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RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
LIMITATIONS FOR OCEAN COLONY**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND LIMITATIONS FOR OCEAN COLONY (hereinafter referred to as the "Declaration"), is made as of this 16th day of July, 1993, by SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter referred to as either "Declarant" or as "Developer").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner in fee simple of that real property more particularly described on EXHIBIT "A" attached hereto and incorporated herein by reference, located in Indian River County, Florida, and known as Ocean Colony (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant desires to subject said Property to the provisions of this Declaration and to create on the Property a residential community of single family residences on all or part of the Property described in EXHIBIT "A"; and

WHEREAS, the Declarant desires to create a harmonious and attractive development on the Property; and the Declarant desires to provide a flexible and reasonable method for the administration, operation, maintenance, and development of such Property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes of protecting the value, attractiveness, and desirability of the Property the Declarant hereby declares that all of said Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, restrictions, and limitations, which shall run with the Property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof, as hereinafter defined, and to the Declarant, as more particularly provided hereunder.

ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership, its successors and assigns.

Section 2. "Association" shall mean and refer to OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 3. "Property" shall mean and refer to the real property described on EXHIBIT "A" attached hereto and incorporated herein by reference.

Section 4. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of any Lot which is part of the Property. Owner shall include Declarant as to each and every Lot owned by Declarant.

Section 5. "Common Area" shall mean all of the portions of the Property now or hereafter owned by the Association for the common use and enjoyment of each Owner. At the time of the conveyance of the first Lot by the Declarant, the Common Area to be

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owned ultimately by the Association is as set forth on the Plat recorded in Plat Book 13, at Pages 100 and 100A, public records of Indian River County, Florida, less and except the individual Lots shown thereon and shall further include all other portions of the Property not subdivided into individual platted Lots. The subdivision, as described herein and to which this Declaration applies, is referred to herein as either "Ocean Colony" or as "Ocean Colony Subdivision."

Section 6. "Lot" shall mean a portion of the Property intended for any type of separate, independent ownership and residential use.

Section 7. "Easements" shall mean that portion of the Property including Lots or portions thereof, which have heretofore or which may hereafter be set aside by the Declarant for the limited or common use of the Declarant, Owners, their invitees, guests, successors or assigns for ingress, egress, utilities, water sewer, lighting, drainage, or otherwise and for all purposes related to Ocean Colony or as may be indicated on any plat filed among the Public Records of Indian River County, Florida.

Section 8. "The Ocean Colony Property Owners' Association, Inc." or "Association" shall mean and refer to The Ocean Colony Property Owners' Association, Inc., a Florida not-for-profit corporation, which corporation has been formed for the primary purpose of enforcing the covenants, conditions, restrictions and limitations contained herein and whose membership shall be comprised of all Owners of the Lots in Ocean Colony.

Section 9. "Architectural Review Board" (hereinafter referred to as "ARB") shall mean and refer to a board of members initially appointed by the Declarant and subsequently appointed by the Board of Directors of the Association for the primary purpose of assuring that all Owners of Lots improve and maintain the said Lots and all structures located thereon in conformity with restrictions, covenants and architectural requirements described herein and in any related documents created by Declarant.

Section 10. "Structure" shall mean any thing or object (other than trees, shrubbery and other landscaping) the placement of which upon any Lot may affect the appearance of such Lot including but not limited to any building or part thereof, garage, porch, balcony, shed, greenhouse, bathhouse, barbecue pit, patio, swimming pool, television or radio antenna, clotheslines, fence, curbing, paving, wall, recreational facilities, lawn decorative objects including but not limited to statues and tables, living quarters of any nature or any other temporary or permanent improvements to such Lot and any excavation, fill, ditch, dune or other thing or device which affects or alters the natural flow of surface water from or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

Section 11. "Member" shall mean any Owner.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

The Property, which is owned by the Declarant and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Indian River County, Florida, and is legally described on EXHIBIT "A" attached hereto and incorporated herein by reference.

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**ARTICLE III
PROPERTY RIGHTS**

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) the right of the Association to limit the number of guests and/or invitees of Owners utilizing Common Areas.

(b) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional property to be added to the Common Area, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any loan a mortgage pledging and encumbering all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant or any Owner, or the holder of any mortgage, irrespective of when executed or recorded, given by Declarant or any Owner encumbering any Lot located within Ocean Colony.

(c) the right of the Association to suspend the voting rights and right to use the facilities or any portions thereof, if any, of an Owner for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction of any Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.

(d) the right of the Declarant, its successors or assigns, to grant easements or rights-of-way in and to the Common Area contained within the Property to any public agency, authority or utility for such purposes as benefit only the Property or portion thereof and Lots contained therein;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be approved by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed and voted upon by the number of voting interests required in the Articles of Incorporation and By-Laws of the Association and unless all lenders that hold mortgages encumbering Lots or any other property in Ocean Colony have joined in and consented to such dedication or transfer;

(f) the Articles of Incorporation and By-Laws of the Association and any Rules and Regulations adopted by the Association, as the same may be altered or amended from time to time; and the dedications on the plat of Ocean Colony.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association said Owner's right of enjoyment to the Common Area and facilities to the members of said Owner's family, tenants, other social invitees and contract purchasers who reside on the Property.

Section 3. Owner's Right of Ingress, Egress, and Support. Each Owner shall have the right of ingress and egress over, upon and across the Common Area necessary for access to said Owner's Lot and shall have the right to lateral support for said Owner's Lot and such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Regulation of and Use of Lots. Except as provided hereinbelow, each Lot shall be used for residential purposes only.

Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant so long as the lease is in compliance with the rules and regulations as may be promulgated by the Board of Directors. Any lessee or tenant is and shall be in all respects subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. No specific lease provision to this effect is required, and any such lessee or tenant is charged with notice of this provision and the Declaration, generally. Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive or offensive activity, or any activity constituting a nuisance shall not be carried on in any Lot or in the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings at law and/or in equity to abate such activity. Each Owner shall refrain from any act or use of said Owner's Lot which could reasonably cause embarrassment, discomfort, or annoyance to any other Owner. The Board of Directors of the Association is hereby granted and shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Notwithstanding the above, the following supplemental and additional covenants, conditions and restrictions, also enforceable by the Board of Directors of the Association, shall apply, as follows:

(a) The Property subject to these Covenants and Restrictions may be used for the residential living units of one (1) family and for no other purpose. No business or commercial building may be erected on any Lot and no business of any kind or variety, including garage sales, may be conducted on any part thereof. No building, structure, or other improvement shall be erected upon any Lot without prior ARB written consent and approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided, or reduced in size. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat of Ocean Colony.

(b) No tents, trailers, vans, shacks, storage buildings, communication devices, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without prior written approval and consent of the ARB.

(c) No aerial, antenna, satellite discs or dishes, or solar panels or units shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building or improvement in Ocean Colony. All antennas must be of a concealed type installed within attic areas.

(d) No trucks, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, except service or construction companies using trucks in the normal course of their business in constructing improvements on the Property after prior written ARB approval of and consent to the same, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, or within any garage, except in an emergency situation.

(e) No tree or shrub, the trunk of which exceeds two (2) inches in diameter shall be cut down or otherwise destroyed without the prior express written approval and consent of the ARB.

(f) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion

of any Lot, without prior written approval and consent of the ARB. Any landscape or other exterior lighting shall be subject to the prior written approval and consent of the ARB, as hereinafter provided.

(g) No automobile garage shall be converted to other use. No carports shall be permitted, and all interiors of garages shall be at least twenty-four (24) feet wide by twenty-two (22) feet deep. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

(h) No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on the Lot.

(i) A detailed landscaping plan for each Lot must be submitted to and be approved by the ARB, as hereinafter provided.

(j) Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any other Owner or to the Association. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

(k) No sign of any kind shall be displayed to the public view on any Lot except for the following:

(1) Signs erected by the Declarant relating to the sale of improved or unimproved Lots.

(2) Signs having received prior written approval and consent of the ARB.

(l) No animals, birds, or fowl shall be kept or maintained on any part of the Property except dogs, cats, and pet birds, which must be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purposes. All pets must be kept under control, and under leash at all times if off the Lot of the Owner, and must not become a nuisance.

(m) There shall be no change in the topography of the Lot either for construction or landscaping without the prior written approval and consent of the ARB.

