

Prepared by and return to:
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Wright & Casey, P.A.
340 N. Causeway
New Smyrna Beach, FL 32169

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
OCEAN WALK AT NEW SMYRNA BEACH – BUILDING NO. 18, A CONDOMINIUM**

THIS IS TO CERTIFY THAT an Amendment to the Declaration of Condominium of Ocean Walk at New Smyrna Beach – Building No. 18, a Condominium (“the Declaration”), was approved by OCEAN WALK AT NEW SMYRNA BEACH – BUILDING NO. 18 CONDOMINIUM ASSOCIATION, INC. (“the Association”), as follows:

WITNESSETH

WHEREAS, the Declaration was recorded on January 23, 2015 in Official Records Book 7075, Page 3800, *et seq.* of the Public Records of Volusia County, Florida;

WHEREAS, Section 13 of the Declaration provides a method for amendment of the Declaration;

WHEREAS, pursuant to Section 13 of the Declaration, the Board of Directors proposed amendments to the Declaration and presented them to the unit owners in accordance with the Declaration and Section 718.110, Fla. Stat. (2024);

WHEREAS, pursuant to Section 13 of the Declaration, the majority of the Board of Directors and at least seventy-five percent (75%) of the Association members approved the proposed amendments at a duly noticed meeting on April 16, 2025.

NOW THEREFORE, the Declaration is amended as set forth in “**Exhibit A**” hereto.

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment this 16 day of May, 2025.

[Signatures on following pages]

OCEAN WALK AT NEW SMYRNA BEACH –
BUILDING NO. 18 CONDOMINIUM
ASSOCIATION, INC.

WITNESSES:

Abigail Kimball
Witness #1 Signature

Abigail Kimball
Witness #1 Print Name

387 US Route 1
Witness #1 Address

York ME 03909
Witness #1 Address

Whitney
Witness #2 Signature

Whitney Leresque
Witness #2 Print Name

387 US Route 1
Witness #2 Address

York ME 03909
Witness #2 Address

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization on this 16 day of May, 2025, by
Doris Chojnowski, as PRESIDENT of Ocean Walk at New
Smyrna Beach - Building No. 18 Condominium Association, Inc., who is personally known to me
or has produced drivers license as identification.

NOTARY PUBLIC:

(Seal)

Sign: Deanna D Giffin

Print: Deanna D Giffin

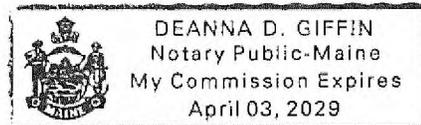


EXHIBIT "A"**AMENDMENTS TO OCEAN WALK BLDG. 18 DECLARATION**

Deletions are ~~stricken through~~ and additions are underlined. Underlining that appears in the original text has been removed for clarity. All other text remains unchanged. Boldface and italics appear in original document.

1. Purpose. The purpose of this Declaration is to submit the Lands, as defined herein, and improvements described and to be constructed thereon to the Condominium form of ownership and use in the manner provided in Chapter 718, Fla. Stat., as it may be amended from time to time, herein called the "Condominium Act." Amendments to the Condominium Act are expressly adopted and included herein by reference, and wherever provisions of Chapter 718 are cited herein, the citation shall refer to the most recent version of the Condominium Act.

* * *

1.2. The Land. The Land ~~owned by the Developer~~, which is by this instrument submitted to the Condominium form of ownership, shall be the airspace above the real property described by the legal description for Building No. 18 (Sheet 12 of 12) as described in ***Exhibit "A"*** attached hereto and made a part hereof, together with perpetual easements for ingress, egress and physical support, including subsurface support, over, under and through the real property, for the improvements which have been constructed and developed or which will be constructed and developed within the airspace above said real property.

* * *

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meanings stated in the Condominium Act (Fla. Stat. § 718.103), and as follows unless the context otherwise requires:

* * *

2.6 Limited Common Elements. Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units. The survey ~~exhibit included in Exhibit A~~ assigns each Limited Common Element to the appropriate Units.

Any reference made to Common Elements in the following provisions of this Declaration, or other Condominium instruments, is meant to also include Limited Common Elements unless the latter is ~~accepted~~ excepted or dealt with separately.

