

AMENDED AND RESTATED
BY-LAWS
OF
400 BEACH ROAD CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of 400 Beach Road Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on February 15, 1973. 400 Beach Road Condominium Association, Inc., hereinafter called "Association," has been organized for the purpose of administering the operation and management of 400 Beach Road, hereinafter called "Condominium," a residential condominium project established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Indian River County, Florida, to-wit:

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.

(a) The provisions of these By-Laws are applicable to Condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Indian River County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling whenever the same may be in conflict herewith.

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

(c) The office of the Association shall be 400 Beach Road, Indian River Shores, Florida 32963

(d) The fiscal year of the Association shall be the calendar year, January 1 through December 31.

(e) The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation, an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

EXHIBIT D

(b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purposes of determining a quorum.

(c) The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement of a quorum, nor for any other purpose.

(d) Votes may be cast in person or by proxy. Proxies may be emailed or mailed to the Secretary of Association. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

(e) Approval or disapproval of a Unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units, represented at any duly called members' meeting at which a quorum is present, shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The Annual Members' Meeting shall be held at the John's Island Club in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

(b) Special Members' Meetings shall be held whenever called by the President or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of the Units.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association in absence of said officers, to each member, unless waived in writing, such notice to be written, printed or emailed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed, presented personally or emailed to each member within said time. If emailed, notice shall be deemed to be properly given when sent with no notice of mail undelivered to the email address appearing on the records of Association. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Such mailing shall be given by the Affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular

purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(d) The order of business at Annual Members' Meetings' Meeting and, as far as practical, at any other members' meeting, shall be:

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

4. BOARD OF DIRECTORS

(a) The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association.

(b) Election of Directors shall be conducted in the following manner:

(i) All members of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association.

(ii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors.

(iii) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(iv) At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for

the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

(v) Within 90 days after being elected or appointed to the board, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, within 90 days after being elected or appointed to the board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification or educational certificate for inspection by the members for 5 years after a director's election. Failure to have such written certification or educational certificate on file does not affect the validity of any board action.

(c) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and at such time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

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

(e) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than ten (10) days' notice of a meeting shall be given to each Director, personally, by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

(f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(g) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at

the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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

(i) Directors' fees, if any, shall be determined by the members.

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

(i) To make, levy and collect assessments against members and members' Unit to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

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

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

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

(v) To approve or disapprove proposed purchasers and lessees of Units in the manner specified in the Declaration of Condominium;

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

(vii) To contract for the management of the Condominium, and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the

Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

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

(ix) To pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenance thereto, and to assess the same against the members against their respective Units subject to such liens;

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

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

(xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Condominium.

(k) Any one or more of the members of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the Units in the Condominium, at any Special Meeting called for such purpose, or at the Annual Meeting.

5. OFFICERS

(a) The Executive officers of the Association shall be a President, who shall be a Director, a Treasurer, a Secretary, and such other assistants or vice officers as the Board of Directors may determine, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

(c) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have the custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President.

(d) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rills and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(e) The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

6. FISCAL MANAGEMENT

The provision for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set for accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(i) Common expense budgeted, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Property and Limited Common Property, landscaping, walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and

(ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be available to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be available to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall the delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

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

(d) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to the By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Director, or by members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

(c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than seventy (70) Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Indian River County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.


(d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the 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 the Association at or prior to such meeting.

The foregoing were adopted as the By-Laws of 400 Beach Road Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the meeting of the Board of Directors on the 19th day of May, 2014

Approved:



President



Secretary

This instrument was prepared by :
Matthew G. Brenner, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

DOCUMENTARY STAMPS
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NOTE \$

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA:

RECORD AND RETURN TO:
Lawrence A. Barkett, P.A.
2175 20th Street
Vero Beach, FL 32960

JEFFREY K. BARTON, CLERK
INDIAN RIVER COUNTY

COPY

GRANT AND DECLARATION OF ENCROACHMENT EASEMENT

THIS GRANT AND DECLARATION OF ENCROACHMENT EASEMENT, made and executed this 5th day of February, 1997 by Helen E. Barr f/k/a Helen E. Bahl n/k/a Helen E. Stone, whose address is One Johns Island Dr., Vero Beach, FL 32963 and 400 Beach Road Condominium Association, Inc., whose address is 400 Beach Rd Vero Beach, FL 32963 (Stone and 400 shall be collectively referred to as "Grantor") to and in favor of the 450 Beach Road, A Condominium, Inc., whose address is 1 Turtle Beach Rd., Vero Beach, FL 32963 (hereinafter referred to as "Grantee").