(n) No window or wall air conditioning units shall be permitted. All exterior pumps, motors, compressors, tanks, or similar mechanical devices shall be properly screened from view by such means as shall be approved in writing prior to installation by the ARB.

(o) No time sharing, interval ownership, or other similar division of the fee simple ownership of any Lot or any single family dwelling erected thereon shall be permitted. However, this provision shall not prevent the leasing of any single family dwelling to a tenant for normal single family residential purposes.

(p) Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street nor from adjoining Lots.

(q) No unsightly material or growths shall be permitted to remain or grow upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep said Owner's Lot free of unsightly materials or refuse piles or unsightly growths or objects, then the Association

without prior notice being required may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. The expense of such removal, as required hereunder, shall be due from the Owner and shall be added to the assessments due from such Owner.

Furthermore, each and every Lot during any construction period shall be maintained in an orderly condition. In the event the Association determines that a Lot during any period of construction on the said Lot is not being maintained in an orderly condition, the Association may enter upon the Lot and remove any object or correct any condition that the Association in its discretion believes has created a disorderly condition on the Lot.

Prior to the commencement of any construction on any Lot within Ocean Colony and no later than the time at which application is made for a building permit to commence construction on any said Lot, the Owner shall deposit with the Association the sum of One Thousand and No/100 (\$1,000.00) Dollars (hereinafter referred to as the "Construction Deposit"). The Construction Deposit shall be held by the Association in a non-interest bearing account. The purpose of the Construction Deposit is to serve as a source of funds out of which the Association in its discretion may pay costs of repairs and maintenance, which have either directly or indirectly resulted from the construction on the Lot for which the Construction Deposit has been delivered to the Association. Each and every Owner does by virtue of the ownership of any Lot give and grant to the Association full right, power, and authority to utilize and disburse the Construction Deposit as the Association deems appropriate. Moreover, the Association has the right, power, and authority at any time during any construction period to require additional monies be paid by an Owner to the Association, as the Association may so establish if the Construction Deposit has been exhausted; the additional monies shall be only so much as is reasonably necessary in the discretion of the Association to satisfy the anticipated cost of repairs and maintenance throughout the remaining period of construction. The obligation to pay such additional monies to the Association shall be equivalent to the obligation of an Owner to pay maintenance assessments, as set forth in Article VIII, Section 6 hereof, with full rights held by and reserved unto the Association to collect said additional monies in the manner specified in Article VIII, Section 6 hereof, including but not limited to the filing of a claim of lien and foreclosure of the same. The Association shall return to the Owner the Construction Deposit at the time of the issuance of a Certificate of Occupancy for the construction on the Lot for which the Construction Deposit was delivered to the Association, less any monies deducted therefrom by the Association pursuant to this provision.

(r) An Owner of a respective Lot shall be directly financially responsible to the Declarant, and to the Owner of any abutting Lot, and to the Association for damage to the utilities, sewer, water, landscape materials, sod and drainage systems installed by the Declarant resulting from the actions of said Owner or contractors furnishing labor or materials to or for said Owner. In the event the Declarant or the abutting Owner or Association must repair or replace any utilities, including sewer, water, drainage system, electrical, telephone lines, sod, landscaping materials, sidewalks, paving, shrubbery, trees, fences, or other improvements as a result of the actions of any Owner or contractor furnishing labor or materials to or for the benefit of said Owner, then in that event, said Owner shall pay for the cost of said repair or replacement including labor and materials; and such cost shall bear interest at the maximum legal rate allowed by the law in the State of Florida from the date of the expenditure for said replacement or repair. In the event the Association advances funds on behalf of said Owner for repair and replacement of said damaged property, said amount together with interest, court costs and

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attorneys' fees shall be included in the lien rights as set forth in this Declaration.

(s) No motorcycles, mopeds, go carts or other two (2) or three (3) wheeled motorized vehicles shall be permitted on the Property.

Section 5. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Property. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such rules and regulations shall be binding upon the Owners, their families, as the case may be, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board or in a regular or special meeting by the vote of members holding a majority of the total votes in the Association. The Board shall have the authority to impose reasonable monetary fines and other sanctions as may be provided in this Declaration, and monetary fines may be collected by lien and foreclosure as provided herein.

Section 6. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant and any person or entity designated by Declarant to maintain and carry on, during the period of construction and/or sale of the Lots, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction upon or sale of such Lots and residences, including, but without limitation, business offices, signs, model facilities; and activities shall include specifically the right to use residences owned by Declarant or by any person or entity designated by Declarant as models and/or sales offices.

Section 7. Easements for Utilities, Etc. There is hereby reserved the power to grant specific or blanket easements upon, across, over and under all of the Common Area for the development of the Property and/or for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, security and similar systems, and all utilities, including but not limited to water, sewers, drainage, cable television, telephones and electricity. The Board of Directors shall, upon written request, grant such easements as may be reasonably necessary for the development of any portion of the Property made subject to this Declaration. By virtue of any such easement, it shall be expressly permissible of the providing utility company or other supplier of service to erect and maintain the necessary poles and other utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences. It is the intention of the Declarant to install underground utilities in the subdivision. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on any portion of the said Property except as may be approved by the Association's Board of Directors or as provided herein. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on any portion of the said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement affecting the Property.

Section 8. Storm Drainage and Sanitary Sewer Systems. Storm drainage systems and sanitary sewer systems may be located under certain Lots throughout the Property. Any such storm drainage and sanitary sewer systems shall be maintained in good order and repair by the Association unless dedicated to and accepted by any private utility or public authority. To the extent required to effectuate

the foregoing plan, there shall be an easement in favor of each Lot for the purpose of providing connection of that Lot with the storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to easements in favor of all of the other Lots providing for the passage through any portion of such Lot of necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not materially interfere with the use, occupancy or enjoyment of all or any part of the Lot subject to such easements or to which such easements are appurtenant.

Section 9. Title to Common Area. The Declarant may retain legal title to all or any part of the Common Area for so long as the Declarant owns at least one (1) Lot in Ocean Colony. On or before the conveyance by the Declarant of the last Lot that Declarant owns in Ocean Colony, the Declarant shall convey any or all of the Common Area still owned by the Declarant to the Association subject to: restrictions, easements conditions, limitations, and reservations of record; all applicable zoning codes; and real estate taxes for the year in which the Common Area is conveyed to the Association. The Association shall also bear the costs and expenses of the conveyance of the Common Area by the Developer, including but not limited to the recording fees and transfer taxes. During the time that the Declarant may own any Common Area, the Association shall and is hereby charged with maintaining, repairing, and insuring any improved Common Area.

Section 10. Right of Entry. The Association and the Association's officers, directors, employees, and agents may enter upon any Lot in Ocean Colony at any time in order to remedy a violation of these Covenants and Restrictions. It shall not be necessary for the Association prior to such entry to remedy such a violation to obtain first an injunction or other judicial remedy. Furthermore, such entry by the Association or the Association's officers, directors, agents, or employees shall not be deemed or considered a trespass.

**ARTICLE IV
MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS; COMPENSATION**

Section 1. Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot within the Property that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot. In the event that a Lot is owned by more than one (1) party, votes and rights of use and enjoyment may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot (subject to Section 2 below).

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be owners of single family Lots in Ocean Colony who are subject to assessment by the Association. Each Class A member shall have one (1) vote per Lot.

Class B. The sole Class B member shall be the Declarant, or its successors and/or assigns (as defined in Article I). The Class B member shall be entitled to thirty-one (31) votes for each vote the Declarant would be entitled to receive as a Class A member

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owning a Lot in Ocean Colony. Thus, for each Lot owned by Declarant, Declarant shall receive thirty-one (31) votes.

Section 3. Board of Directors Compensation. No member of the Board of Directors of the Association shall receive any compensation for services rendered in such capacity.

ARTICLE V
MAINTENANCE

Section 1. Owner's Responsibility. All maintenance of any particular Lot unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner of such Lot and/or Residential Unit. No Owner shall (i) decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the ARB, or (ii) do any work which, in the reasonable opinion of the ARB would jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case the unanimous, prior written consent of all the other Owners.

Further, each Owner shall maintain in good repair all above ground improvements and landscaping within the Lot and any easement areas located thereon.

Section 2. Association's Responsibility. Except as may be otherwise provided herein, the Association shall maintain and keep in good repair the Common Area, which responsibility shall be deemed to include, but not be limited to, (1) the maintenance and repair of such utility lines, pipes, wires, glass, conduits, and systems which are a part of the Common Area and (2) maintenance, repair or otherwise of all of the Common Area. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair, and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense of all trees, fences, shrubs, grass, streets, parking spaces, walks and other improvements situated upon the Common Area, if any, and (3) insurance provided for herein.

