

**DECLARATION OF CONDOMINIUM  
OF  
OCEAN GARDEN CONDOMINIUM**

This Declaration made this 9 day of August, 2006, by **FISH LIPS, INC., a Florida corporation**, (hereinafter called "Developer"), for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose and Submission Statement. The purpose of this Declaration is to submit, and the Developer does hereby submit, the property as described in Exhibit A-1 of this instrument, and improvements on those lands to the condominium form of ownership and use in the manner provided by The Condominium Act, (hereinafter "The Condominium Act") as it exists on the date hereof, currently designated as Chapter 718, Florida Statutes.

1.1 Name and address. The name by which this condominium is to be identified is OCEAN GARDEN CONDOMINIUM, and its address is 102 S. Peninsula Drive, Daytona Beach, Florida.

1.2. The Real Property to be Submitted to Condominium Ownership. The real property to be submitted to condominium ownership is owned in fee simple by Developer, and is located in Volusia County, Florida. The real property to be submitted is described on Exhibit A-1, attached hereto.

2. Definitions. The terms used in this Declaration shall have the meaning stated in The Condominium Act if defined therein. Other terms are defined as follows, unless the context otherwise requires:

2.1. Assessment means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner, and may be either a Regular Assessment or a Special Assessment.

2.2. Association means **Ocean Garden Association, Inc.**, and its successors.

2.3. Board of Directors means the Board of Directors elected or appointed in accordance the Bylaws of the Association.

2.4 Bylaws means Bylaws of the Association.

2.5. Common Elements means the portions of the Condominium Property not included in the Units.

2.6. Common Expenses means all expenses properly incurred by the Association in the performance of its duties, including expenses of the operation, maintenance, repair, replacement, or protection of the condominium and association property, costs of carrying out the powers and duties of the association, and any other expense, whether or not included in

the foregoing, designated as common expense by The Condominium Act, this Declaration, the documents creating the association, or the Bylaws. Common Expenses also include reasonable transportation services, insurance for directors and officers, parking area expenses, in-house communications, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium.

2.7. The Condominium means **OCEAN GARDEN CONDOMINIUM**.

2.8. Condominium Property means the real property that is subjected hereby to condominium ownership, all improvements thereon, all Personal Property acquired by the Association, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.9. Condominium Parcel means a Unit together with the undivided share in the condominium that is appurtenant to the Unit.

2.10. Limited Common Elements means those Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified herein. There are no Limited Condominium Elements in this Condominium.

2.11. Regular Assessment means an Assessment imposed pursuant to the annual budget, and does not mean a Special Assessment.

2.12. Rules and Regulations means those rules and regulations respecting the use of the Condominium Property that have been adopted by the Association from time to time in accordance with its Bylaws.

2.13. Special Assessment means any assessment levied against a Unit Owner other than the assessment required by the annual budget.

2.14. Unit means the part of the Condominium Property that is subject to exclusive ownership.

2.15. Unit Owner means a record owner of legal title to a condominium parcel.

2.16. Utility services as used in The Condominium Act, and as construed with reference to this Condominium, and as used in the Declaration and Bylaws shall include but not be limited to electric power, water, cable television or master antenna, and garbage and sewage disposal.

2.17. Institutional Mortgage means a mortgage originally executed and delivered to an Institutional Mortgagee, which means a mortgage banker, mortgage lender, bank, savings and loan association, real estate investment trust, insurance company or Developer, including Developer's subsidiaries and affiliates.

3. Development plan. The Condominium is described and established as follows:

3.1. Survey. A survey of the land showing the location of the improvements and the proposed improvements, with Surveyor's Certificate shall be attached as Exhibit A-6.

3.2. Plans. The improvements upon the land consist of an existing apartment building

to be converted to condominium, as shown on the Survey and Plot Plan attached as Exhibit A-1 as well as the Floor Plans, attached as Exhibit A-2 through A-5.

3.3. Easements.

A. Easements over Common Elements. A non-exclusive easement for ingress and egress in favor of each Unit Owner is hereby created over the driveways, walkways, parking areas, stairs and other Common Elements as part of the Common Elements to provide each Unit Owner access to the public ways. No easement for ingress or egress shall be encumbered. A Unit Owner shall do nothing within or outside the Owner's Unit that interferes with or impairs the utility services or the right to ingress and egress. Developer reserves an easement over and through all of the Common Elements of the Condominium for sales purposes and may maintain a sales office and models on the Condominium Property until all of the Units of the Developer have been sold. The last mentioned provision may not be amended without the written consent of Developer. During such time as the Developer, its successors or assigns, is in the process of renovation of any portion of a building within the Condominium the Developer, its successors or assigns, reserves the right to prohibit access to any portion of the Common Elements of the In the area of the renovation, and to utilize various portions of the Common Elements in connection with such renovation. No Unit Owner or his guests, or invitees shall in any way interfere with or hamper the Developer, its employees, agents, subcontractors, successors or assigns, in connection with such renovation. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the building and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents. The association has full right and authority to grant permits, licenses, and easements over the Common Elements for utilities, road rights-of-way, and other purposes reasonably necessary or useful for the proper maintenance and/or operation of the Condominium.

B. Encroachments. In the event that any unit encroaches upon common elements or any other unit, or common elements encroach on any unit, as the result of a variation in location of the boundaries of units or common elements in the construction, reconstruction, repair, shifting, settlement or other movement of Improvements, so long as the physical size and location of the Improvements is in substantial compliance with the boundaries as described in the Declaration, an easement shall automatically exist to permit the encroachment for so long as the encroachment exists. However, any such encroachment caused by the act of a Unit Owner shall not create such an easement.

C. Other Easements. Easements for general drainage, maintenance, access and utilities are granted to the Unit Owners, the Association, Volusia County, and all applicable governmental entities, over and upon the Common Elements.

3.4. Improvements - General description.

A. Unit Description. All Units have been assigned identifying numbers as depicted on Exhibit A-3 through A-5. No Unit bears the same number as any other Unit. The Condominium will consist of one (1) building, with a total of Twenty-Seven (27) Units. The Units shall be numbered consecutively as described in 4.1 below.

B. Other Improvements. In addition to the improvements described above, the Condominium includes a parking area and a Courtyard, which are part of the Common Elements and confined to the surveyed Condominium Property.

3.5. Unit boundaries. The dimensions of each Unit are shown in Exhibits A-3 through A-5, attached hereto, and shall include that area, the boundaries of which are further described as follows:

A. Horizontal Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

- 1) Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.
- 2) Lower Boundary shall be the horizontal plane of the undecorated finished floor.

B. Vertical (Perimetrical) Boundaries. The vertical boundaries of the unit are the vertical planes of the undecorated and/or unfinished inner surfaces of the walls bounding the unit extended to intersections with each other and with the unit's upper and lower boundaries. Exhibits A-3 through A-5 shows the perimeter boundaries of the units and the approximate dimensions of such boundaries, the walls separating each room within the units and the approximate dimensions of each room and the location of all doorways.

C. Boundaries - Further defined. The boundaries of the unit shall not include any spaces or improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls, those surfaces above the undecorated finished ceilings of each unit, or those surfaces below the undecorated finished floor of each unit, and further shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through an interior wall or partition for the furnishing of utility services to other units and/or for common elements.

3.6. Portions of the Unit Located Outside the Boundaries.

A. The Unit shall include the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

B. The Unit shall include any chute, flue, duct, wire, conduit, bearing wall, bearing column, air conditioning or heating compressor or equipment, any other fixture which lies completely or partially outside the designated boundaries of a Unit but which serves only that Unit.

C. The Unit shall include any shutters, doorsteps, stoops, and all exterior doors, and windows, (including sliding glass doors) window and door screens, and all other fixtures and/or exterior protrusions attached to or designed to serve a single Unit, and which serves only that Unit, even though such fixtures are located outside the Unit's boundaries.

3.7. Common Elements. All property included in this Condominium that is not a portion of any Unit and which has not been designated as a limited common element shall be deemed Common Elements. There are no limited common elements.

A. Automobile parking. Each Unit shall have one (1) designated numbered parking space, which shall be assigned by the Developer initially, and later by the Association. All unnumbered parking spaces are for the general use of the Owners as well as guests. No

Unit Owner may regularly park on the Condominium Property more than two vehicles, one of which shall be parked in the Unit's designated space and the other of which may be parked in any general parking space. Each Unit Owner shall be given a parking decal indicating the parking space that they are designated to use.

B. Laundry Room. The laundry room is part of the Common Elements. Developer shall donate the existing laundry machines to the Association in as is condition.

C. Use; charges. The Common Elements other than limited Common Elements shall be available for use by all Unit Owners without discrimination and without charge.

4. The Units. The Units of the Condominium are described more particularly, and the rights and the obligations of their Owners are established as follows:

4.1. Unit numbers. Each Unit shall be assigned a number, beginning with number 1 and running consecutively to number 27, as depicted on Exhibits A-3 through A-5.

4.2. Typical Unit plans. The floor plans for the different types of Units are set forth in Exhibits A-3 through A-5.

4.3. Appurtenances to Units. The Owner of each Unit shall own a share of Common Elements as an appurtenance to the Unit, including but not limited to the following items that are appurtenant to the several Units as indicated:

A. Ownership of Common Elements and Common Surplus. The undivided share in the land and other Common Elements and in the common surplus that are appurtenant to each Unit is as follows:

an undivided 1/27 share

$$27 \text{ Units} \times 1/27 = 1$$

There is no distinction based on the size of the Unit.

