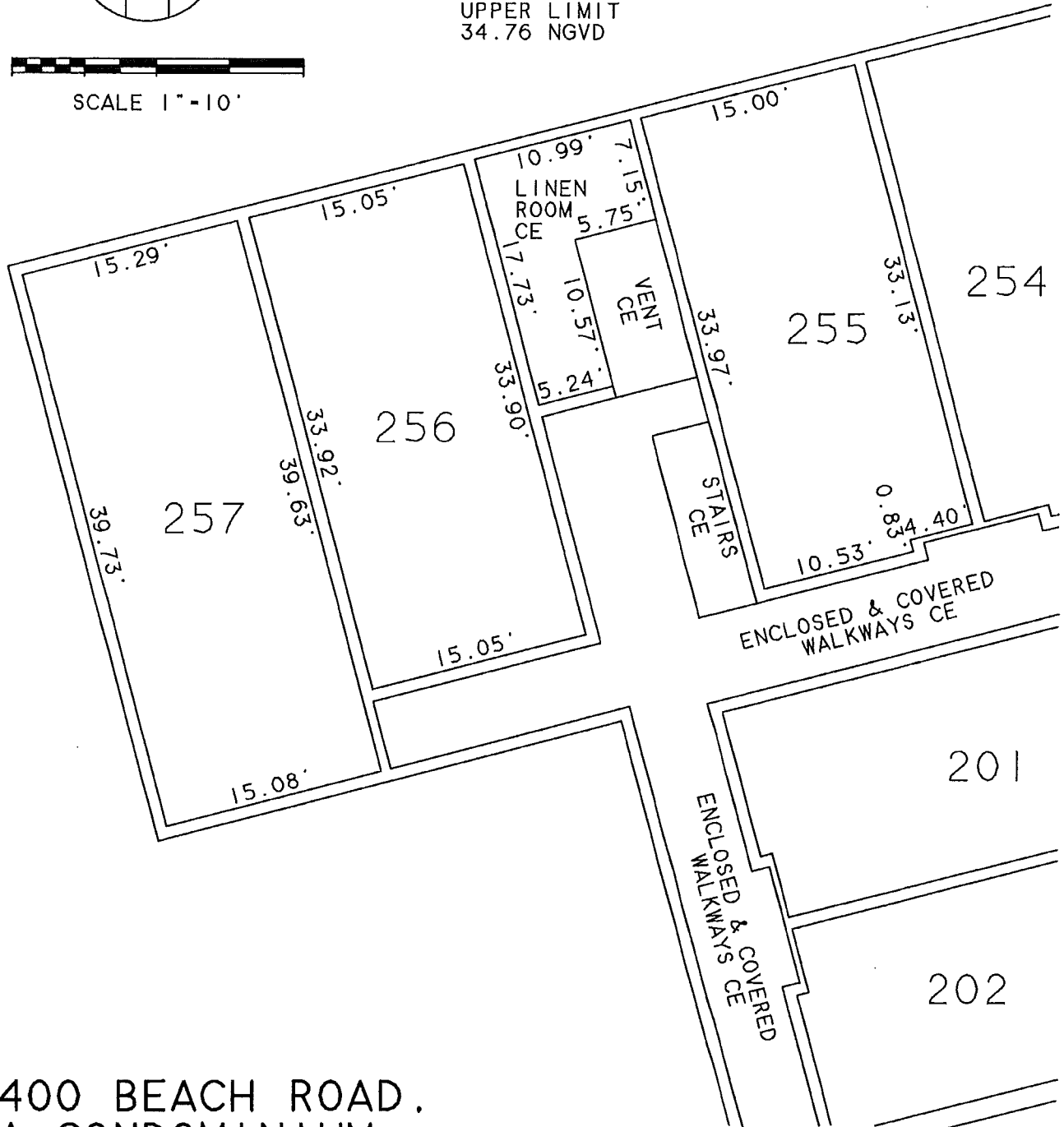
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SCALE 1"=10'

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UPPER LIMIT
34.76 NGVD

SHEET
OF SHEETS

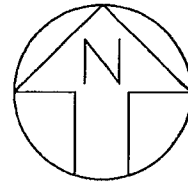


400 BEACH ROAD. A CONDOMINIUM

LEGEND
CE - COMMON ELEMENT
LCE - LIMITED COMMON ELEMENT

DAVID M. JONES
 PROFESSIONAL SURVEYOR & MAPPER
 (772)567-9875 2266 CORTEZ AVENUE
 (772)567-9172FAX VERO BEACH, FL 32960

SHEET
OF SHEETS



SCALE 1" = 10'