Section 3. Owner's Responsibility. In the event that the Board of Directors of the Association determines that : (1) any Owner has failed or refused to discharge properly said Owner's obligations with regard to the maintenance, repair, or replacement of items for which said Owner is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of any Owner, said Owner's family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then in such event the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair, or replacement. If any Owner does not comply with the foregoing provisions of this Section 3, hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot owned by such Owner. Such lien shall be enforceable by the Association, as set forth herein.

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ARTICLE VI
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain and maintain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have personal injury and property damage combination single limit coverage of at least One Million and No/100 (\$1,000,000.00) Dollars. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face value of the policy in determining whether the insurance equals at least the full replacement cost. The Board of Directors of the Association shall have the authority to increase the minimum insurance requirements in its sole discretion.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the improvements on the Common Area covered by insurance written in the name of the Association damaged or destroyed for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a residence on a Lot and may be enforced by such mortgagee.

(b) If it is determined as provided for in Paragraph 3 of this Article that the improvements on the Common Area covered by insurance written in the name of the Association damaged or destroyed for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) above.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the improvements on the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged property.

(b) Any such improvements on the Common Area so damaged or destroyed shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association (Class A and Class B, as applicable) shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the improvements on the Common Area so damaged or destroyed shall not be repaired or reconstructed, then and in that event the damaged or destroyed property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Owners and in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited in the Association's capital improvements account, as previously described.

Section 5. Mortgages and Insurance Proceeds Application. Notwithstanding anything herein in Article VI to the contrary, the application of insurance proceeds shall be subject to the terms and conditions of any mortgage or mortgages encumbering all or any portion of the Property.

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof. The annual budget of the Association shall contain reserves for road maintenance and re-surfacing.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage the Association's affairs or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancellable upon ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer service and other common services to each Lot. The Association shall be permitted but shall not be required to contract with the Declarant for the provision of all such services which the Association is required or permitted by this Declaration to perform. It is anticipated that such contracts will be entered into when economically feasible and acceptable to both parties.

Section 3. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of any Lot and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Enforcement may include

the imposition of reasonable fines which if not paid when due shall constitute a lien as provided in this Declaration.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII ASSESSMENTS

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of residences and maintaining the Property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) annual assessments or charges, (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in accordance with other provisions herein. All such assessments, together with interest at the highest rate allowable under the laws of the State of Florida from time to time, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessments is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or party who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for said Owner's portion of each assessment coming due while said Owner is the Owner of a Lot, and said Owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors of the Association which may include, without limitation, acceleration of the annual assessments for delinquents; unless otherwise provided by such Board, the annual assessment shall be paid in quarterly installments.

Section 3. Computation. It shall be the duty of the Board of the Association, at least thirty (30) days prior to the Association's Annual Meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective at the annual meeting by a vote as required by the Articles of Incorporation or By-Laws of the Association; provided, however, that in the event the membership disapproves the proposed budget or the Board of the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a statement basis.

Section 4. Special Assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of a majority of the voting members (Class A and Class B); provided, however, that the Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the year end in which adopted.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

(a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first mortgage to an institutional lender (bank, savings and loan association, credit union, insurance company, or other financial organizations that make mortgage loans as a regular part of the business of such financial organizations); or any mortgage executed by Declarant; or any mortgage executed in favor of Declarant; duly recorded in the Public Records of Indian River County, Florida, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instruments;

(c) Any prior lien in favor of the Association.

All other persons or parties acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than twenty (20) days shall incur a late charge in an amount as the Board of Directors may determine from time to time. Interest at eighteen (18%) percent per annum shall accrue from the due date on any assessment due and not paid within twenty (20) days of the due date. The Association shall cause a notice of delinquency and demand for payment to be forwarded by certified mail, return receipt requested to any member who has not paid within twenty (20) days following the due date. If the assessment has not been paid within twenty (20) days following the due date, the Association may cause a claim of lien to be recorded in the public records and in addition the claim of lien shall include late charges, interest on the principal amount due plus the late charges at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorneys' fees incurred, subsequently accruing assessments, and any other amounts provided or permitted by law. Once recorded, the claim of lien shall continue to encumber the Lot until satisfied and released of record. In the event that the assessments remain unpaid after the filing and recording of the claim of lien, the Association may as the Board of Directors shall determine institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against said Owner personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as the foreclosure of other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same, shall be held by the Association, acting on behalf

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of the Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of said Owner's Lot. Additionally, the lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages as provided for in Section 5(b) of this Article. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot subject to a mortgage as described in Section 5(b) of this Article, pursuant to a decree of foreclosure of mortgage or deed in lieu of foreclosure of mortgage, shall extinguish the lien for such assessments accruing prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Exempt Property. The Common Area shall be exempt from all the assessments created herein.

Section 8. Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the first conveyance by the Declarant of a Lot to an Owner and shall be due and payable in a quarterly (every three (3) months) fashion and on a schedule as the Board of Directors of the Association may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

(b) Prior to turnover of Association management control by the Declarant as described herein, for so long as Declarant meets or causes to be performed the level of services required to be performed by the Association and as called for in the budget, Declarant is not required to pay any assessments on Declarant's unsold Lots. Each Owner proportionately shall bear the cost and expense of any Association budget shortfall. The Declarant may but shall have no obligation to bear the cost and expense of any Association budget shortfall.

**ARTICLE IX
ARCHITECTURAL CONTROL**

Section 1. Necessity of Architectural Review and Approval. No structure of any kind, including, without limitation, any building, fence, wall, tennis court, screen enclosure, dock, davits, water or building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications and designs shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. Furthermore, refusal of approval of design, plans, and specifications by the Association may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Association shall seem sufficient.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three designees who need not be members of the Association. The Declarant shall have the right to appoint all of the designees to the ARB or such lesser number as Declarant may choose for so long as Declarant owns at least one (1) Lot within the Property. Designees to the ARB as to whom the Declarant may relinquish the right to appoint and all designees to the ARB after Declarant no longer owns at least one (1) Lot shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business

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at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any designee thereof shall be filed by the Board of Directors of the Association, except that the Declarant, to the exclusion of such Board, shall fill any vacancy created by the death, resignation, removal or the termination of services of any designees to the ARB appointed by the Declarant, so long as the Declarant owns at least one (1) Lot.

Section 3. Powers and Duties of the ARB. The Architectural Review Board shall have the following powers and duties:

(a) **Architectural Planning Criteria.** To establish, modify and amend, from time to time, an Architectural Planning Criteria for Ocean Colony. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed for such purpose and at which a quorum is present and voting. Notice of any duly adopted modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(b) **Adoption of Initial Architectural Planning Criteria.** It is the intention of the Declarant to develop a subdivision containing harmony and consistency of construction and design in order to maintain the property values of the residences and Lots within Ocean Colony. In consequence, the Declarant has sought to define the basic design of each single family residence and the structures to be located within the subdivision in order to maintain harmony and consistency of architectural design and to maintain the value of the Lots. The Declarant has and does hereby designate and appoint the designees of the ARB, and in accordance with the duties and obligations imposed upon said Board of Directors, as stated within the Articles of Incorporation and By-Laws of the Association, the Board of Directors of the Association upon recommendation of the ARB does hereby adopt as part of these covenants, the following initial Architectural Planning Criteria:

(i) The composition, location and height of any wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any wall to be consistent with the material used in the surrounding Lots and residential units. All walls for screening of garbage areas and air conditioning and soft water conditioning equipment shall be indicated on plans submitted to the ARB. Fences or fencing shall not be permitted.

(ii) The ARB shall have final approval of all exterior color plans, and each Owner must submit to the ARB a color plan showing the color of all exterior surfaces. All colors shall be soft textured colors. The ARB shall determine whether the color plan is consistent with the surrounding areas and the color plan conforms with the natural color scheme of the overall aesthetics of Ocean Colony.

(iii) All water softeners, air conditioners, pool equipment, sprinkler system equipment, bottle gas, garbage or trash containers, and electrical transformers must be located underground or placed within screened or walled-in areas so that they shall not be visible from other Lots or streets. The method and manner of said screening must be submitted to and approved by the ARB prior

to commencement of said screening. No portion of any Lot shall be used as a drying or hanging area for any laundry of any kind. In addition to and not limiting the foregoing, air conditioner compressors and electrical transformers shall be similarly screened from view and buffered by a wall or shrubbery so as to reduce the noise level resulting from operation thereof.