B. Use of Common Elements. Each Owner shall have as an appurtenance to a Unit, the use of the Common Elements in common with other Unit Owners in the manner elsewhere described.

C. Use of Limited Common Elements. There are no limited common elements.

D. Condominium Association Membership. Each Unit Owner shall be a Member of and have an interest in the funds, assets and common surplus held by the Condominium Association.

4.4. Liability for common expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, that share being the same as the undivided share in the Common Elements appurtenant to the Unit owned by the Unit Owner.

5. Maintenance, alteration and improvement. Responsibility for maintenance of the

Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. Units.

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

The Association is not responsible for any maintenance of Units.

B. Maintenance By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

To maintain, repair and replace at the Owner's expense all portions of the Unit. This shall be done without disturbing the rights of other Unit Owners.

The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to the following items: windows, screens, sliding glass doors, air handling equipment for cooling and heating of the Unit, service equipment, such as dishwasher, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall and ceiling finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

Unit Owners shall report promptly to the Association any defect or need for repairs for which the Association is responsible.

C. Alteration and improvement. Except as elsewhere provided, neither a Unit Owner nor the Association shall make any alteration in a Unit other than surface alterations that do not affect the integrity of the structure, or remove any portion of a Unit, or make any additions to a Unit, or do anything that would jeopardize the safety or soundness of the building, including but not limited to, drilling, boring, cutting or sawing into the floor or ceiling of a Unit, or impair any easement without first obtaining approval in writing of Owners of all Units in which the work is to be done and the Owners of all Units affected by the work to be done and the approval of the Board of Directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the building, the change in appearance shall be approved also by the Owners of 75% of the Common Elements at a meeting of the Unit Owners called for that purpose. A copy of plans for all work prepared by an architect licensed to practice in the State shall be filed with the Association prior to the start of the work. The Board of Directors shall permit hurricane shutters, pursuant to 718.113(5) Florida Statutes, or other shutters or awnings meeting specifications adopted by the Board of Directors. No Unit Owner shall permit a change in appearance of any portion of the Condominium building and/or Condominium Property without the consent of the Association.

5.2. Common elements.

A. Maintenance By the Association. The maintenance and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association and the cost shall be a common expense. Any cost of maintaining or repairing Limited Common Elements that is allocable to a particular Unit shall be charged to the Unit. The Association

shall maintain:

All boundary walls and boundary slabs of a Unit, except interior surfaces; all portions of a Unit contributing to the support of the building, which portions to be maintained shall include but not be limited to the outside walls of the building and all fixtures on its exterior, boundary walls of Units, floor and ceiling slabs, load-bearing columns and load-bearing walls.

All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in walls or space that are not part of a Unit unless such conduits, ducts, plumbing, wiring or other facility serves only the Unit to which it is adjacent; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained; and

All incidental damage caused to a Unit by work performed by the Association shall be repaired promptly at the expense of the Association.

B. Alteration of Common Elements by Developer. There shall be no alteration of the Common Elements or acquisition of additional properties without prior approval in writing by the Owners of not less than Seventy-Five (75%) Percent of the voting interest. Such will also require the approval of HUD or the VA if required by the regulations of such agency as a condition of approving loans on Units within the Condominium.

C. Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. Assessments. The making and collection of assessments against Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Share of common expense. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for a proportionate share of the common expenses that come due while the Unit Owner owns the Unit. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due prior to transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. In the event of default in the payment of assessments, the Unit Owner shall be liable, in addition to the assessment, for interest and costs of collection, including reasonable attorney's fees, and shall share in the common surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Unit. Each assessment against a Unit is the personal obligation of the Unit Owner at the time the assessment becomes due.

6.2. Interest; application of payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the highest rate allowed by law from the date when due until paid. Any payment received by the Association shall be applied first to any interest accrued, then to the late charge, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

6.3. Late Payments.

A. Late Charges. Assessment installments that are unpaid for a period of Five (5) days after date due shall bear interest at the rate of eighteen (18%) percent per

annum from the due date until paid. In addition, a late charge of the greater of twenty-five (\$25.00) dollars or five (5%) percent of a delinquent installment, or if the applicable statute permits a higher late charge, the highest amount permitted by statute, shall be assessed.

B. Liens. The Association shall have a lien upon a Unit for any unpaid assessment or installment on an assessment levied against that Unit, together with interest and late charges thereon, that are not paid when due. The lien for unpaid assessments shall also secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of a lien.

Said lien shall be effective as and in the manner provided for by The Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due as provided herein and encompassed by the lien enforced. In the event of such foreclosure, the Unit Owner may be required by the Court to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Unit Owner or anyone claiming by, through or under said Unit Owner, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or occupant.

6.4. Assessments against developer-owned Units. The Developer shall be responsible for assessments on Units it owns.

6.5. Protection of Mortgagee. The lien of a first mortgage held by an Institutional First Mortgagee shall have priority over a lien for assessments. Failure to pay assessments shall not constitute a default as to a loan held by an Institutional Mortgagee unless its mortgage so provides. Furthermore, in accordance with Florida Statute, the liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

As a result of non-payment, such unpaid share of Common Expenses or assessments shall be, if possible, collected from the proceeds of the foreclosure sale, if any, which would otherwise accrue to the benefit of the Unit Owner against whom the foreclosure proceedings were maintained, or in the event there are not sufficient funds available for such purpose, then such unpaid share of Common Expenses or assessments shall be determined to be Common Expense collectable from all of the Unit Owners including such acquirer, his heirs, legal representative, successors, and assigns. The lien for assessments and/or dues first becoming due and payable after the recording of said certificate or deed shall not be impaired and shall be effective as to the grantee of such Certificate of Title.



6.6. Rights of lender. If the lender providing the funds to construct the Condominium shall foreclose the lien of its mortgage or shall accept a deed in lieu of foreclosure to itself or its designee, such lender or its designee shall succeed to the rights of and enjoy all of the benefits of the original Developer hereunder.

6.7 Right of Developer to Waive Reserves. Pursuant to Florida statute, prior to turnover of control of the Association to Unit Owners other than Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first Two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all non-developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, Developer may vote its voting interest to waive or reduce the funding of reserves.

6.8 Conversion. This condominium is being created as a conversion of a residential apartment house. The information required by statute regarding the conversion is reflected in the Conversion Inspection Report as attached Exhibit 11. A prior Wood Destroying Organism (WDO) Report reflected Drywood Termites & Fungus (Rot) and damage caused thereby. Treatment and repair have been performed and a clean WDO Report dated 5/5/06 is attached as Exhibit 12.

6.9 Special Assessments. At any time the Board may impose a Special Assessment, which shall have the same force and effect as a regular assessment, to make up a budget shortfall, to obtain funds to pay for an emergency, to fund a payment stream for a note and mortgage in the event of a casualty loss not completely covered by insurance or for repairs and maintenance not covered by Regular Assessments or Reserves. Such special assessment may be imposed by a vote of the Board of Directors, unless it will exceed twenty (20%) percent, in which case a majority of owners present at a properly called meeting may approve the special assessment. In the event a note and mortgage are required as specified herein, the same approval requirements shall pertain.

7. Association. The operation of the Condominium shall be by OCEAN GARDEN ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Membership. All Unit Owners, including Developer as to Units owned by the Developer, shall automatically be members of the Association, and their membership shall automatically terminate when they no longer own such an interest.

7.2. Voting Rights. There shall be one vote permitted for each Unit, except that where a Unit is owned by the Association, no vote shall be allowed for such Unit. Where a Condominium Unit is owned by an artificial entity or by more than one person, the entity or all the Owners thereof shall be collectively entitled to the vote assigned to such Unit and such Owners shall, in writing, filed with Association, designate an individual who shall be entitled to cast the vote on behalf of the Owners of such Unit until the authorization is changed in writing.

7.3. Articles of Incorporation. A copy of The Articles of Incorporation of the Association are attached as Exhibit B.

7.4. The Bylaws. A copy of the By-Laws of the Association are attached as Exhibit C.

7.5. Limitation upon Liability of Association. Notwithstanding the duty of the

Association to maintain and repair the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any injury or damage resulting from latent or unknown condition of the property maintained and repaired by the Association.

7.6. Rosters.

A. Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. Each Unit Owner shall furnish to the Association a copy of the record evidence of his title, which evidence shall entitle a new Unit Owner to be included in the roster when ownership has been approved by the Association in the manner elsewhere described. Such roster shall show the name and mailing address of the individual designated in writing by the Unit Owner(s) as entitled to cast the vote assigned to the Unit on behalf of the Owners.

B. Mortgages. The Association shall maintain a roster that shall contain the name and address of each Owner and holder of a mortgage upon a Unit in the Condominium of which notice is given to the Association. This notice shall consist of a copy of the recorded instrument evidencing the interest of the mortgagee, which term when used in this Declaration shall include any Owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

7.7. Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7.8. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting.