2.7. Common Expenses. Common Expenses include all expenses for which the owners of Units in the Condominium, (except the ~~a~~Association) shall be liable to the ~~a~~Association, including but not limited to: **(a)** expenses of administration and management of the Condominium property; **(b)** expenses of maintenance, operation, repair or replacement of Common Elements, and of the portions of the Units to be maintained by the Association; **(c)** expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; **(d)** and valid charges against the Condominium as a whole; **(e)** expenses imposed upon the condominium property by virtue of any recorded easements, use agreements, or restrictive covenants; **(f)** expenses specified as Common Expenses in Section 718.115, Fla. Stat; and **(g)** any expenses assessed against the property pursuant to that certain **Master Declaration of Covenants, Conditions, and Restrictions for Ocean Walk at New Smyrna Beach Master Association, Inc.**, recorded in Official Records Book 4433, Page 4305, of the Public Records of Volusia County, Florida, establishing certain Assessments due and payable to the **OCEAN WALK AT NEW SMYRNA BEACH MASTER ASSOCIATION, INC.**

* * *

2.10 Lease. A Lease shall mean the grant, either oral or in writing, by a Unit Owner of a temporary right of use of said owner's Unit for ~~a~~valuable consideration.

* * *

2.12 Master Declaration. Master Declaration means the Master Declaration of Covenants, Conditions, and Restrictions for Ocean Walk at New Smyrna Beach Master Association, Inc., recorded on May 13, 1999, in Book 4433, Page 4305, amended by that certain Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Ocean Walk at New Smyrna Beach Master Association, Inc., recorded in Official Records Book 6864, Page 4302, Public Records of Volusia County, Florida, and any subsequent lawful amendments thereto.

* * *

2.17 Hurricane Protection. Hurricane Protection means hurricane shutters, impact glass, code-compliant windows or doors, and other code-compliant hurricane protection products used to preserve and protect the condominium property or other association property.

* * *

4.3 Liability for Common Expenses and Share of Common Surplus. Each Unit Owner shall share the Common Expense and Common Surplus to the same extent as he shares in the Common Elements (Subparagraph 4.2(c) above and **Exhibit "D"** attached hereto);

however, this does not include the right to withdraw or require payment or distribution of the same. ~~Provided, however, the Developer shall not be obligated to pay any Common Expense Assessments to the Association, notwithstanding the fact that the Developer is an owner of a Unit in the Condominium, during such period of time as Developer shall guarantee the level of Assessments to be collected from other Unit Owners, as provided in Section 6.4 hereof.~~

* * *

5.1 Common Elements

* * *

(b) Alterations and Improvements. After the completion of the improvements, including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the Common Elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements. ~~This paragraph shall have no application to the right vested in the Developer pursuant to the provisions of Sections 3.2 and 3.3(d) hereof.~~

* * *

5.4 Hurricane Shutters Protection

(a) Responsibility for Hurricane Protection for the Unit. The Board may, subject to the approval of a majority of the total voting interests of the Association, install or require that Unit Owners install Hurricane Protection that complies with or exceeds the applicable building code. If a majority of the voting interests so approve, the vote shall be set forth in a certificate attesting to such vote and include the date that the Hurricane Protection must be installed. The certificate must be recorded in the public records of Volusia County, Florida. Once the certificate is recorded, the Board must mail or hand deliver a copy of the recorded certificate to the Unit Owners. The board may provide to Unit Owners who previously consented to receive notice by electronic transmission a copy of the recorded certificate by electronic transmission. The failure to record the certificate or send a copy of the recorded certificate to the Unit Owners does not affect the validity or enforceability of the vote of the Unit Owners. If Hurricane Protection that complies with or exceeds the current applicable building code has been previously installed, the Board may not remove the previously installed Hurricane Protection and install the same type of Hurricane Protection or require

that Unit Owners remove the previously installed Hurricane Protection and install the same type of Hurricane Protection unless the installed Hurricane Protection has reached the end of its useful life or unless it is necessary to prevent damage to the Common Elements or to a Unit. The installation, replacement, operation, repair, and maintenance of Hurricane Protection in accordance with the procedures set forth in this Section 5.4 shall not be deemed a material alteration to the Common Elements or Association property.