(iv) All roofs will be tiled with a solid color tile. The roof tile must be of a color shade different from the residences constructed on the Lots abutting the subject Lot.

(v) All residences must be of a stucco exterior.

(vi) No residence constructed on any Lot shall contain bright or offensive colors, including but not limited to the colors of any tiles on any portion of the exterior of any residence, including on any driveway. All colors must be soft textured colors satisfactory to the ARB.

(vii) For any one-story residence, the minimum roof pitch shall be eight (8) on twelve (12). For any two-story residence, the minimum roof pitch shall be six (6) on twelve (12).

(viii) All residences shall have a minimum ground level air-conditioned floor space of two thousand five hundred (2,500) square feet, except for residences constructed on oceanfront lots, which shall have a minimum ground level air-conditioned floor space of three thousand (3,000) square feet.

(ix) All windows shall be of a casement or sash variety. There shall exist no awnings or jalousie windows.

(x) There shall exist a minimum roof overhang on all residences of eighteen (18) inches.

(xi) All driveways and walkways shall be constructed of concrete or of pavers. All concrete driveways and concrete walkways must also be trimmed with brick pavers in a decorative fashion. The brick paver design for any driveway shall be approved by the ARB.

(xii) Construction of a residence on any interior Lot in Ocean Colony shall be commenced within two (2) years from the date of the conveyance by the Developer of the Lot to the Owner. This period of two (2) years shall be applicable to any individual interior Lot, irrespective of subsequent conveyances by the original owner to subsequent Owners. Construction of any residence on any particular interior Lot shall not extend beyond a period of twelve (12) months from date of commencement of construction.

All landscaping of interior Lots shall be completed no later than the date of the issuance of the Certificate of Occupancy for the residence on any Lot.

(xiii) Construction of a residence on any oceanfront Lot in Ocean Colony shall be commenced within three (3) years from the date of the conveyance by the Developer of the Lot to the Owner. This period of three (3) years shall be applicable to any individual oceanfront Lot, irrespective of subsequent conveyances by the original Owner to subsequent Owners. Construction of any residence on any particular oceanfront Lot shall not extend beyond a period of eighteen (18) months from date of commencement of construction.

All landscaping of oceanfront Lots shall be completed no later than the date of the issuance of the Certificate of Occupancy for the residence on any Lot.

(xiv) In the event a guest house is constructed as part of a residence and the same is approved by the ARB, under no

circumstances shall such guest house be rentable as a separate home.

(xv) There shall exist no basketball hoops or standards within Ocean Colony.

(xvi) Hurricane shutters and storm shutters shall be permissible within the subdivision, provided the same are first approved by the ARB and provided the same are integrated into the structure in a manner approved by the ARB. Roll-down shutters shall be permitted only with prior ARB approval. Furthermore, no shutters may be left down and in place for any period of time exceeding four (4) months.

(xvii) All mailboxes shall be of a uniform structure and design to be specified by the Declarant. The mailbox itself, the enclosure, and the post shall all be uniform and shall be defined by the Declarant.

(xviii) All exterior fixtures on each residence constructed on any Lot shall be approved by the ARB. Declarant shall require each residence to have exterior lighting activated by a photocell. The exterior lighting shall be sufficient to illuminate the street numbers on each residence. The design specifications for such exterior lighting shall be established by Declarant.

(xix) All numbers on each residence to identify the street number of the residence shall be uniform in size, shape, and color, as specified by the Declarant.

(xx) All residences shall be landscaped in a manner and form satisfactory to the ARB. Each Owner must submit a landscape plan prepared by a duly licensed and approved landscape architect to be approved by the ARB. The landscape plan shall include a minimum expenditure of Fifteen Thousand and No/100 (\$15,000.00) Dollars, exclusive of sod and irrigation, for landscaping. Of this said Fifteen and No/100 (\$15,000.00) Dollars, a minimum of Ten Thousand and No/100 (\$10,000.00) Dollars shall be made up of plant material. A minimum of Five Thousand and No/100 (\$5,000.00) Dollars shall be made up of trees with a minimum trunk width at the tree base of two (2) feet, six (6) inches and a height of no less than sixteen (16) feet. Each Owner shall be given credit for existing trees on each Lot meeting the above width specifications.

(xxi) The front of the residence must face the street front of the Lot. On a corner Lot within Ocean Colony, the owner must select which of the side lots abutting the street is the front lot and shall construct the front of said Owner's residence facing the street on the pre-selected front lot.

(xxiii) Screen enclosures may be constructed as part of a residence, provided the same have been approved by the ARB. The Declarant shall establish minimum heights for said screen enclosures. Furthermore, no screen enclosure shall have a flat roof.

(xxiv) No stairwell on any residence shall be visible from any street within the subdivision.

(xxv) All garages shall be either side-load garages or courtyard load garages. No garage shall face the street.

(xxvi) Additional Architectural Planning Criteria. Additional Architectural Planning Criteria, together with modifications of the aforementioned, may be approved by the ARB from time to time, provided such modifications and amendments be in written form, executed with the formalities of a deed, and recorded as amendments to this covenant in the Public Records of Indian River

County, Florida. All such additional criteria shall be consistent with the terms and provisions of this Declaration unless otherwise approved by the Board of Directors of the Association.

(xxvii) Those provisions set forth herein in Article III, Section 4 hereof are also made a part of the Architectural Planning Criteria.

Section 4. Procedure Before the ARB. Prior to the commencement of any work on any Lot contemplated for improvement, an Owner must submit to the ARB two (2) complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARB and such additional information as required by this Declaration. No later than thirty (30) days after receipt of said plans and specifications, the ARB shall respond to the application in writing by approving said application, or disapproving said application. In the event the ARB fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. In the event of approval of said plans and specifications, the applicant shall provide the ARB with written notice of the completion of the staking of the Lot. No further work shall be performed upon the Lot until the ARB has inspected the premises and approved said staking. In the event the ARB fails to respond within seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the ARB.

Any improvements to any Lot or any landscaping of any Lot made by an Owner without prior ARB approval that remain in place for a period of six (6) months from date of completion of such improvements or landscaping shall be deemed and considered approved and not in violation of these covenants and restrictions, unless prior to the expiration of said six (6) month period the Association furnishes written notice to the Owner of the Lot that such improvements or landscaping have not been approved by the ARB.

ARTICLE X USE RESTRICTIONS AND RULE MAKING

Section 1. Authority and Enforcement. The Association shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Lots and the Common Area, provided that copies of all such rules and regulations be furnished to all Owners. If any Owner violates this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board of Directors of the Association shall have the right and power to impose reasonable fines which shall constitute a lien upon the Lot owned by such Owner and to suspend an Owner's right to vote and to use the Common Area. Such suspension may be for the duration of the infraction and may continue for an additional period thereafter not to exceed thirty (30) days. Such Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all Owners to abate any nuisance or otherwise enforce this Declaration.

Section 2. Procedure. The Board of Directors of the Association shall not impose a fine, suspend voting or seek to enforce this Declaration for violations of rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period, not less than (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) **Notice.** Within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall not be less than (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on said Owner's behalf; and

(c) **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

The Association is hereby granted and shall have the full right, power, and authority to institute any and all necessary legal proceedings at law and/or in equity to enforce any and all provisions of this Declaration or of the Articles of Incorporation, By-Laws, or rules and regulations.

ARTICLE XI MODIFICATION AND AMENDMENT

Declarant hereby reserves the right at any time or from time to time to enter into agreements with the Owner of any Lot (without the consent of the Owner of any other Lot, or of any mortgagee, or of the Association) to modify the covenants, conditions, restrictions, and limitations set forth in this Declaration, if any, which refer to setback lines, square footage content, areas of improvements, easements, under-ground wiring, building plans, signs, ARB, maintenance of parkways, screening of equipment, and any such deviation or variance shall be evidenced by agreement in writing and duly recorded in the public records of Indian River County, Florida. Such variance shall not constitute a waiver of any such condition, restriction, or limitation, as to the remaining Lots in Ocean Colony, and the same shall remain fully enforceable as to all other Lots located in the Property by the Declarant, Declarant's successors or assigns, and the grantees of other Lots, except as against the Lot where such deviation is permitted. The Declarant reserves the right to add additional restrictions in the conveyance of title to any Lot or Lots.