7.9. Inspection of Condominium Documents. Members of the Association, their authorized representatives and the holders of Institutional Mortgages securing first mortgages on units in the condominium, shall be entitled to inspect the Official Documents as described in Florida Statute §718.111(12) and (13).

8. Insurance. The hazard, windstorm, flood, liability and other casualty insurance, as applicable, that may be purchased by the Association shall be governed by the following provisions:

A. Purchase. All insurance policies required for the benefit of the Association shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

B. Named Insured. The named insured shall be the Association individually and as agent for the Owners of Units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon Units covered by the policy, whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability.

C. Custody of policies and payment of proceeds. All policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the

Association, and all policies and endorsements on them shall be held by the Association.

D. Approval of company issuing and form of policies, etc. Each policy shall be in a form and amount and written by an insurance company approved by the Board of Directors of the Association. A copy of each policy shall be furnished to each institutional mortgagee upon request.

8.1. Coverages.

A. Casualty. The Association shall obtain and maintain adequate insurance, in an amount equal to the maximum insurable replacement values insuring the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association. Every hazard policy purchased to protect a building shall provide that the word "building" wherever used in the policy includes, but is not necessarily limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available. The coverage shall exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and all increases in value of Units occasioned by alterations, betterments and further improvement. Values of insured property shall be determined annually by the Board of Directors of the Association after receiving the advice of the insurance carrier writing the insurance. Insurance coverage shall afford protection against:

Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the Condominium Property. The bailee liability, if any, of the Association to Unit Owners shall be insured. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, refrigerator, oven, stove, and water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slabs, and inside paint and other inside wall and ceiling finishes. When appropriate and possible, the policies shall waive the insurer's right to:

Subrogation against the Association and against the Unit Owners individually and as a group; and

The pro-rata clause that reserves to the Insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

Avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

Notwithstanding any definition to the contrary contained herein, the coverage for all insurance policies shall be as provided by law.

B. Public Liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability

endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

C. Worker's Compensation insurance shall be carried to meet the requirements of law.

D. Officer and Directors Indemnification insurance shall be carried as provided in the Bylaws.

E. Fidelity Bond. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association at any one time. The phrase "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The Association shall bear the cost of bonding.

F. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Evidence of the payment of premiums shall be furnished by the Association to any Unit Owner or Mortgagee that encumbers a Unit, upon request.

8.2. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. Such insurance policies shall contain a provision that the proceeds covering property losses shall be paid over to the Association only after the Association has provided proof that the fidelity bonding of the officers and directors of the Association has been increased by the amount of such proceeds. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees.

A. Unit Owners. The Unit Owner is entitled to an undivided share in all insurance policies, that share being the same as the undivided share in the Common Elements appurtenant to his Unit. Where damage is caused to a particular Unit or Units, and Association insurance is payable therefor, the payment of proceeds for the actual damage does not violate this provision.

B. Mortgagees. In the event the Association has notice of a mortgage on the Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit Owner and mortgagee.

8.3. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the manner hereafter provided in the section entitled "reconstruction or repair after casualty."

8.4. Association as Agent. The association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.5. Benefit of Mortgagee. Certain provisions in this section entitled "insurance" are for the benefit of mortgagees of Condominium Parcels. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by that mortgagee.

9. Reconstruction and Repair after Casualty.

9.1. Determination Whether to Reconstruct and Repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

A. Lesser Damage. If Units to which 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association, after receiving the opinion of the mortgagee with greatest number of mortgages in the Condominium, and receiving the opinion of an architect licensed to practice in this State, to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

B. Major damage. If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association after receiving the opinion of the mortgagee with the greatest number of mortgages in the Condominium and receiving the opinion of an architect licensed to practice in the State, to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners and all Institutional Mortgagees holding a mortgage lien on any unit of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

The notice shall call a meeting of Unit Owners to be held within thirty (30) days from the mailing of the notice.

If the reconstruction and repair is approved at the meeting by the Owners of 75% of the Common Elements and a majority of the Institutional Mortgagees holding a mortgage lien on any unit, the damaged property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated without requirement of agreement as elsewhere provided. Mortgagees holding mortgages on any of the Units may appear at such meeting in person or by a representative and express their views.

The approval of a Unit Owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

The expense of this determination shall be assessed against all Unit Owners as a common expense.

C. Certificate. The Unit Owners may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

9.2. Report of damage. If any part of the Condominium Property shall be damaged and insurance proceeds or other funds are paid to the Association on account of the damage, a report of the damage shall be submitted by the Association to the Unit Owners and mortgagees as shown by the records of the Association. The report shall include the following

information:

Date and cause of damage.

Whether the damaged property will be reconstructed and repaired or the Condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

Schedule of damage for which Unit Owners have the responsibility and repair and the estimated costs of each Owner for reconstruction and repair.

The report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

9.3. Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided in the section entitled "Maintenance, Alteration and Improvement."

9.4. Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or, if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the entire building, by the Owners of not less than seventy-five percent (75%) of the Common Elements, including the Owners of all Units the plans for which are to be altered.

9.5. Assessments; Determination of Sufficiency of Funds.

A. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to the Owner of the Unit.

B. Determination of sufficiency of funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed Ten Thousand Dollars (\$10,000.00), the sufficiency of funds to pay the costs shall be determined by the Board of Directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed Ten Thousand Dollars (\$10,000.00), the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be held by the Association.

9.6. Disbursement of Funds. The funds held by the Association after a casualty, which

will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

A. Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be Condominium Property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial Owners as deemed appropriate by the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

B. Reconstruction and Repair of Damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

By Association - Damages of Ten Thousand Dollars (\$10,000.00) or Less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter: provided for the reconstruction and repair of damage of more than Ten Thousand Dollars (\$10,000.00) if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

By Association - Damage of More than Ten Thousand Dollars (\$10,000.00). If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed in payment of these costs in the manner required by the Board of Directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to Owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Unit bears to the total of these costs in all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs for his Unit. If there is mortgage upon a Unit, the distribution shall be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

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

C. Reliance upon certificates. The Board of Directors of the Association shall make a determination as to the existence of certain facts upon which the distribution of funds is conditioned and a certificate of the Association executed by its president and secretary, copies of which shall be provided to each Unit and Owner and their mortgagees, stating:

Whether the damaged property will be reconstructed, repaired or the Condominium terminated.

9.7. Benefit of mortgagees. Certain provisions in the section entitled "Reconstruction or repair after casualty" are for the benefit of mortgagees of Condominium Parcels. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee.

10. Use restrictions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the building in useful condition:

10.1. Units. Each of the Units shall be utilized for residential purposes only.

10.2. Common elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units by their occupants.

10.3. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit use of a Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property above that required when the Unit is used for the approved purposes.

10.4. Exterior appearance. No clothes, sheets, blankets, laundry or other articles shall be hung out or exposed from any patio or balcony or the Common Elements. Nothing shall be hung or displayed on the outside walls of the building and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna or satellite receiving device may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association, with the exception of hurricane shutters meeting the specifications adopted by the Board of Directors pursuant to Florida Statute 718.113. No materials of any nature or description, including but not limited to window film for sun and heat control may be affixed, adhered or otherwise caused to remain on the interior or exterior of any window or door. All draperies, curtains and blinds or other window treatments of each must be lined with a white material so that the windows and doors, when viewed from the exterior of the building will have a uniform and attractive appearance, and all exterior wall surfaces of the Condominium will be maintained in the original color scheme. No sign may be placed in the window of any Unit. No For Sale sign may be placed anywhere on the property, except by Developer selling Units in the ordinary course of business.

As provided by Florida Statute 718.113(4), any Unit Owner may display one portable, removable United States flag in a respectful way.

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

10.6. Leasing. Units may not be leased for less than one (1) month. All leases must be approved by the Association. Approval of leases is required, but the only criteria applicable



are those items stated in Section 11.2 of the Declaration.

10.7. Rules and Regulations. Reasonable regulations concerning the appearance and use of Condominium Property may be made and amended from time to time by the Association in a manner provided by its Articles of Incorporation and Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. All lessees and purchasers are deemed to be on notice of the contents of, and obliged to comply with, such Rules and Regulations even if they have not received a copy.

10.8. Entry Into Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

10.9. Pets - Limitation or prohibition. The Condominium Association, acting through its Board of Directors, may impose regulations, restrictions or limitations upon the keeping of pets and may appoint a committee for the purpose of enforcing such regulations in accordance with rules of procedure as contained in the Bylaws. Up to two (2) domestic pets (excluding dogs), shall be permitted in a Unit provided the total weight of each pet does not exceed thirty (30) pounds at maturity. Domestic pets are limited to indoor cats, small birds, and small fish only. No dogs or reptiles are permitted in the condominium. This provision may not be amended except on the affirmative vote of seventy-five percent (75%) of the Unit Owners in the manner for amendments as elsewhere provided in this instrument.

10.10. Parking Lot Restrictions. In addition to the fact that one parking space is numbered and assigned to a Unit, there are restrictions as to the type of vehicle that can be parked on the Condominium Property for more than two (2) hours. The types of vehicles that may not be parked for more than two hours on Condominium Property include, but are not limited to: boats, trailers, step vans, jet skis, vehicles with business signs affixed, motor homes, trucks other than standard pick-up trucks, any vehicle that would qualify as a commercial vehicle. The Board of Directors may impose additional limitations or modify the definitions of the above described vehicles.