~~(b) — Hurricane Shutter, Impact Glass, and Window Installation.~~ The Board may, subject to the provisions of Section 718.3026, Fla. Stat., and the approval of a majority of voting interests in the Condominium, install hurricane shutters, impact glass, code-compliant windows, or other hurricane protection that complies with or exceeds the applicable building code. Upon installation of the same, the obligation for maintenance, repair and replacement of the hurricane shutters for a Unit shall be the obligation and responsibility of the Unit Owner. Notwithstanding, where hurricane protection or laminated glass or window film architecturally designed or function as hurricane protection which complies with or exceeds the current applicable building code has been previously installed, the Board may not install hurricane shutters or other hurricane protection.

(b) Responsibility for Hurricane Protection for the Common Elements. The Association shall be responsible for the installation, maintenance, repair and replacement of Hurricane Protection for the Common Elements. The installation, replacement, operation, repair, and maintenance of Hurricane Protection in accordance with the procedures set forth in this Section 5.4 shall not be deemed a material alteration to the Common Elements or Association property.

~~(a) (c) Hurricane Shutter Protection Specifications.~~ The Board of Directors of the Association shall adopt hHurricane shutter Protection specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

~~(c) (d) Shutter Installation by Unit Owner.~~ The Board of Directors of the Association shall not refuse to approve the installation or replacement of hHurricane shutters Protection by a Unit Owner conforming to the specifications adopted by the Board as required under subparagraph ~~(a) (c)~~ above.

~~(d) (e) Operation of Shutters by the Association.~~ The Board of Directors of the Association may operate installed shutters without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium property and Association property. The installation, replacement, operation, repair, and maintenance of

~~such shutters in accordance with the procedures set forth in this subsection shall not be deemed a material alteration to the Common Elements or Association property:~~

~~(e) (f) **Cost of Installation.** When ~~hHurricane shutters~~ Protection are installed by the Association as permitted and provided for subparagraph (b) above, the cost of installation of the ~~hurricane shutters or other hHurricane p~~Protection shall ~~not~~ be a Common Expense, ~~but shall be charged individually to the Unit Owners based on the cost of installation of the hurricane shutters or other hurricane protection appurtenant to the Unit.~~ Any ~~hurricane shutters or other hurricane protection or laminated glass architecturally designed to function as hurricane protection, which does not comply with the current applicable building code, may be replaced by the Association if it installs hurricane shutters or other hurricane protection as permitted and provided for subsection (b) above, and the cost of removal and replacement of such hurricane shutters or other hurricane protection shall be charged individually to such Unit Owner.~~~~

~~(g) **Enforcement.** If a Unit Owner fails or refuses to install, maintain, repair, or replace Hurricane Protection as required by Section 5.4(a) herein, the Association may correct or remedy such deficiency, including removal of non-conforming Hurricane Protection, and the cost thereof shall be levied as an assessment against the Unit. The assessment shall be collectable as set forth in Section 6 herein.~~

6. Assessments. The making and collection of Assessments against Unit Owners for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws and subject to the following provisions:

* * *

6.2 Payments. All Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before ten (10) days after the same are due shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to interest and then to the Assessment payment first due. If any installment of an Assessment remains unpaid thirty (30) days after the same shall become due the Board of Directors may declare the Assessment to be delinquent, ~~file a Claim of Lien~~ and take the enforcement actions permitted by this Declaration and Chapter 718, Fla. Stat.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid Assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such

Assessment or enforcement of such lien. Except as otherwise provided in Chapter 718, Fla. Stat., as it may be amended from time to time, no lien may be ~~filed~~ recorded by the Association against a Unit until ~~thirty (30)~~ forty-five (45) days after the date on which a notice of intent to ~~file-record~~ claim of lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first class United States mail to the Owner at his or her last address as reflected in the records of Association, and if such address is not the Unit address, by first-class United States mail to the Unit address. ~~if the address is within the United States and delivered to the Owner at the address of the Unit if the Owner's address as reflected in the records of the Association is not the Unit address.~~ If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first class United States mail is sufficient. Delivery of the notice shall be deemed given upon mailing as required by these provisions. Said lien shall be effective from and shall relate back to the recording of the original Declaration of Condominium, however, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Volusia County. The claim of lien must state the description of the Unit, the name of the record owner thereof, the name and address of the ~~a~~ Association, the amount due, and the due dates thereof, and the lien shall continue in effect as provided for in Section 718.116(5)(b) Fla. Stat., as amended from time to time. Such claim of lien shall be ~~signed and verified~~ executed and acknowledged by an Officer of the Association or by ~~a managing~~ an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the Unit shall be required to pay a reasonable rental for the Unit if awarded by the Court and the Association may be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid Assessments without waiving the lien securing the same. No action to foreclose shall be commenced until notice is given the Unit Owner of its ~~the Association's~~ intention to foreclose its lien to collect the unpaid Assessments. Such notice shall be that required by Section 718.116(6)(b) Fla. Stat., as amended from time to time. In the case when a first mortgagee acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure, such mortgagee is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than twelve (12) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the Mortgagee or for more than one percent (1%) of the original mortgage debt, whichever amount is less; ~~this provision~~ The one percent (1%) limit shall apply only if the first mortgagee joined the Association as a defendant in the foreclosure action, however, 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 discovered by the mortgagee. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors, and assigns.