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However, notwithstanding the above, in the case of any amendment or modification that would substantially and materially alter the nature of Ocean Colony or substantially and materially adversely affect the value of any Lot within Ocean Colony, then in such event the joinder and consent of all other Owners of Lots within Ocean Colony and of all mortgagees shall first be obtained.

ARTICLE XII
ASSIGNMENT BY DECLARANT

Declarant shall have the full right, power, and authority to assign to any party all or a portion of the rights, duties, and obligations of Declarant hereunder, such that such assignee of Declarant's rights, duties, and obligations shall be deemed and considered the Declarant hereunder. Such assignee shall also have the right, power, and authority to make such an assignment. Any assignment so made by Declarant shall be evidenced by a written instrument recorded in and among the public records of Indian River County, Florida. Any such assignment with the exception of an assignment to the Association shall be made to a party that shall assume the role of successor-developer to Declarant and that shall assume all of the Declarant's rights, duties, and obligations set forth herein and in the Articles and By-Laws of the Association.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the rules and regulations adopted pursuant thereto, as the same may be lawfully amended from time to time, and with the covenants, conditions, limitations, and restrictions set forth in this Declaration and in the deed to said Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for herein. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect or dilute the effectiveness any other provisions which shall remain in full force and effect.

Section 3. Duration and Term. The terms, conditions, covenants, provisions, limitations, and restrictions of this Declaration shall run with the title to the Property and be binding on and inure to the benefit of and be enforceable in accordance with its terms by the Declarant, the Association, each Owner, and their respective legal representatives, heirs, successors, and assigns for a period of forty (40) years from the date this Declaration is recorded, after which time said terms, conditions, covenants, provisions, limitations, and restrictions shall automatically be extended for successive periods of ten (10) years each, unless instruments signed by the then Owners of two-thirds (2/3rds) of the Lots in Ocean Colony agree to terminate or to amend or alter terms, conditions, covenants, provisions, limitations, and restrictions herein contained in whole or in part; and provided, however, so long as the Declarant owns any Lot there shall be no amendments without the Declarant's joinder and consent.

Section 4. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or executes a contract for or agreement for deed as to any Lot (including without limitation any improvement constructed thereon) the Owner is hereby required to give to the Association in writing the name of the purchaser,

lessee or mortgagee of said Lot. All persons or entities taking occupancy of any residence upon any Lot are bound by the terms and conditions set forth herein.

Section 5. Additional Remedies for Violation. Notwithstanding any provision set forth in this Declaration, the Declarant shall have the right in addition to any other remedies to proceed at law or in equity to compel compliance with the terms of any of the terms, conditions, covenants, restrictions, provisions or otherwise of this Declaration and to prevent the violation or breach or any of them, and the expense of such litigation shall be borne by the then Owner of the portion of the Property alleged to be in violation provided such proceeding results in the finding that such Owner was in violation, of said covenants, provisions or restrictions. Such expenses of litigation shall include reasonable attorneys' fees and costs, not limited to taxable costs, incurred by the Declarant or the Association in seeking such enforcement at the trial and appellate level.

Section 6. Amendments. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by the President and Secretary of the Association acknowledging and affirming that the Declarant and any owners holding not less than two-thirds (2/3rds) of the voting interests of the membership in the Association (Class A and Class B) have approved the said amendment; provided, however, that for so long as the Declarant is the Owner of any Lot affected by this Declaration, no amendment shall be effective without the Declarant's express written joinder and consent.

Section 7. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including reasonable attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled

The Association shall, as common expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation.

ARTICLE XIV USAGE

Whenever used herein, the singular shall include the plural and the use of any gender shall include all genders.

ARTICLE XV EFFECTIVE DATE

This Declaration shall become effective upon its recording in the Public Records of Indian River County, Florida.

**ARTICLE XVI
TURNOVER**

At such time as the Declarant may so elect, the Declarant may turnover to the Owners the management control of the Association. Without limiting the rights of the Declarant, as set forth in this Declaration, the term management shall be defined as the operation and control of the Association in the fulfilling of the obligations and duties of the Association specified in this Declaration and specifically including the obligations and duties of the Association set forth in Article V, Section 2; Article VI; Article VII; Article VIII; Article IX; and Article X hereof. Upon such turnover to the Owners of management control of the Association, the Declarant's obligation to satisfy any of the Association's costs and expenses shall cease; the Declarant shall then pay assessments to the Association equal to that of any other Owner of a Lot in Ocean Colony for any Lot or Lots as to which the Declarant remains the titleholder. Turnover shall be evidenced by a letter from the Declarant to the Association advising the Association of the turnover with a copy to all Owners of Lots and further by the Declarant delivering to the Association any and all records of the Association, including financial records. Financial records of the Association shall be maintained according to generally accepted accounting principles.

Nothing herein shall be construed as limiting and turnover shall not affect the Declarant's rights and powers, as set forth herein, with respect to the sale of Lots and the control and operation of the ARB.

**ARTICLE XVII
MISCELLANEOUS**

Section 1. Governing Law and Venue. This Declaration and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida.

Section 2. Non-Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

Section 3. Reading in Concert. All words, terms, and conditions contained herein are to be read in concert, each with the other; and a provision contained under one paragraph may be considered to be equally applicable under another in the interpretation of this Declaration.

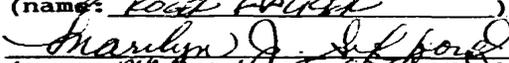
Section 4. Terminology. The words herein and hereof and words of similar import, without reference to any particular section or subdivision of this Declaration, refer to this Declaration as a whole rather than to any particular section or subdivision hereof.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed on the date set forth above.

Signed, sealed, and delivered in the presence of:

"DECLARANT" or "DEVELOPER"

SPINNAKER DEVELOPMENT GROUP
LIMITED PARTNERSHIP, a Florida
limited partnership


(name: Robert Howard)

(name: Marilyn J. Stafford)

By: 
JAMES R. ADAMS,
General Partner

OR098161431

EXHIBIT "A"

Lots 1 through 31; Tract A, Tract B, and Tract C; and all of the roadways, streets, and drives of OCEAN COLONY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 13, Pages 100 and 100A of the Public Records of Indian River County, Florida.

Also described as follows:

LEGAL DESCRIPTION	
<p>A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 32 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING ALL OF "THE ALBERT", "THE ELIZABETH" AND A PORTION OF "INDIAN DUNES" AS RECORDED, RESPECTIVELY IN PLAT BOOK 11, PAGE 42, PLAT BOOK 11, PAGE 90 AND PLAT BOOK 8, PAGE 64, ALL IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL DESCRIBED AS FOLLOWS.</p>	
<p>BEGIN AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PLAT OF "THE ALBERT":</p>	
THENCE N 89°02'36" E,	A DISTANCE OF 89.00 FEET;
THENCE S 81°08'41" E,	A DISTANCE OF 110.32 FEET;
THENCE S 89°57'41" E,	A DISTANCE OF 114.00 FEET;
THENCE S 00°02'19" E,	A DISTANCE OF 25.00 FEET;
THENCE N 89°37'41" E,	A DISTANCE OF 81.3 FEET,
<p>MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN;</p>	
<p>THENCE SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 784 FEET, MORE OR LESS; THENCE S 89°50'20" W, A DISTANCE OF 408 FEET MORE OR LESS; THENCE S 13°35'42" W, A DISTANCE OF 178.34 FEET; THENCE N 79°14'31" W, A DISTANCE OF 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 407.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 151°2'04", A DISTANCE OF 107.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 188.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°25'08", A DISTANCE OF 103.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 433.40 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 161°7'45", A DISTANCE OF 123.27 FEET; THENCE N 19°33'58" W, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 423.40 FEET, THE RADIUS POINT OF WHICH BEARS N 19°33'58" W; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°5'41", A DISTANCE OF 14.08 FEET; THENCE S 72°20'12" W, A DISTANCE OF 86.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 100 FOOT RIGHT-OF-WAY) AND A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5779.58 FEET; THE RADIUS POINT OF WHICH BEARS S 71°44'46" W; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'10", A DISTANCE OF 272.62 FEET; THENCE N 20°57'24" W, A DISTANCE OF 837.84 FEET TO THE POINT OF BEGINNING.</p>	

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EXHIBIT "A"

Lots 1 through 31; Tract A, Tract B, and Tract C; and all of the roadways, streets, and drives of OCEAN COLONY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 13, Pages 100 and 100A of the Public Records of Indian River County, Florida.