10.11. Proviso. Provided, however, that until Developer has closed the sales of all of the Units and of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the Developer's sale of the Units. Developer may make such use of the unsold Units and Common Elements, without charge, as may facilitate sales of Units, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

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

11.1. Transfers subject to approval.

A. Sale. No Unit Owner may dispose of a Unit or any interest in a Unit by sale without approval of the Association except to the Owner of another Unit.

B. Lease. All leases are subject to approval of the Association, and shall not

be for less than one (1) month.

C. Gift. If any Unit Owner shall acquire his title by gift, the continuance of ownership of his Unit shall be subject to the approval of the Association. However, this restriction shall not apply to gifts by a Unit Owner to a member of his immediate family (viz. spouse, children or parents).

D. Other transfers. If any Unit Owner shall acquire title by any manner not considered in the foregoing subsections, other than by devise or inheritance upon death of an Owner, which transfer is not hereby restricted, the continuance of ownership of the Unit shall be subject to the approval of the Association.

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

A. Notice to Association.

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

Lease. A Unit Owner intending to make a bona fide lease of a Unit shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The Board of Directors has the right to approve or disapprove a Tenant. All leases must meet the minimum rental period. The Board of Directors shall have the right to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an escrow account maintained by the Association, each time a Unit is leased for occupancy by a non-owner. The security deposit shall protect against damages to the Common Elements or association property. Within 15 days after a tenant vacates the premises, the Association will refund the full security deposit or give written notice to the tenant and the Unit-owner of any claim made against the security. Disputes under this section shall be handled in the same fashion as disputes concerning security deposits under 83.49, Florida Statutes.

Pursuant to 718.116(4), Florida Statutes, delinquency in the payment of assessments at the time of application shall also constitute a valid reason for disapproval.

All leases shall be accompanied by the following statement signed by the prospective lessee: "The Restrictive Covenants of OCEAN GARDEN CONDOMINIUM, Declaration of Condominium and all applicable Rules and Regulations in effect have been discussed with lessee who by signing below acknowledges receiving a copy of said Rules and agrees to honor these regulations for the duration of the lease."

Gifts and other transfers. A Unit Owner intending to make a gift of a Unit or any interest in a Unit, and a Unit Owner who has obtained his title by gift, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonable require, and a certified copy of the instrument evidencing a transferee's title. A life estate deed of any type, or a trust or other Instrument

that provides a right of the beneficiary to reside on or enjoy a Condominium Parcel while the Owner is alive, shall be deemed to be a gift. As gifts to certain family members are permitted by 11.1C above are not restricted, approval is not applicable as to such transfers, but notice still must be provided.

Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of that disapproval.

Costs. A Unit Owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the Association, but which shall not exceed the statutorily permitted amount in effect at the time of the application, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be charged to the transferee .

B. Certificate of approval.

Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Volusia County, Florida at the expense of the purchaser.

Lease. If the proposed transaction is a lease, if the Tenant is approved and all requirements of Section 10.6 and 11.2 have been complied with, then within fifteen (15) days after receipt of the notice and information the Association must approve the lease and give notice as to whether or not a security deposit is required.

Gifts and other transfers. If the notice is of an intended gift or the Unit Owner giving notice has acquired his title by gift, or in any other manner not previously approved by the Association, then within fifteen (15) days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferee's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Volusia County, Florida at the expense of the Unit Owner. If the recipient is a family member as described above, an approval document shall be provided for recording.

11.3. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be treated in the following manner:

A. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within fifteen (15) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the Unit upon the terms hereafter stated. The seller shall be obligated to sell the Unit to the purchaser upon the following terms:

At the option of the purchaser to be stated in the agreement, the price to

be paid shall be that stated in the disapproved contract for sale or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

The purchase price shall be paid in cash, or upon terms approved by the seller.

The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.

A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction as contained in the Unit Owner's original notice of intent to sell shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

B. Lease. If the proposed transaction is a lease, the Unit Owner shall be advised in writing of the disapproval and the lease shall not be made, unless and until compliance with the applicable sections of the documents has been accomplished.

C. Gifts and other transfers. If the notice is of a proposed gift or an attempted gift already made, other than to a family member as provided above, the Unit Owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the Unit Owner giving notice has acquired his title by gift, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the Unit upon the terms hereafter stated. The Unit Owner shall be obligated to sell the Unit to the purchaser upon the following terms:

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

The purchase price shall be paid in cash or upon terms approved by the Unit Owner.

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

A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Volusia County, Florida, at the expense of the Unit Owner.

11.4. Exceptions. the foregoing provisions of the section entitled "Maintenance of Community Interests" shall not apply to:

A transfer to or purchase by an Institutional Lender, or its designee, that acquires its title as the result of owning a mortgage upon the Unit concerned, whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings, (but they shall apply to any other lender);

A transfer, sale or lease by an Institutional Lender that so acquires its title;

A transfer to a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

A mortgage or transfer to, or a mortgage, purchase or other acquisition by, Developer; or

Title acquired by devise or inheritance upon death of an Owner.

11.5. Unauthorized transactions. Any sale, transfer, lease or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. Compliance and default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation Bylaws and Rules and Regulations of the Association duly adopted pursuant to the terms of the applicable documents, and as to all such documents and regulations as they may be amended from time to time. The Board of Directors of the Association is hereby granted the authority to appoint a committee or committees of Unit Owners for the purpose of implementing and enforcing the terms of these documents and regulations under the rules of procedure contained in the Bylaws. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by The Condominium Act:

12.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by the negligence of the Owner, the Owner's family member, guests, employees, agents, invitees or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

12.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Condominium Act,

this Declaration, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

12.3. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

12.4. Fines. Pursuant to 718.303(3), Florida Statutes, the Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its guest, occupant, licensee, or invitee, to comply with any provision of the Declaration of Condominium, the Bylaws, or Rules and Regulations. No such fine may exceed One Hundred Dollars (\$100.00) per violation or the highest amount permitted by statute from time to time. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00). No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions hereof do not apply to unoccupied Units, and are subject to the administrative rules promulgated from time to time by the Department of Business and Professional Regulation or its appropriate successor.

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

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

13.2. Adoption. A resolution for the adoption of a proposed amendment may be at any regular or special meeting of the Association called in accordance with the Bylaws at which a quorum is present. Such amendments may be proposed by either the Board of Directors of the Association or by the members at a meeting of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing signed by the individual designated to cast the vote for the Unit as provided in Section 7.2 of this Declaration, providing that approval is delivered to the secretary at or prior to the meeting.

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

Not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the total number of votes to which the Unit Owners present and voting shall be entitled; or

Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

Not less than fifty percent (50%) of the entire membership of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

To correct misstatements of fact, typographical or clerical errors in the Declaration and its exhibits.

Not less than all the record owners of all other units in the Condominium to change the boundaries between Units in the manner elsewhere stated, provided the amendment is signed and acknowledged by the Developer, Unit Owner or Owners and

mortgagees of the affected Units.

Until such time as the Unit Owners other than the Developer are entitled to elect a majority of the directors, Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration; however the Developer may not amend, modify, alter or annul any language contained in this Declaration unless permitted by Chapter 718 of the Florida Statutes.

No amendment may be made without consent of mortgagees if, and only if, such proposed amendment would materially affect the rights or interests of mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, which consent may not be unreasonably withheld.

13.3. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the common expenses and owns the common surplus unless the record Owner of the Unit and, and Mortgagees, if required pursuant to 13.2 above, and upon the terms set forth therein, join in the execution of the amendment and unless the record Owners of two-thirds of all of the other Units approve the amendment. The consent of Mortgagees, if required, shall not be unreasonably withheld. Neither shall an amendment make any change in Sections 8, 9, 11 and 13 entitled "Insurance," "Reconstruction and Repair after Casualty", "Maintenance of Community Interests" and "Amendments" unless the record Owners of all mortgages upon the Condominium without consent of Mortgagees, if required pursuant to 13.2 above, and upon the terms set forth therein.

13.4. Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Volusia County, Florida.

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

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

14.2. Agreement. The Condominium may be terminated by approval in writing of all record Owners of Units and all record Owners of mortgages on Units.

14.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Volusia County, Florida.

14.4. Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienor shall have mortgages and liens upon the respective undivided shares of the Unit Owners. The undivided shares of

the Unit Owners shall be the same as the undivided shares of the Common Elements appurtenant to the Owners' Units prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of four-fifths (4/5) of the total voting interests.

15. Turnover of Association Control to Unit Owners other than Developer. At such time as the Unit Owners other than Developer elect a majority of the Directors of the Association as provided in Article IV, Section 2, E of the Bylaws of the Association, the Developer shall deliver to the Association all contributions to the Condominium Association's working capital as provided in the Purchase Agreement and paid to the Association under the control of the Developer at the time of closing less prepaid items which shall be pro-rated as of the date of turnover. It shall be the responsibility of the Developer to see that the contribution to working capital paid by each Unit Owner at the closing of the sale by Developer is paid over to the Association. The Developer shall also deliver all other items required to be delivered by the Bylaws or Florida Statute.