FINISH FLOOR
(LOWER LIMIT)
6.72 NGVD
UPPER LIMIT
16.66 NGVD

STORAGE
CE

ENCLOSED
WALKWAYS
CE

29.40'

2.48'

2.26'

33.07'

30.15'

12.17'

12.84'

ELECTRICAL
ROOM
CE

12.14'

13.47'

30.18'

22.85'

STAIRS
CE

40.47'

MAINTENANCE
SHOP
CE

SERVICE
ELEVATOR
CE

LOADING
DOCK
CE

8.00'

14.33'

14.40'

8.00'

23.46'

15.17'

12.62'

11.95'

8.00'

6.96'

11.95'

11.95'

15.17'

13.23'

11.90'

15.10'

400 BEACH ROAD. A CONDOMINIUM

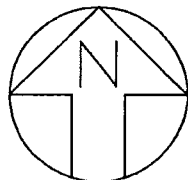
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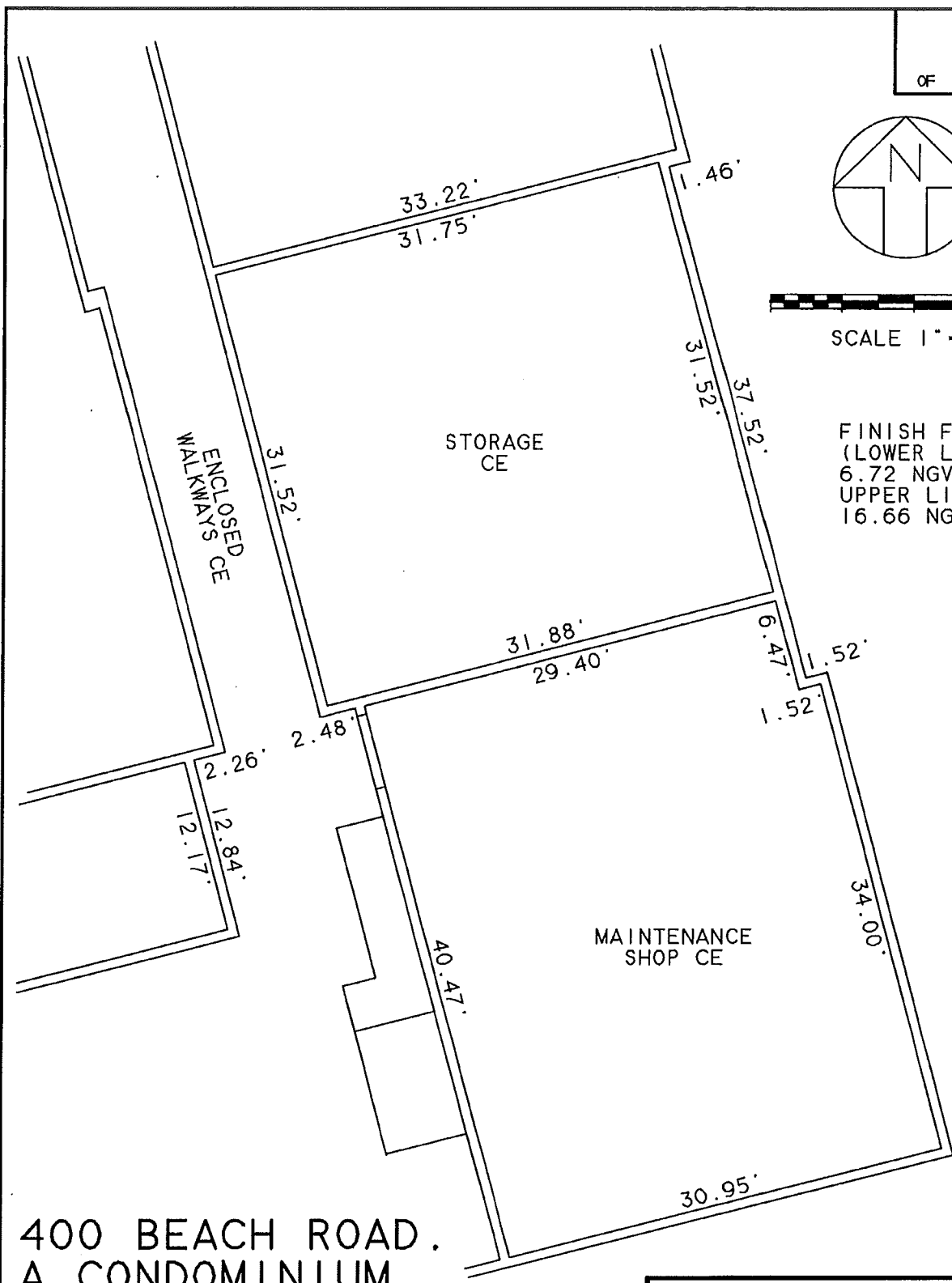
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FINISH FLOOR
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UPPER LIMIT
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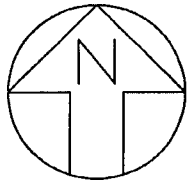