Also described as follows:

LEGAL DESCRIPTION
<p>A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING ALL OF "THE ALBERT", "THE ELIZABETH" AND A PORTION OF "INDIAN DUNES" AS RECORDED, RESPECTIVELY IN PLAT BOOK 11, PAGE 42, PLAT BOOK 11, PAGE 93 AND PLAT BOOK 8, PAGE 64, ALL IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL DESCRIBED AS FOLLOWS.</p> <p>BEGIN AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PLAT OF "THE ALBERT":</p> <p>THENCE N 89°02'36" E, A DISTANCE OF 89.00 FEET; THENCE S 82°08'41" E, A DISTANCE OF 110.32 FEET; THENCE S 88°37'41" E, A DISTANCE OF 114.00 FEET; THENCE S 00°02'19" E, A DISTANCE OF 25.00 FEET; THENCE N 89°57'41" E, A DISTANCE OF 813 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 784 FEET, MORE OR LESS; THENCE S 89°50'20" W, A DISTANCE OF 408 FEET MORE OR LESS; THENCE S 13°30'42" W, A DISTANCE OF 178.34 FEET; THENCE N 78°41'31" W, A DISTANCE OF 128.35 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 407.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°12'04", A DISTANCE OF 107.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 188.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°25'08", A DISTANCE OF 103.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 433.40 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 181°7'45", A DISTANCE OF 123.27 FEET; THENCE N 19°33'58" W, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 423.40 FEET, THE RADIUS POINT OF WHICH BEARS N 19°33'58" W; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°54'10", A DISTANCE OF 14.08 FEET; THENCE S 72°20'12" W, A DISTANCE OF 86.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 100 FOOT RIGHT-OF-WAY) AND A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5779.58 FEET; THE RADIUS POINT OF WHICH BEARS S 71°44'46" W; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'10", A DISTANCE OF 272.62 FEET; THENCE N 20°37'24" W, A DISTANCE OF 837.84 FEET TO THE POINT OF BEGINNING.</p>

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This instrument prepared by:
Record and return to:
JAMES A. TAYLOR, III, ESQUIRE
Clem, Polackwich & Vocelle
Ste. 501, 2770 Indian River Blvd.
Vero Beach, FL 32960
Telephone: (407) 562-8111

JOINDER AND CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned on behalf of the C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986, whose address is c/o Manuel Casares, 3545 Ocean Drive, Vero Beach, Florida 32963, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars in hand paid, the receipt and sufficiency of which are hereby acknowledged, do hereby join in the filing of the foregoing Declaration of Covenants, Conditions, Restrictions, and Limitations for Ocean Colony Subdivision (hereinafter referred to as the "Declaration") and do further hereby give, grant, and extend consent to the execution and recording of the Declaration and the imposition of the terms and conditions set forth in the Declaration upon the property described as follows, to wit:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 10th day of June, 1993.

Signed, sealed and delivered in the presence of:

[Signature]
(name: TERESITA E. VALENZA)

[Signature]
(name: Helen K. [unclear])

C. WREDE PETERSMEYER TRUST
U/A dated July 26, 1986

By: [Signature]
C. WREDE PETERSMEYER
Trustee

STATE OF District)
COUNTY OF Columbia) ss:

I HEREBY CERTIFY that before me, a Notary Public, personally appeared C. WREDE PETERSMEYER, respectively, as Trustee of C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said Trust. I further state that I have examined the current driver's license of the said person and have confirmed said persons identity, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 10th day of June, 1993.

[Signature]
Notary Public District of
State of Florida Columbia

My commission expires: (Affix Seal)

2/14/96

H. KITTEDGE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 1996

#10005102.1

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Signed, sealed and delivered in the presence of:

[Signature]
(name: TERESITA E. VALENCA)

[Signature]
(name: Helen Kittredge)

C. WREDE PETERSMEYER TRUST
U/A dated July 26, 1986

By: [Signature]
C. GREGG PETERSMEYER
Trustee

STATE OF District)
COUNTY OF Columbia) ss:

I HERESY CERTIFY that before me, a Notary Public, personally appeared C. GREGG PETERSMEYER, respectively, as Trustee of C. WREDE PETERSMEYER TRUST U/A dated July 26, 1986, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said Trust. I further state that I have examined the current driver's license of the said person and have confirmed said persons identity, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this 10th day of June, 1993.

[Signature]
Notary Public
~~State of Florida~~ District of Columbia

(Affix Seal)

H. KITTEDGE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 1996

My commission expires:
2/14/96



OR098161437

#10005102.1

EXHIBIT "A"

Lots 1 through 31; Tract A, Tract B, and Tract C; and all of the roadways, streets, and drives of OCEAN COLONY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 13, Pages 100 and 100A of the Public Records of Indian River County, Florida.

Also described as follows:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING ALL OF "THE ALBERT", "THE ELIZABETH" AND A PORTION OF "INDIAN DUNES" AS RECORDED, RESPECTIVELY IN PLAT BOOK 11, PAGE 42, PLAT BOOK 11, PAGE 90 AND PLAT BOOK 8, PAGE 84, ALL IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL DESCRIBED AS FOLLOWS.

BEGIN AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PLAT OF "THE ALBERT":

THENCE N 89°02'36" E, A DISTANCE OF 89.00 FEET;
 THENCE S 62°08'41" E, A DISTANCE OF 110.32 FEET;
 THENCE S 88°57'41" E, A DISTANCE OF 114.00 FEET;
 THENCE S 00°02'19" E, A DISTANCE OF 25.00 FEET;
 THENCE N 88°57'41" E, A DISTANCE OF 8.3 FEET,
 MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN;
 THENCE SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 784 FEET, MORE OR LESS; THENCE S 89°50'20" W, A DISTANCE OF 406 FEET MORE OR LESS; THENCE S 13°35'42" W, A DISTANCE OF 178.34 FEET; THENCE N 79°14'31" W, A DISTANCE OF 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 407.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 151°04", A DISTANCE OF 107.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 188.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°25'08", A DISTANCE OF 103.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 433.40 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°54'10", A DISTANCE OF 14.08 FEET; THENCE S 72°20'12" W, A DISTANCE OF 86.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 100 FOOT RIGHT-OF-WAY) AND A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5779.58 FEET; THE RADIUS POINT OF WHICH BEARS S 71°44'48" W; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'10", A DISTANCE OF 272.62 FEET; THENCE N 20°57'24" W, A DISTANCE OF 837.84 FEET TO THE POINT OF BEGINNING.

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on May 24, 1993, as shown by the records of this office.

The document number of this corporation is N93000002390.

Prepared by and Return to:
James A. Taylor III, Esq.
Clem, Polackwich & Vocelle
2770 Indian River Blvd., Suite 501
Vero Beach, Florida 32960

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fifth day of May, 1993



CR2EO22 (2-91)

Jim Smith
Secretary of State

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FILED
93 MAY 24 AM 7:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned incorporator hereby forms a not-for-profit corporation under Chapter 617 of the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation shall be as follows:

OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC.

The principal place of business of this corporation (hereinafter referred to as either the "corporation" or as the "Association") shall be 703 17th Street, Vero Beach, Florida 32960, and the mailing address shall be the same.

ARTICLE II. PURPOSE OF POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain tract of property described as:

See EXHIBIT "A" attached hereto and incorporated herein by reference;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions,

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and Limitations of Ocean Colony (hereinafter referred to as the "Declaration"), applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Indian River County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the asset of two-thirds (2/3rds) of the voting interests of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the two-thirds (2/3rds) of the voting interests of the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the voting interests of the members;

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Florida Not-for-Profit Corporation Act (Chapter 617) by law may now or thereafter have or exercise.

ARTICLE III. MEMBERSHIP

Every person or entity, who is a record owner of a fee or undivided fee interest of any Lot which is subject by covenants of record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely

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as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. ADDRESS

The street address of the initial registered office of the corporation shall be Suite 501, 2770 Indian River Boulevard, Vero Beach, Florida 32960, and the name of the initial registered agent of the corporation at that address is JAMES A. TAYLOR, III.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI. VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, as said Declarant is defined in the Declaration, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to thirty-one (31) votes for each Lot owned.