16. Cable television. The Developer, during construction or after completion, as evidenced by issuance of a certificate of occupancy by the appropriate authority, or the Association, by action of its Board of Directors, is authorized to enter into agreements to provide cable television service or other television reception service, to the Owners or occupants of Units of the Condominium, upon such terms and conditions as the Developer or the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a service contract for such service to all Units of the Condominium in which case the cost shall be treated as a common expense. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as the Developer or Board of Directors shall approve to effectuate the intentions of this paragraph. In the event service to all Units is not provided, Unit Owners shall have the right to have cable television service extended and provided within their Units without action of the Board of Directors and such services may be brought to the Unit Owners requiring or desiring such service over the Common Elements of the Condominium and as other utility services may be extended to the Condominium Units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the Common Elements and the limited Common Elements by the persons entitled to use them. Nothing in this paragraph shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install television reception facilities in this Condominium, nor to prohibit such installation. Unit Owners are prohibited from installing any type of antenna or satellite reception device on the roof or any other part of the exterior of the Condominium. Notwithstanding this provision, pursuant to Florida Statute 718.1232, no resident of any Unit, whether tenant or Owner, shall be denied access to any available franchised or licensed cable television service, nor shall such resident or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such resident and the provider of such services.

17. Miscellaneous.

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



B. Gender and Number. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

C. Notices. The Association shall give the Institutional Mortgagee or the Institutional Mortgage holder, insurer or guarantor of any mortgage on any unit in any building the right to timely notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
2. Any 60 day delinquency in the payment of assessments or charges owned by the owner of any unit on which it holds the mortgage;
3. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
4. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the Institutional Mortgagee or Institutional Mortgage holder, insurer, or guarantor must send written request to the Association, stating both its name and address and the unit number or address of the unit which it has (or insures or guarantees) the mortgage.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

FISH LIPS, INC., a Florida corporation

Holly A. Modrono  
Holly A. Modrono

By: Mary Stephens, pres.  
MARY STEPHENS, President

Tanya Hager  
Tanya Hager

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARY STEPHENS, well known to me to be the President of FISH LIPS, INC., a Florida corporation, named as Developer in the foregoing Declaration of Condominium, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9 day of August, 2006.

Holly A. Modrono  
Notary Public  
State of Florida at Large.  
Commission No.: DD 166187  
My commission expires: 11/18/06



**CONSENT OF MORTGAGEE**

CYPRESSCOQUINA BANK, owner and holder of a mortgage lien upon the property described in Mortgage and Security Agreement recorded in Official Records Book 5829, Page 3427, Public Records of Volusia County, Florida, hereby consents to the submission of said real property and improvements to condominium ownership in accordance with the terms and provisions of the Declaration of Condominium for OCEAN GARDEN CONDOMINIUM.

Signed, sealed and delivered  
in the presence of:

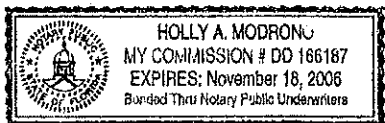
Patricia L. Bennett  
Witness  
Patricia L. Bennett  
Printed Name

CYPRESSCOQUINA BANK  
[Signature]  
By: Fred Jones  
Its: Vice President

Holly A. Modroño  
Witness  
Holly A. Modroño  
Printed Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

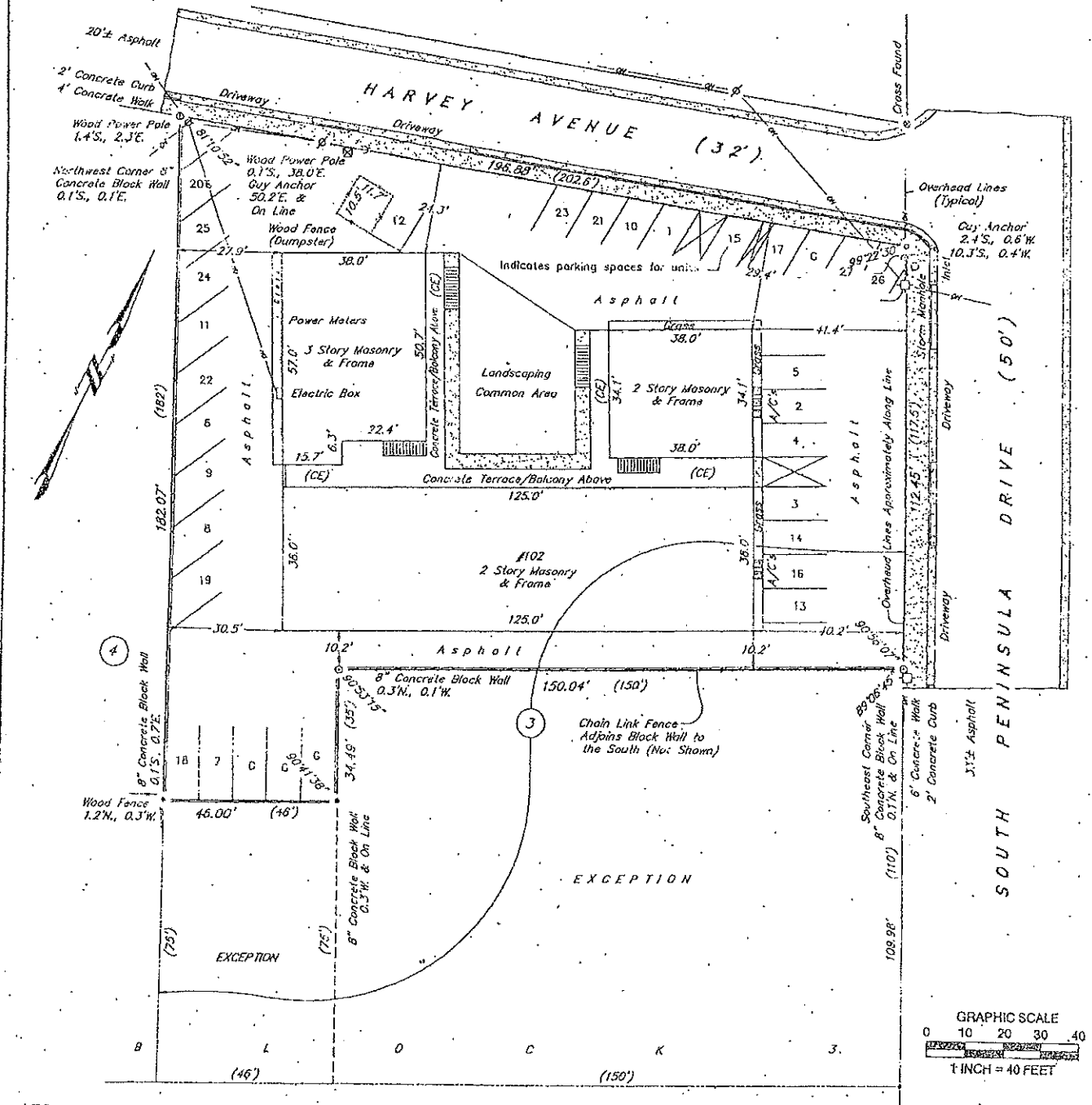
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2006, by FRED JONES an authorized officer for and on behalf of CYPRESSCOQUINA BANK, who  is personally known to me; or,  who has produced a driver's license as identification and who did not take an oath.



Holly A. Modroño  
Notary Public  
Holly A. Modroño  
Printed Name

*[Handwritten mark]*

# OCEAN GARDEN CONDOMINIUM



**LEGAL DESCRIPTION:**

LOT 3, BLOCK 3, ASSESSOR'S DAYTONA BEACH, EXCEPT THE SOUTHERLY 110 FEET OF THE EASTERLY 150 FEET AND ALSO EXCEPT THE WESTERLY 46 FEET OF SOUTHERLY 75 FEET THEREOF, AS PER MAP RECORDED IN MAP BOOK 3, PAGE 132, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**LEGEND:**