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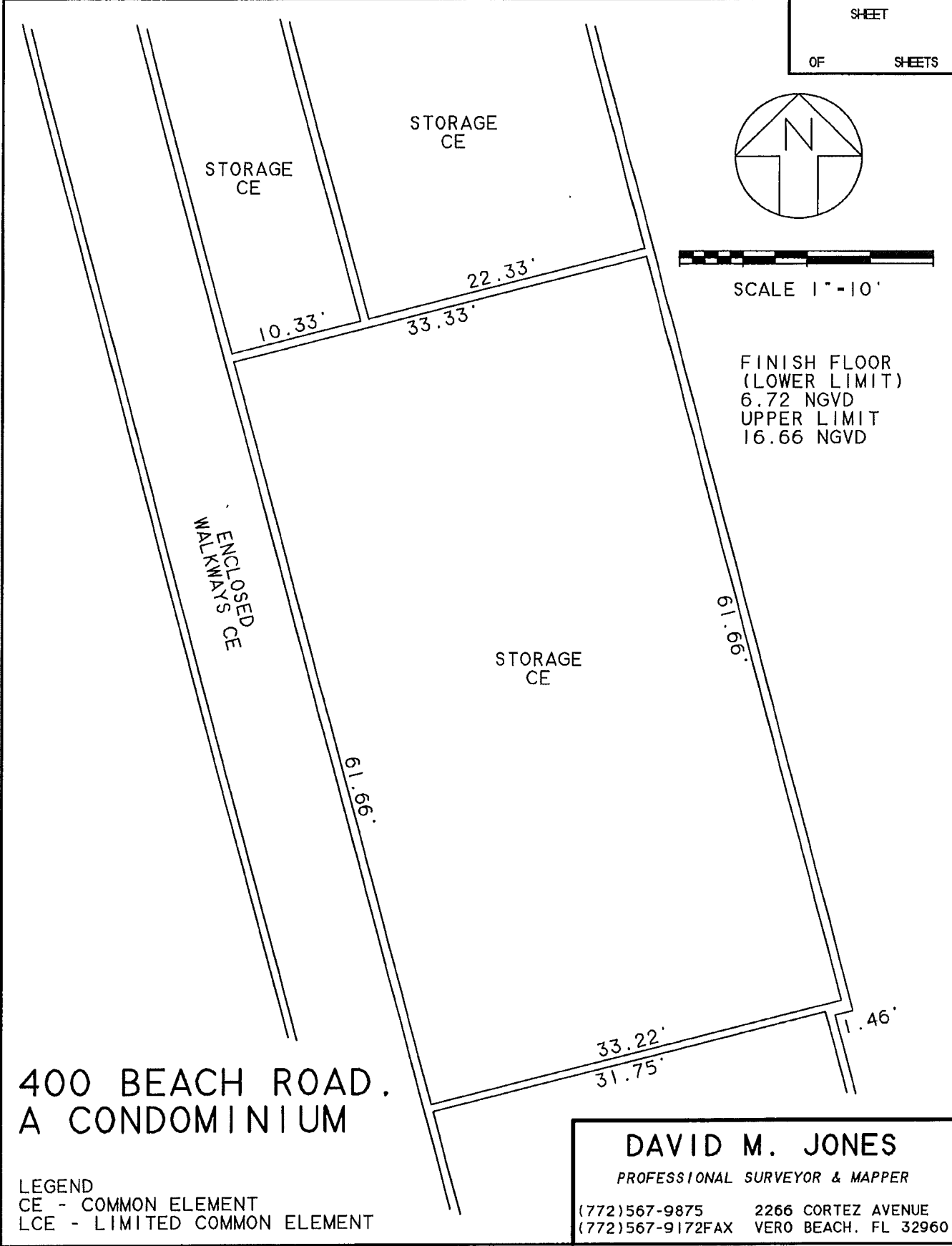
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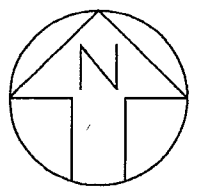