COPY

WITNESSETH

WHEREAS, Helen E. Barr f/k/a Helen E. Bahl n/k/a Helen E. Stone is the owner in fee simple of certain real property located in Indian River County, Florida, more particularly described as follows:

The South 35 feet of the following described property:

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.

(hereinafter referred to as the "Easement Area"), and

WHEREAS, 400 Beach Road Condominium Association, Inc is the owner of a leasehold interest in the Easement Area, and

WHEREAS, Grantee is the owner in fee simple of certain real property located adjacent to and to contiguous to the above described Easement Area; and

WHEREAS, Grantor, as fee simple owner and tenant of the Easement Area, desires to create

EXHIBIT E

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and grant an easement over, upon and across the Easement Area to allow Grantee to maintain and repair that portion of Grantee's common area improvements ("Improvements") including a wooden dune crossing, a transformer pad, concrete air conditioning pad, drains, cable television, pedestals, a pool wall, a pool deck, a concrete wall and hedges and shrubbery which encroach onto the Easement Area from the Benefited Property, upon certain terms and conditions more particularly set forth below.

NOW THEREFORE, for and in consideration of the foregoing premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby create, grant, convey and declare to exist the following easements and rights of use and by its acceptance hereof Grantee hereby agrees as follows, to wit:

I. EASEMENT Grantor hereby declares, creates, grants, conveys and imposes, for the benefit of the Benefited Property and every person who shall now or hereafter be a fee simple owner of the Benefited Property or any portion thereof, a perpetual non-exclusive easement, upon, across and through the Easement Area to use, maintain and repair the Improvements which encroach onto the Easement area from the Benefited Property, and to enter upon the Easement Area for the purpose of inspecting, maintaining and repairing the Improvements, all on the terms and subject to the conditions hereinafter set forth.

II. MAINTENANCE OF THE EASEMENT AREA The Grantee, as owner in fee simple of the Benefited Property, shall be responsible for and by its acceptance hereof hereby agrees to perform all maintenance, lawn care, hedge care, and all other repair and maintenance activities necessary or required in order to keep and maintain the Easement Area and the Improvements therein in good order and repair and in compliance with all applicable governmental requirements. In the event that Grantee does not make such maintenance or repairs within fifteen (15) days of Grantee's receipt of written notice from Grantor of the need for such maintenance or repairs, Grantor may, at its option, make such repairs for Grantee and Grantee shall reimburse Grantor for the costs of such maintenance or repairs within ten (10) days of Grantee's receipt of a written request for reimbursement from Grantor.

III. INDEMNIFICATION AND REPAIR BY GRANTEE Grantee hereby agrees that it will indemnify and hold harmless Grantor and Grantor's successors and assigns from any and all losses, damages, suits, actions, judgments, claims and demands whatsoever, including reasonable attorneys' fees, costs and expenses at all trial and appellate levels, arising from, out of, or occasioned by the acts or omissions of Grantee or its agents, employees, licensees, or invitees in connection with the exercise of the easement rights granted hereunder, including, but not limited to, any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property. In the event that Grantee, its employees, agents or contractors cause damage to the Easement Area, or any of Grantor's improvements located in the Easement Area in the exercise of the easement rights granted herein, Grantee agrees to restore the property or improvements so damaged to its original condition.