ARTICLE VII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the voting interests of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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ARTICLE VIII. BOARD OF DIRECTORS

This corporation shall have three (3) directors. The names and street addresses of the initial directors are as follows:

JAMES ADAMS - Director
703 17th Street
Vero Beach, Florida 32960

GREGG BOWRON - Director
703 17th Street
Vero Beach, Florida 32960

MARK HERRING - Director
703 17th Street
Vero Beach, Florida 32960

The manner in which the directors shall be elected shall be as specified and set forth in the By-Laws adopted by the corporation.

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the voting interests of the members. The right to amend the By-Laws shall be vested in the members as set forth therein.

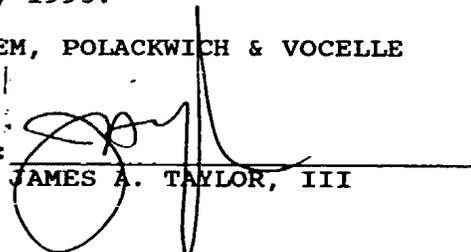
ARTICLE X. INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation are as follows:

CLEM, POLACKWICH & VOCELLE
c/o James A. Taylor, III
Suite 501, 2770 Indian River Boulevard
Vero Beach, Florida 32960.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 21st day of May, 1993.

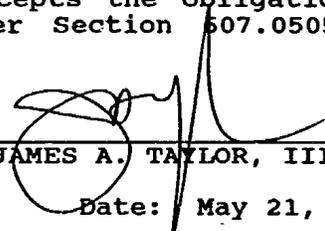
CLEM, POLACKWICH & VOCELLE

By: 
JAMES A. TAYLOR, III

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**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

JAMES A. TAYLOR, III, whose address is as follows: 2770 Indian River Boulevard, Suite 501, Vero Beach, Florida 32960, which is the same address as set forth in Article IV hereof, having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.



JAMES A. TAYLOR, III
Date: May 21, 1993

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FILED
93 MAY 24 AM 7:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT "A"

Lots 1 through 31; Tract A, Tract B, and Tract C; and all of the roadways, streets, and drives of OCEAN COLONY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 13, Pages 100 and 100A of the Public Records of Indian River County, Florida.

Also described as follows:

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BY-LAWS
OF
OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
OFFICES

Section 1. The registered office of the corporation (hereinafter referred to as either the "corporation" or as the "Association") in the State of Florida shall be located in the City of Vero Beach, County of Indian River. The corporation may have such other offices, either within or without the State of Florida as the Board of Directors may designate or as the business of the corporation may from time to time require.

ARTICLE II
DEFINITIONS

Section 1. "Declarant" shall mean and refer to SPINNAKER DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Florida limited partnership, its successors and assigns.

Section 2. "Association" shall mean and refer to OCEAN COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 3. "Property" shall mean and refer to the real property described on EXHIBIT "A" attached hereto and incorporated herein by reference.

Section 4. "Owner" or "owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of any Lot which is part of the Property but excluding any party holding the fee simple title merely as security for the performance of an obligation. Owner shall include Declarant as to each and every Lot owned by Declarant.

Section 5. "Common Area" shall mean all of the portions of the Property now or hereafter owned by the Association for the common use and enjoyment of each Owner. At the time of the conveyance of the first Lot by the Declarant, the Common Area to be owned ultimately by the Association is as set forth on the Plat recorded in Plat Book 13, at Pages 100 and 100A, public records of Indian River County, Florida, less and except the individual Lots shown thereon and shall further include all other portions of the Property not subdivided into individual platted Lots. The subdivision, as described herein and to which the Declaration applies, is referred to herein as either "Ocean Colony" or as "Ocean Colony Subdivision."

Prepared by and Return to
James A. Taylor III, Esq.
Clem. Polackwich & Vocelle
2770 Indian River Blvd., Suite 501
Vero Beach, Florida 32960

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Section 6. "Lot" shall mean a portion of the Property intended for any type of separate, independent ownership and single family use.

Section 7. "Easements" shall mean that portion of the Property including Lots or portions thereof, which have heretofore or which may hereafter be set aside by the Declarant for the limited or common use of the Declarant, Owners, their invitees, guests, successors or assigns for ingress, egress, utilities, water sewer, lighting, drainage, or otherwise and for all purposes related to the Ocean Colony or as may be indicated on any plat filed among the Public Records of Indian River County, Florida.

Section 8. "The Ocean Colony Property Owners' Association, Inc." or "Association" shall mean and refer to The Ocean Colony Property Owners' Association, Inc., a Florida not-for-profit corporation, which corporation has been formed for the primary purpose of enforcing the covenants, conditions, restrictions and limitations contained herein and whose membership shall be comprised of all Owners of the Lots in Ocean Colony. These By-Laws apply to the Association.

Section 9. "Architectural Review Board" (hereinafter referred to as "ARB") shall mean and refer to a board of members initially appointed by the Declarant and subsequently appointed by the Board of Directors of the Association for the primary purpose of assuring that all Owners of Lots improve and maintain the said Lots and all structures located thereon in conformity with restrictions, covenants and architectural requirements described herein and in any related documents created by Declarant.

Section 10. "Structure" shall mean any thing or object (other than trees, shrubbery and other landscaping) the placement of which upon any Lot may affect the appearance of such Lot including but not limited to any building or part thereof, garage, porch, balcony, shed, greenhouse, bathhouse, barbecue pit, patio, swimming pool, television or radio antenna, clotheslines, fence, curbing, paving, wall, recreational facilities, lawn decorative objects including but not limited to statues and tables, living quarters of any nature or any other temporary or permanent improvements to such Lot and any excavation, fill, ditch, dune or other thing or device which affects or alters the natural flow of surface water from or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

Section 11. "Member" or "member" shall mean any Owner who is a member of the Association. All Owners are and shall be required to be members of the Association.

Section 12. "Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions, and Limitations of Ocean

Colony recorded in and among the Public Records of Indian River County, Florida.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meeting: The annual meeting of the members of this corporation shall be held no later than the fifteenth (15th) day of the month of February of each year. The annual meeting of the members for any year shall be held no later than thirteen months after the last preceding annual meeting of the members. Business transacted at the annual meeting shall include the election of directors of the corporation.

Section 2. Special Meetings: Special meetings of the members shall be held when directed by the President, the Board of Directors, or when requested in writing by the one-tenth (1/10th) of the members entitled to vote. A meeting requested by members shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made, unless the members requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or members requesting the meeting shall designate another person to do so.

Section 3. Place: Meetings of members may be held within or without the State of Florida. If no designation is made, the place of the meeting shall be the registered office of the corporation.

Section 4. Notice: Written notice stating the place, day and hour of the meeting and in the case of a special meeting the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 5. Notice of Adjourned Meetings: When a meeting is adjourned to another place or time, it shall not be necessary to give any notice of the adjourned meeting if the place and time to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as

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provided in this section to each member of record on the new record date entitled to vote at such meeting.

Section 6. Closing of Corporate Books and Fixing Record Date: For the purpose of determining members entitled to notice of or to vote at any meeting of member or any adjournment thereof, or in order to make a determination of members for any other purpose, the Board of Directors may provide that the corporate membership books shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the corporate membership books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least ten (10) days immediately preceding such meeting.

In lieu of closing the corporate membership books, the Board of Directors may fix in advance a date as the record for any determination of members, such date in any case to be not more than sixty (60) days and, in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action requiring such determination of members is to be taken.

When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 7. Voting Record: The officers or agent having charge of the corporate record books for voting interests of the corporation shall at least ten (10) days before each meeting of the members make a complete list of the members entitled to vote at such meetings or any adjournment thereof, with the address of and the number and class. The list for a period of ten (10) days prior to such meeting shall be kept on file at the registered office of the corporation at the principal place of business of the corporation or at the office of the transfer agent or registrar of the corporation; and any member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member at any time during the meeting.

If the requirements of this section have not been substantially complied with, the meeting on demand of any member in person or by proxy shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 8. Member Quorum and Voting: A majority of the voting interests entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of members.

If a quorum is present, the affirmative vote of the majority of the voting interests represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law.

After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 9. Voting of Voting Interests: Each member is entitled to vote in accordance with the terms and provisions of the Articles of Incorporation of the Association and Declaration. Upon the demand of any member the vote for directors shall be by ballot. All other requirements as to voting, voting trusts and members' agreements shall be in accordance with the laws of the State of Florida.