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SHEET
OF SHEETS



SCALE 1" = 10'

STORAGE
CE

30.77'

33.41'

22.42'

ENCLOSED
WALKWAYS
LCE

10.32'

11.67'

11.67'

STORAGE
CE

10.33'

10.33'

48.30'

STORAGE
CE

48.30'

35.96'

STORAGE
CE

35.96'

FINISH FLOOR
(LOWER LIMIT)
6.72 NGVD
UPPER LIMIT
16.66 NGVD

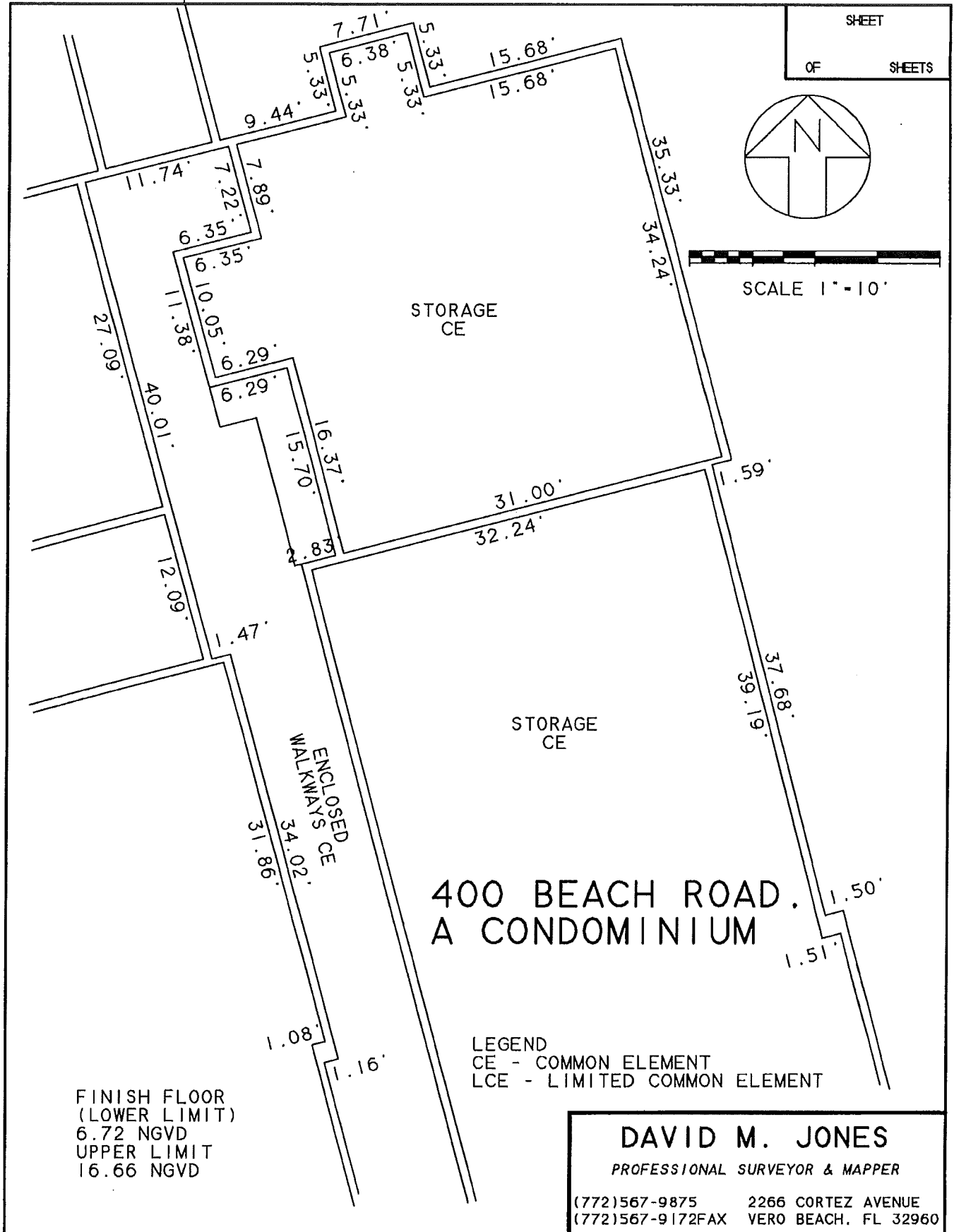
400 BEACH ROAD, A CONDOMINIUM

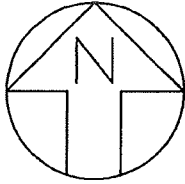
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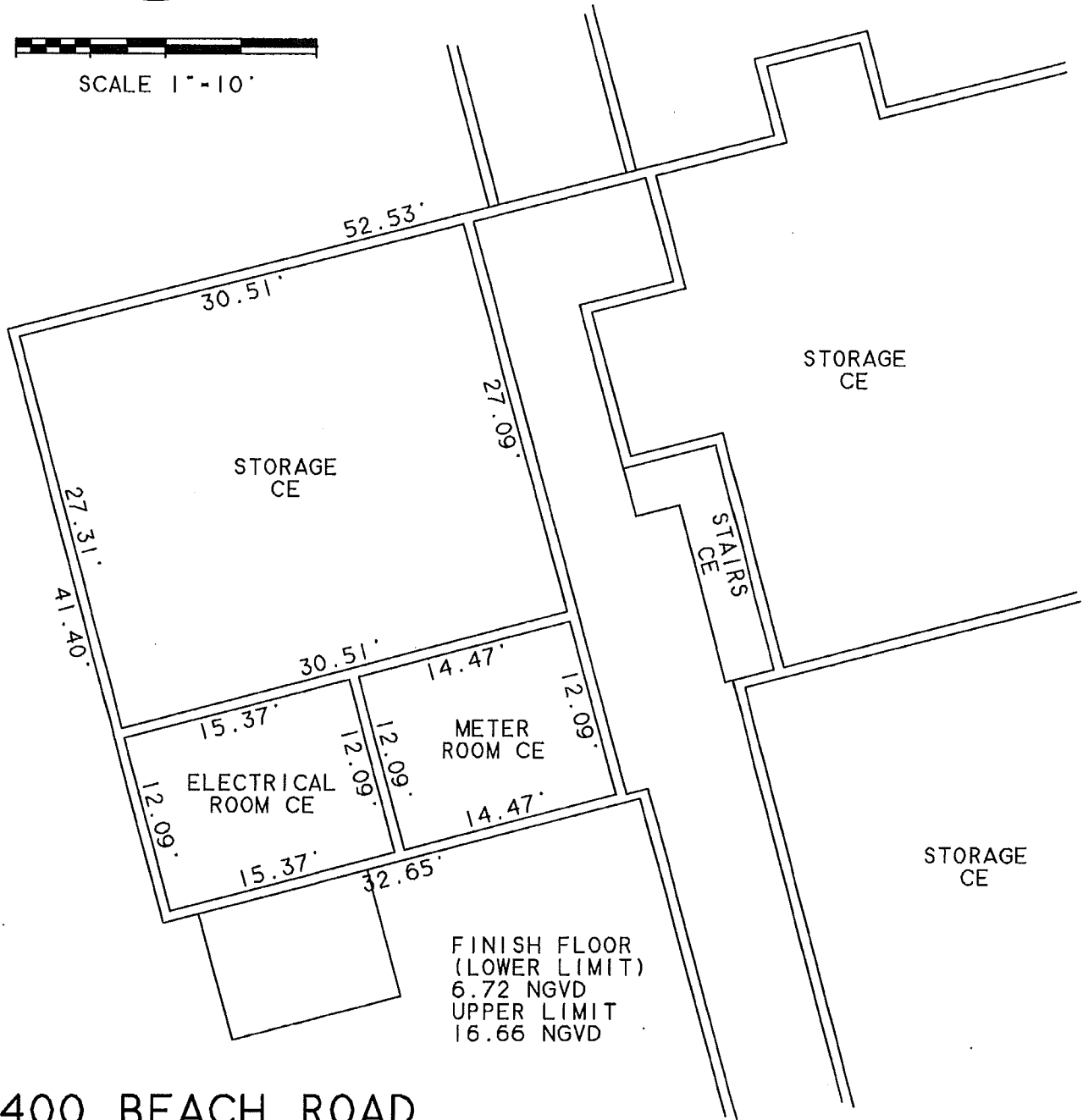
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SCALE 1" = 10'