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IV. **MISCELLANEOUS.** With or without specific reference thereto, the conveyance of an interest in any portion of the Easement Area and the Benefited Property shall be subject to the respective burdens and benefits of the easement hereby created and granted to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. Notwithstanding anything to the contrary hereinabove set forth, the creation of the easement for which provisions are hereinabove made shall not be construed in such fashion as to preclude Grantor, its successors and assigns, from dedicating or conveying all or any portion of the Easement Area to any third party for such purposes as Grantor may desire, provided that such conveyance or dedication does not unreasonably interfere with Grantee's use of the Easement Area as provided herein. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Benefited Property and the Easement Area, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them

V. **ATTORNEYS' FEES.** In the event that it shall become necessary for any of the parties hereto or their successors or assigns to institute legal proceedings to enforce any provision hereof, the prevailing party in any such proceedings shall be entitled to recover, in addition to any damages or other relief granted as a result of such proceedings, all costs and expenses of such proceedings and its reasonable attorneys' fees, at both the trial and appellate levels.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written

Signed, sealed and delivered in the presence of.

"GRANTOR"

HELENE BARRICK/a HELENE BAHL n/a
HELENE STONE

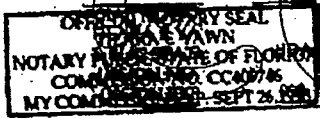
Tilasa E. Yawn
Name: Tilasa E. Yawn

Helene Stone

Marilyn C. Favis
Name: MARILYN C. FAVIS

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 13th day of December, 1996, by Helen E. Barr *n/k/a* Helen E. Bahl *n/k/a* Helen E. Stone. She is ~~personally known to me~~ or has produced _____ as identification and did ~~(not)~~ take an oath.



COPY
Notary Public
My Commission Expires Sept 26, 1998

Signed, sealed and delivered in the presence of:

"GRANTOR"

400 BEACH ROAD CONDOMINIUM ASSOCIATION, INC., a Florida corporation

Name: _____

Name: _____

By: President

ATTEST:

By: _____
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

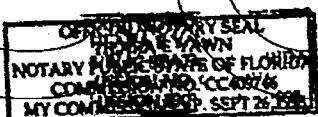
The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____ as President, and by _____ as Secretary of 400 Beach Road Condominium Association, Inc. They are personally known to me or have produced _____ as identification and did ~~(not)~~ take an oath.

Notary Public
My Commission Expires _____

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STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 13th day of December, 1996, by Helen E. Barr ~~or~~/a Helen E. Bahk/k/a Helen E. Stone. She is personally known to me or has produced _____ as identification and did (not) take an oath.



Signed, sealed and delivered in the presence of:

Rose M. Hogrebe
Name: ROSE A. Hogrebe
Barbara L. Stone
Name: Barbara L. Stone

Juliana E. Yus
Notary Public
My Commission Expires: Sept 26, 1998

"GRANTOR"

400 BEACH ROAD CONDOMINIUM ASSOCIATION, INC., a Florida corporation

M. E. J. O'Loughlin
By: M. E. J. O'Loughlin
President

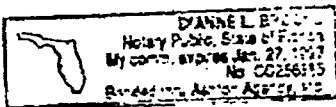
ATTEST:

Jean V. Ewing
By: Jean V. Ewing
Secretary Jean V. Ewing

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 23 day of January, 1997, by M. E. J. O'Loughlin as President, and by Jean V. Ewing as Secretary of 400 Beach Road Condominium Association, Inc. They are personally known to me or have produced _____ as identification and did (not) take an oath.

Dannel B. ...
Notary Public
My Commission Expires _____



JR1139PC1025

Signed, sealed and delivered in the presence of:

"GRANTEE"

450 BEACH ROAD, A CONDOMINIUM, INC., a Florida corporation

[Signature]
Name: RICHARD S. LANAHAN
[Signature]
Name: DIANE L. BRECKS

[Signature]
By: H. EDWARD PREIN
President

ATTEST

[Signature]
By: KENNETH W. AKESON
Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 1997, by H. Edward Prein, as President, and by Kenneth W. Akeson, as Secretary of 450 Beach Road, A Condominium, Inc. They are personally known to me or have produced as identification and did (not) take an oath

[Signature]
Notary Public
My Commission Expires: 4/25/98

COPY
PATRICIA F. CHERRY
Notary Public
State of Florida
My Comm. Expires
April 25, 1998

OR 139PG 1026