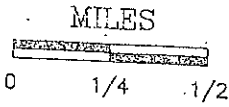
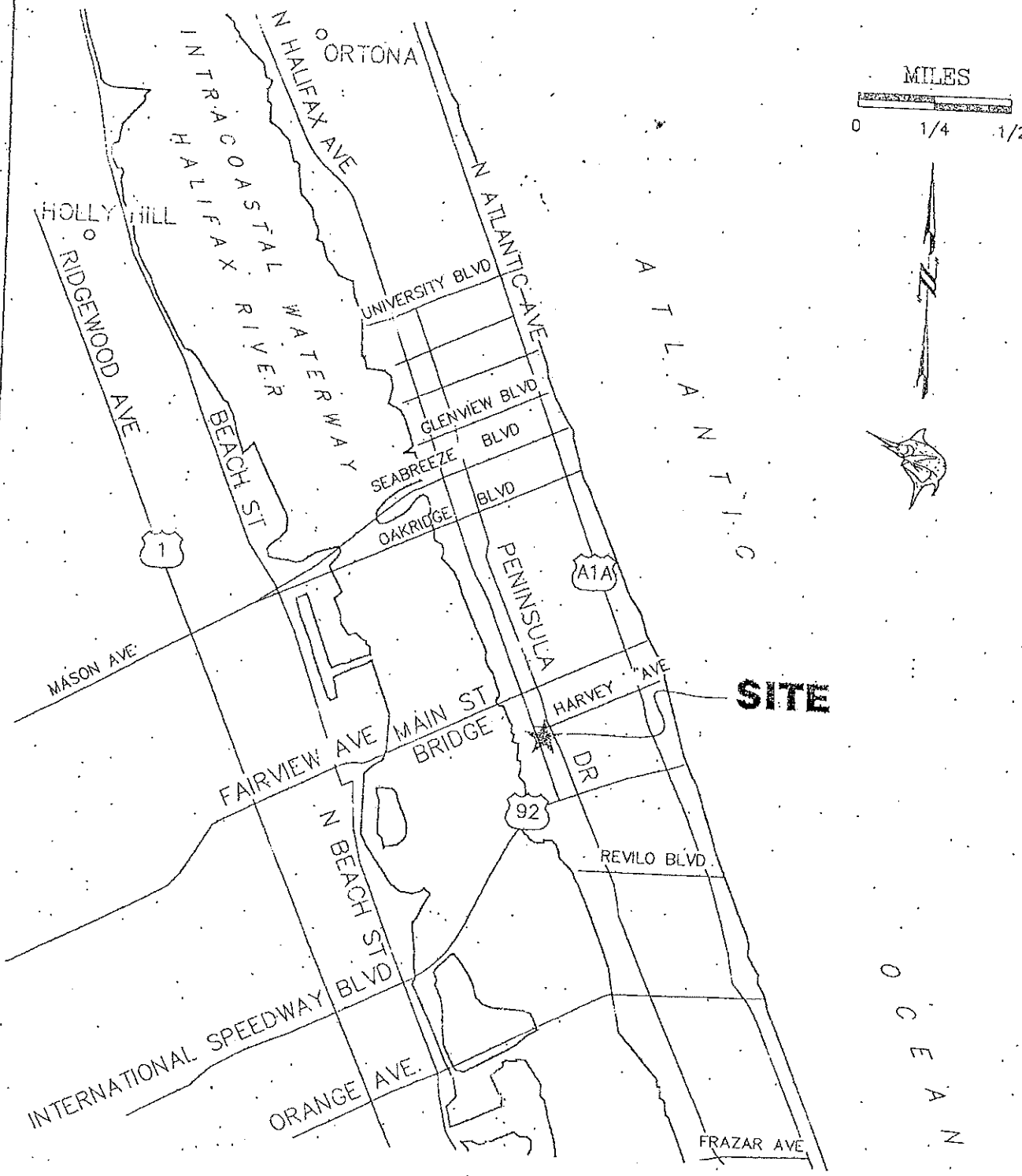
- - 1 1/4" Iron Pipe and Cap #4002 recovered    ○ - 5/8" Iron Rod and Cap #6312 found    ◐ - 5/8" Iron Rod and Cap #3865 found    ◑ - Cut found
- ◐ - 1 1/4" Iron Pipe and Cap #6883 set at corner (Cut found 0.29'W., 0.18'N.)    ⊙ - Concrete Pole    ⚡ - Wood Utility Pole    ⌘ - Water Meter
- (CE) - Common Element    G - Guest

No overhead or underground features shown except as noted. Record dimensions are shown in parenthesis, field measurements are not. Wood fence and/or mutual railings atop concrete block wall not shown. There may be additional restrictions and/or other matters not shown herein that may be found in the public records of this county, Florida.

**J.J. MATEJKA & ASSOCIATES, INC.**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LICENSED BUSINESS #6383  
 402 HARVEY AVENUE  
 DAYTONA BEACH, FL 32118  
 PHONE: FAX (386) 252-7371

## SURVEY AND PLOT PLAN

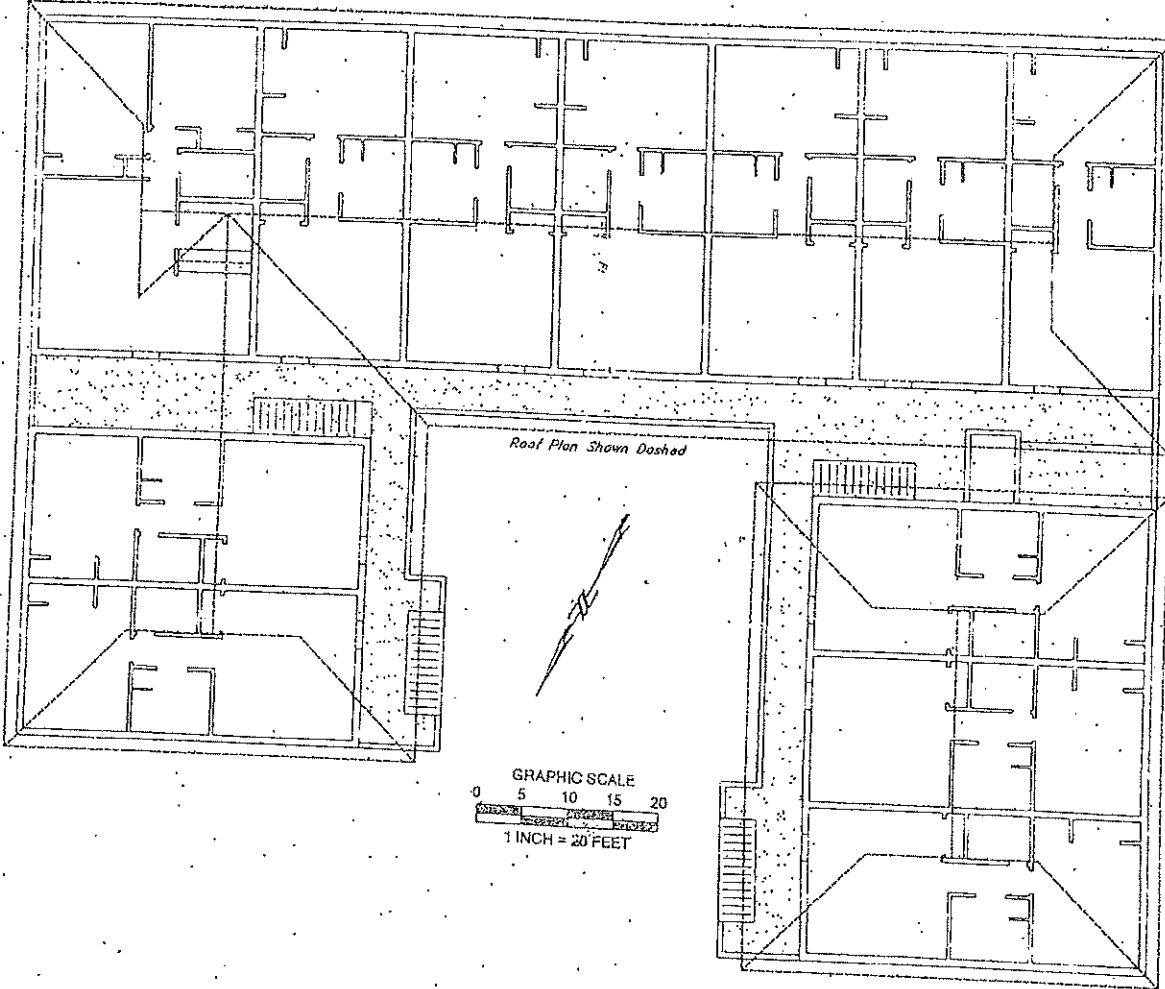
# OCEAN GARDEN CONDOMINIUM



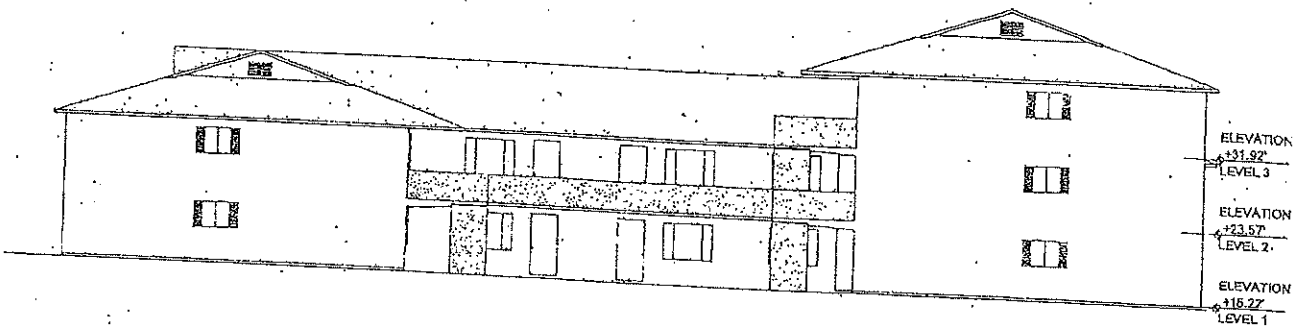
J.J. MATEJKA & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS & MAPPERS  
LICENSED BUSINESS #6883  
405 HARVEY AVENUE  
DAYTONA BEACH, FL 32118  
PHONE/FAX (386) 252-7371