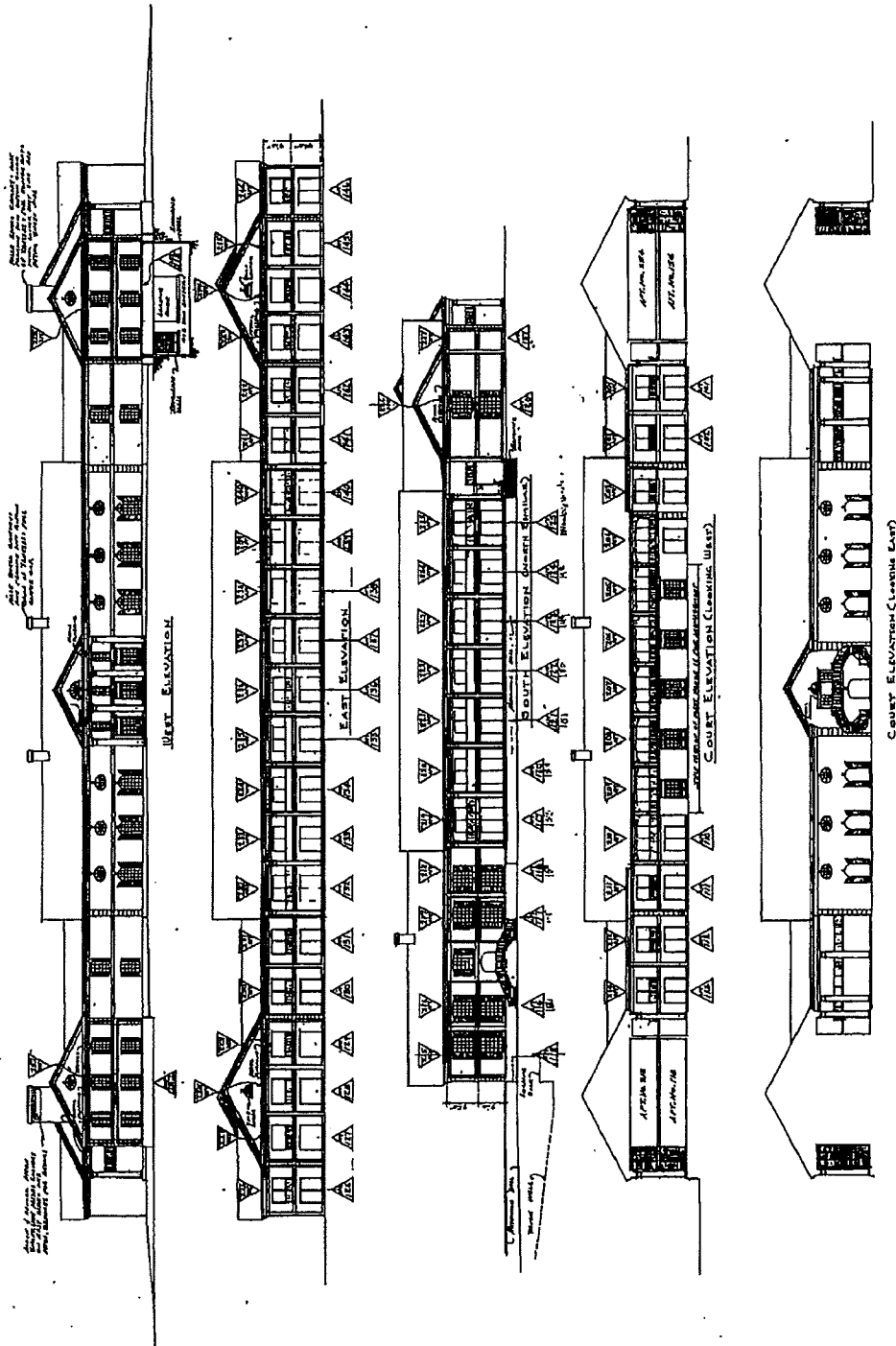
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400 BEACH ROAD

TOWN ISLAND BUILDERS JORDY'S ISLAND	JAMES E. GIBSON, A.I.A. VERO BEACH, FLORIDA
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