Section 10. Proxies: The use of proxies shall be governed by Section 617.306, Florida Statutes.

Every proxy must be signed by the member or his attorney-in-fact. No proxy shall be valid after the expiration of ninety (90) days from the date thereof. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise by law.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless before the authority is exercised written notice of an adjudication of such incompetence or of such death is received by the corporate officer responsible for maintaining the list of members.

If a proxy for the same voting interest confers authority upon two (2) or more persons and does not otherwise provide, a majority of them present at the meeting, or if only one is present then that one, may exercise all the powers conferred by the proxy; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting of such voting interests shall be prorated.

If a proxy provides, any proxy holder may appoint in writing a substitute to act in his place.

**ARTICLE IV
DIRECTORS**

Section 1. Function: All corporate powers shall be exercised by or under the authority of, and the business and affairs of this corporation shall be managed under the direction of the Board of

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Directors. A director shall perform such director's duties in such capacity, including such director's duties as a member of any committee of the Board of Directors upon which such director may serve, in good faith, in a manner such director reasonably believes to be in the best interest of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting which such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully or otherwise provided in the Declaration, to:

(1) fix the amount of the annual assessment upon each Lot in advance in of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto in advance of each annual assessment collection period; annual assessments shall be collected and due on a quarterly basis; and

(3) foreclose the lien against any Lot for which assessments are not paid, as specified in the Declaration, or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees who have fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

Section 2. Qualification: Directors need not be residents of this state or members of this corporation.

Section 3. Compensation: The Board of Directors shall serve without compensation.

Section 4. Duties of Director: A Director shall perform said Director's duties as a member of any committee of the board upon which he may serve in good faith, in a manner he reasonably believes to be in the best interests of the corporation and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In performing his duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) one (1) or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented,

(b) legal counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence, or

(c) a committee of the board upon which said Director does not serve, duly designated in accordance with a provision of the Articles of Incorporation or the By-Laws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if said Director has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a director of the corporation.

Section 5. Presumption of Assent: A director of the corporation who is present at a meeting of its directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 6. Number: This corporation shall be managed initially by a board of three (3) directors. The number of directors may be increased or decreased from time to time by amendment to these By-Laws or by vote of the members, but no decrease shall have the effect of shortening the terms of an incumbent director.

Section 7. Election and Term: At the first (1st) annual meeting of members and at each annual meeting thereafter the members shall elect directors to hold office until the next succeeding annual meeting, or until a successor shall have been elected and qualified or until the earlier resignation, removal from office or death. Election and voting procedures shall be governed by Section 617.306, Florida Statutes.

Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Election to the Board of Directors shall be by secret written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise hereunder. The director shall be elected by the affirmative vote of the holders of a majority of the voting interests represented at a meeting at which a quorum is present. Cumulative voting is not permitted.

Section 8. Vacancies: Any vacancy occurring in the board of directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director elected to fill a vacancy shall hold office only until the next election of directors by the members.

Section 9. Removal of Directors: At a meeting of members called expressly for that purpose, any director or the entire Board of Directors may be removed with or without cause by a vote of the holders of a majority of the voting interests then entitled to vote at an election of directors.

Section 10. Quorum and Voting: A majority of the number of directors fixed by these By-Laws shall constitute a quorum of the transaction of business. The act of the majority of the directors present at meeting at which a quorum is present shall be the act of the Board of Directors.

Section 11. Executive and Other Committees: The Directors by resolution adopted by a majority of the full Board of Directors may designate from among its members an executive committee and other

committees, and each such committee shall serve at the pleasure of the Board with the authority contained in the Florida Statutes. The Board by resolution may designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 12. Regular Meetings: A regular meeting of the Directors shall be held without other notice than this by-law, immediately after and at the same place as the annual meeting of the members.

Section 13. Special Meetings: Special Meetings of the Directors may be called by the President or by any two (2) directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by said person or persons. Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 14. Notice: Written notice of the time and place of Special Meetings of Directors shall be given to each director either by personal delivery or by mail, telegram, or cablegram at least two (2) days before the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. The business to be transacted at or the purpose of any special meeting of the directors shall be specified in the written waiver of notice.

Section 15. Action Without a Meeting: Any action required to be taken at a meeting of the directors of a corporation, or any action which may be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the board or of the committee. Such consent shall have the same effect as a unanimous vote.

ARTICLE V OFFICERS

Section 1. Officers: The officers of this corporation shall consist of a president, vice president, secretary and treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed

necessary may be elected or appointed by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person. The directors shall elect officers of the corporation annually at the meeting of the directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or resignation or until he shall have been removed in the manner provided herein.

Section 2. Duties of Officers: The officers of this corporation shall have the following duties:

THE PRESIDENT shall be the chief executive officer of the corporation, shall have general active management of the business and affairs of the corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the members and Board of Directors.

THE VICE PRESIDENT shall have the same responsibilities of the President, exercisable only in the absence of the President.

THE SECRETARY shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the members and Board of Directors, send all notices of meetings, and perform such other duties as may be prescribed by the Board of Directors or the President.

THE TREASURER shall have custody of the corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meeting of the members and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 3. Removal: Any officer or agent elected or appointed by the Directors may be removed by the Directors whenever in the Directors' judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**ARTICLE VI
BOOKS AND RECORDS**

This corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, directors and committees of directors upon the terms and conditions provided by law.

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**ARTICLE VII
COMMITTEES**

The Association shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE VIII
FISCAL YEAR**

The fiscal year of the corporation shall begin on the 1st day of the month of January in each year.

**ARTICLE IX
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within the time set forth in the Declaration, the assessment shall bear interest from the date of delinquency at the maximum rate allowable by Florida law; and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of said Owner's Lot.

**ARTICLE X
CORPORATE SEAL**

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, state of incorporation, year of incorporation and the words corporate seal.

**ARTICLE XI
AMENDMENT**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the voting interests of the members present in person or by proxy.

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Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned directors of the corporation do hereby affix the said directors' hands and seals on the date set forth below thereby evidencing the adoption of the foregoing By-Laws of the corporation.

"DIRECTORS"



JAMES ADAMS



GREG BOWRON



MARK HERRING

Date: July 16, 1993

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EXHIBIT "A"

Lots 1 through 31; Tract A, Tract B, and Tract C; and all of the roadways, streets, and drives of OCEAN COLONY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 13, Pages 100 and 100A of the Public Records of Indian River County, Florida.

Also described as follows:

LEGAL DESCRIPTION	
<p>A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 40 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING ALL OF "THE ALBERT", "THE ELIZABETH" AND A PORTION OF "INDIAN DUNES" AS RECORDED, RESPECTIVELY IN PLAT BOOK 11, PAGE 42, PLAT BOOK 11, PAGE 90 AND PLAT BOOK 8, PAGE 64, ALL IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL DESCRIBED AS FOLLOWS.</p>	
<p>BEGIN AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PLAT OF "THE ALBERT":</p>	
THENCE N	89°02'36" E, A DISTANCE OF 89.00 FEET;
THENCE S	62°08'41" E, A DISTANCE OF 110.32 FEET;
THENCE S	89°57'41" E, A DISTANCE OF 114.00 FEET;
THENCE S	00°02'19" E, A DISTANCE OF 25.00 FEET;
THENCE N	89°57'41" E, A DISTANCE OF 813 FEET,
<p>MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 784 FEET, MORE OR LESS; THENCE S 89°50'20" W, A DISTANCE OF 408 FEET MORE OR LESS; THENCE S 13°35'42" W, A DISTANCE OF 178.34 FEET; THENCE N 79°14'31" W, A DISTANCE OF 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 407.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°12'04", A DISTANCE OF 107.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 188.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°25'06", A DISTANCE OF 103.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 433.40 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 167°45", A DISTANCE OF 123.27 FEET; THENCE N 19°33'58" W, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 423.40 FEET, THE RADIUS POINT OF WHICH BEARS N 19°33'58" W; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°54'10", A DISTANCE OF 14.06 FEET; THENCE S 72°20'12" W, A DISTANCE OF 86.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 100 FOOT RIGHT-OF-WAY) AND A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5779.58 FEET; THE RADIUS POINT OF WHICH BEARS S 71°44'48" W; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'10", A DISTANCE OF 272.62 FEET; THENCE N 20°57'24" W, A DISTANCE OF 837.84 FEET TO THE POINT OF BEGINNING.</p>	

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