**VICINITY MAP**

# OCEAN GARDEN CONDOMINIUM



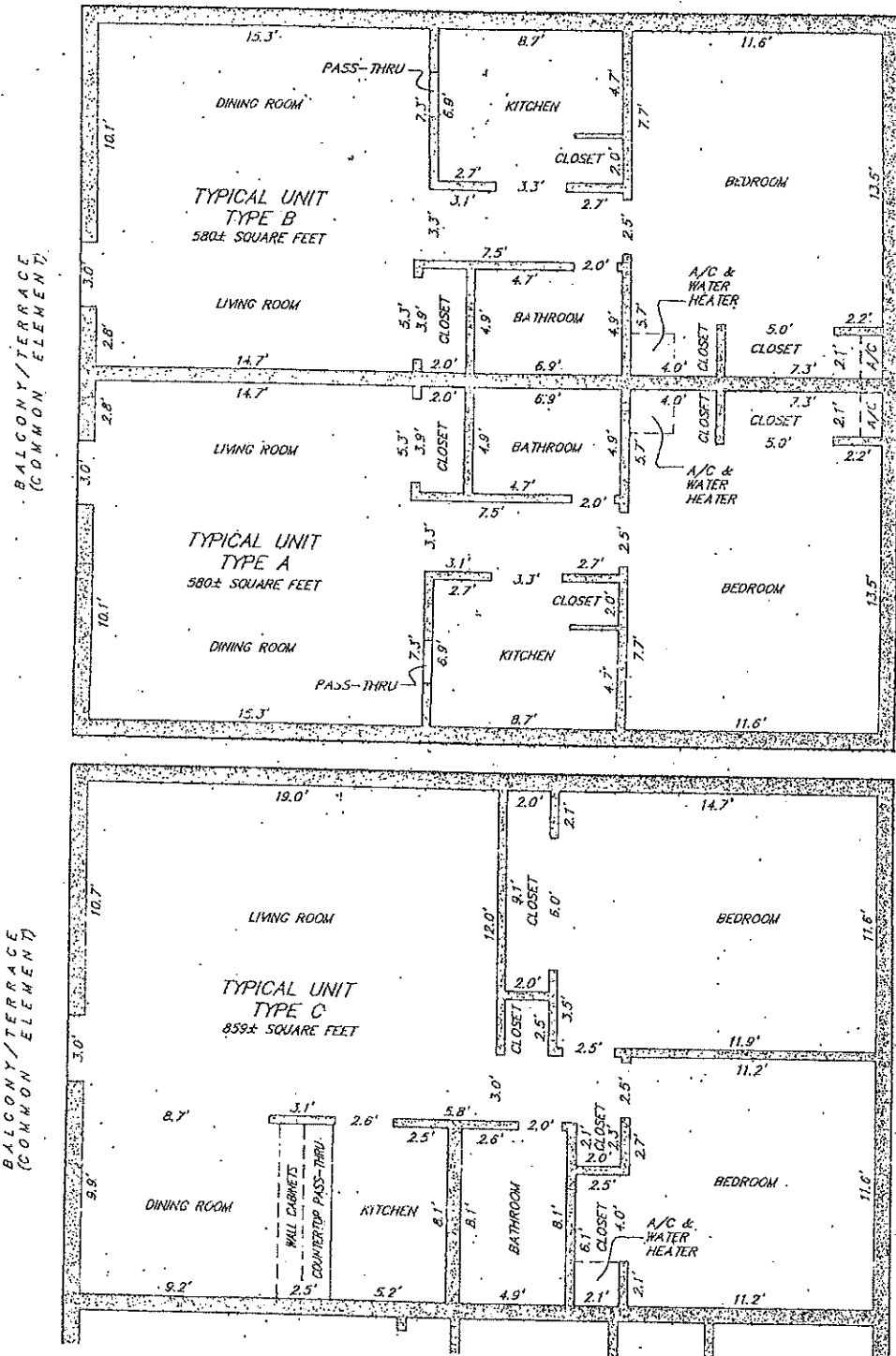
**ROOF PLAN**



**NORTH ELEVATION**

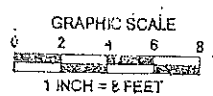
J.J. MATEJKA & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS & MAPPERS  
LICENSED BUSINESS #6883  
408 HARVEY AVENUE  
DAYTONA BEACH, FL 32118  
PHONE/FAX (386) 252-7171

# OCEAN GARDEN CONDOMINIUM



NOTES:  
 DIMENSIONING SHOWN HEREON IS APPROXIMATE AND MAY VARY  
 EACH CONDOMINIUM UNIT CONSISTS OF THE VOLUME BOUNDED BY:  
 A.) UPPER BOUNDARIES.  
 THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF  
 THE STRUCTURAL CEILING OF THE UNIT.  
 B.) LOWER BOUNDARIES.  
 THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF  
 THE CONCRETE FLOOR OF THE UNIT.

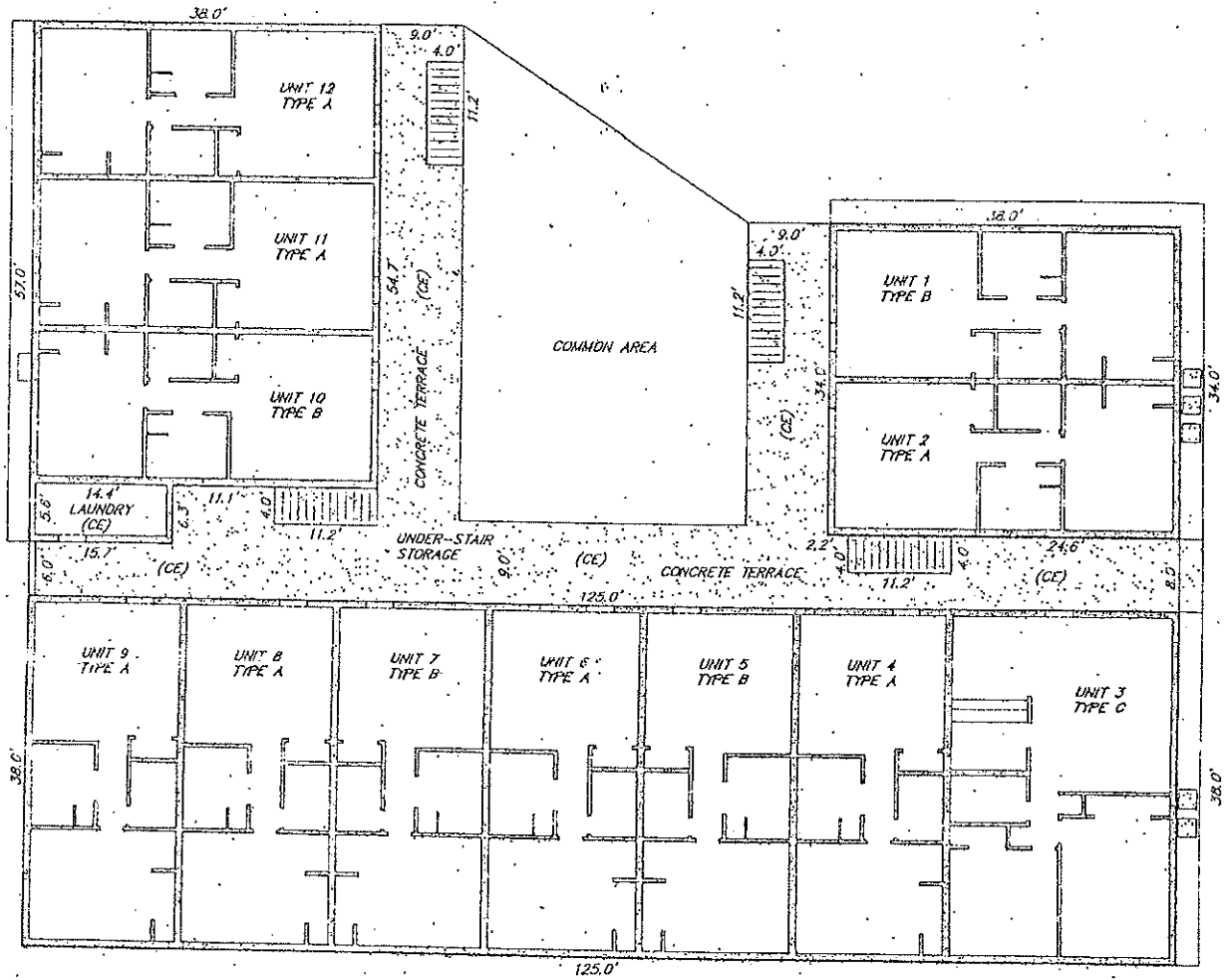
NOTES:  
 C.) PERIMETRICAL BOUNDARIES.  
 THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE  
 VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF  
 THE WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR  
 INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND  
 LOWER BOUNDARIES.  
 BALCONIES AND TERRACES ARE USED FOR INGRESS AND EGRESS  
 TO OTHER UNITS AND ARE COMMON ELEMENTS, (CE).



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 DAYTONA BEACH, FL 32118  
 PHONE/FAX (386) 252-7371

## FLOOR PLAN TYPICAL UNITS A B C

# OCEAN GARDEN CONDOMINIUM



**NOTES:**

DIMENSIONING SHOWN HEREON IS APPROXIMATE AND MAY VARY

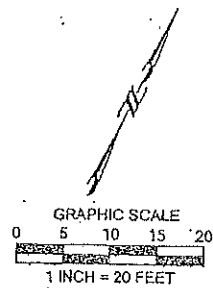
EACH CONDOMINIUM UNIT CONSISTS OF THE VOLUME BOUNDED BY:

A.) UPPER BOUNDARIES.  
THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE STRUCTURAL CEILING OF THE UNIT.

B.) LOWER BOUNDARIES.  
THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT.

C.) PERIMETRICAL BOUNDARIES.  
THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

BALCONIES AND TERRACES ARE USED FOR INGRESS AND EGRESS TO OTHER UNITS AND ARE COMMON ELEMENTS, (CE).

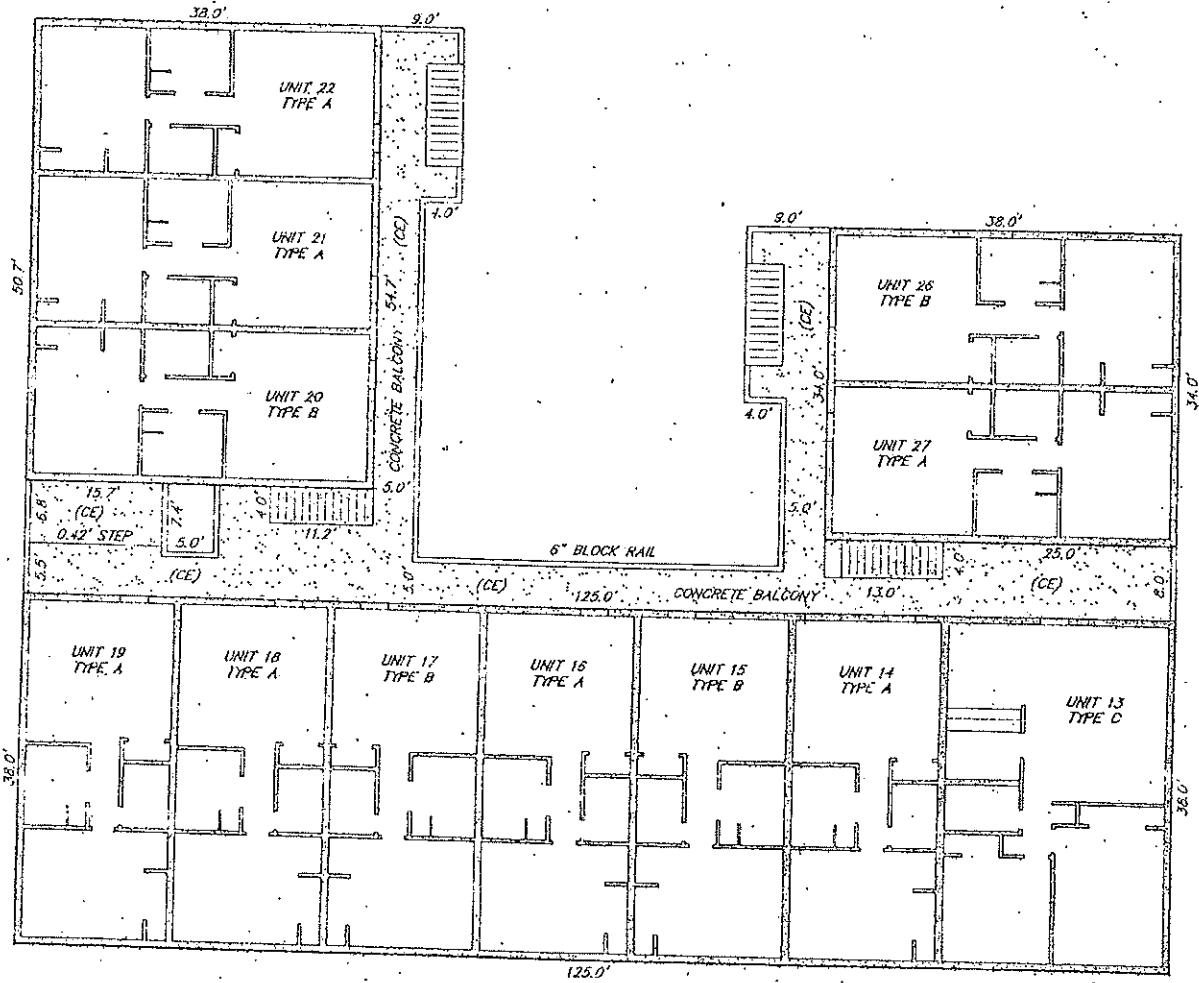


**J.J. MATEJKA & ASSOCIATES, INC.**  
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LICENSED BUSINESS #6893  
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DAYTONA BEACH, FL 32118  
PHONE/FAX (386) 252-7371

## LEVEL ONE UNIT PLAN



# OCEAN GARDEN CONDOMINIUM



**NOTES:**

DIMENSIONING SHOWN HEREON IS APPROXIMATE AND MAY VARY

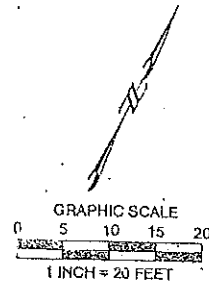
EACH CONDOMINIUM UNIT CONSISTS OF THE VOLUME BOUNDED BY:

A.) UPPER BOUNDARIES.  
THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE STRUCTURAL CEILING OF THE UNIT.

B.) LOWER BOUNDARIES.  
THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT.

C.) PERIMETRICAL BOUNDARIES.  
THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

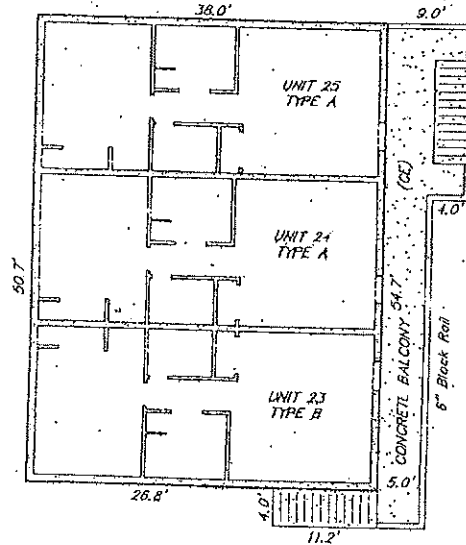
BALCONIES AND TERRACES ARE USED FOR ACCESS AND EGRESS TO OTHER UNITS AND ARE COMMON ELEMENTS, (CE).



**J.J. MATEJKA & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
LICENSED BUSINESS #6883  
433 HARVEY AVENUE  
DAYTONA BEACH, FL 32114  
PHONE/FAX (386) 252-7371

## LEVEL TWO UNIT PLAN

# OCEAN GARDEN CONDOMINIUM



**NOTES:**

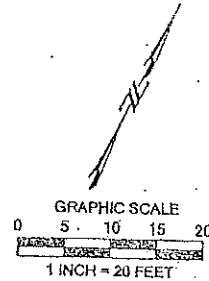
DIMENSIONING SHOWN HEREON IS APPROXIMATE AND MAY VARY  
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A.) UPPER BOUNDARIES.  
THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE STRUCTURAL CEILING OF THE UNIT.

B.) LOWER BOUNDARIES.  
THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT.

C.) PERIMETRICAL BOUNDARIES.  
THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

BALCONIES AND TERRACES ARE USED FOR INGRESS AND EGRESS TO OTHER UNITS AND ARE COMMON ELEMENTS, (CE).



J.J. MATEJKA & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS & MAPPERS  
LICENSED BUSINESS #6883  
408 HARVEY AVENUE  
DAYTONA BEACH, FL 32116  
PHONE/FAX (386) 252-7371

## LEVEL THREE UNIT PLAN

# OCEAN GARDEN CONDOMINIUM

STATE OF FLORIDA

COUNTY OF VOLUSIA

JOHN J. MATEJKA III, deposes and says on oath as follows, to wit:

1. That he is a duly registered and duly licensed land surveyor authorized to practice under the laws of the state of Florida.
2. Affiant hereby certifies that the IMPROVEMENTS shown within these exhibits, ARE EXISTING, so that these exhibits, together with the provisions of the Declaration of Condominium describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.
3. And further, that all planned improvements, including, but not limited to landscaping, utility services and access to the units identified herein and common element facilities serving the herein identified units, have been substantially completed in accordance with the provisions of Florida Statute 718.104.
4. That the elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on project datum.

J.J. MATEJKA & ASSOCIATES, INC., LB6883  
FURTHER AFFIANT SAYETH NAUGHT

By: \_\_\_\_\_

Date: 2-24-06

John J. Matejka III, President  
PROFESSIONAL SURVEYOR AND MAPPER LS4002  
State of Florida

**J.J. MATEJKA & ASSOCIATES, INC.**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LICENSED BUSINESS #6883  
 408 HARVEY AVENUE  
 DAYTONA BEACH, FL 32118  
 PHONE/FAX (386) 252-7371

## CERTIFICATION

EXHIBIT B

# State of Florida



## Department of State

I certify from the records of this office that OCEAN GARDEN ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on July 6, 2006.

The document number of this corporation is N06000007191.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 506A00044029-070706-N06000007191-1/1, noted below.

Authentication Code: 506A00044029-070706-N06000007191-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventh day of July, 2006



Sue M. Cobb  
Sue M. Cobb  
Secretary of State