* * *

6.5 Notice of Contest of Lien. By recording a notice of contest of lien in substantially the form set forth in Section 718.116(5)(c), Fla. Stat., as amended from time to time, a Unit Owner or the Unit Owner's agent or attorney may require the Association to enforce a recorded claim of lien against the Unit within ninety (90) days from the date of service of the notice of contest of lien. Service of the notice is made by the clerk of the Circuit Court after the notice of contest of lien has been recorded, and it is mailed to the Association by certified mail, return receipt requested, at the address shown in the claim of lien or most recent amendment to the claim of lien and shall certify to the service on the face of the notice. After service, the Association has ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within the ninety (90) day period, the lien is void. The ninety (90) day period shall be extended for any length of time that the Association is prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy petition by the Unit Owner or by any other person claiming an interest in the parcel.

* * *

10.13 Display of Flags. Any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, regardless of any Declaration other Association rules or requirements dealing with flags or decorations.

* * *

11. Purchase of Unit by Association. The Association shall have no power to purchase Units, except upon approval of by two-thirds (2/3) vote of the Membership of the total voting interests of the Association; provided, however, no approval shall be required and there shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments, or to take title by deed in lieu of foreclosure, all as permitted and provided for in Section 718.111(9), Fla. Stat.

12. Compliance and Default. Each Unit Owner, tenant, and other invitee shall be governed by and shall comply with the terms of this Declaration, the By-Laws, and the rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner, tenant, or invitee to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the **Condominium Act**.

* * *

12.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner, tenant, or invitee to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

* * *

14. Termination. The Condominium may be terminated in accordance with the requirements and procedures set forth in Section 718.117, Fla. Stat., and as follows:

14.1 Termination Because of Economic Waste or Impossibility. Notwithstanding any provision to the contrary in this Declaration, the Condominium form of ownership may be terminated by a plan of termination approved by seventy-five percent (75%) of the members of the Association when:

(a) the total estimated cost of construction or repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable or laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

(b) it becomes impossible to operate or reconstruct a condominium in its prior physical configuration because of land use laws or regulations.

14.2 Optional Termination. Except as provided for in Paragraph 14.1, the Condominium form of ownership may be terminated for all or a portion of the Condominium pursuant to a plan of termination approved by at least eighty percent (80%) of the total voting interests of the Condominium ~~if not more than ten percent (10%) unless five percent (5%) or more~~ of the total voting interests of the Condominium have rejected the plan of termination by negative

vote or by providing written objections thereto. Failure or refusal to vote does not constitute a negative vote.

14.3 Mortgage Lien Holders. Approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium parcel is not required unless the plan of termination will result in less than the full satisfaction of the mortgage lien affecting the Condominium parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to the plan of termination may contest the plan as provided by statute. At the time of sale, the lien shall be transferred to the proportionate share of the proceeds assigned to the Condominium parcel in the plan of termination or as subsequently modified by court order.

14.4 Powers in Connection with Termination. The approval of the plan of termination does not terminate the Association and it shall continue in existence following approval of the plan of termination with all powers and duties it had before approval of the plan. In addition, after approval of the plan, the Board of Directors of the Association shall take the actions provided for in Section 718.117(6), Fla. Stat.

14.5 Reports and Removals.

(b) The Unit Owners of the Association, when the Association is in termination, may recall or remove members of the Board of Directors with or without cause at any time as provided in ~~Section 718.112(2)(f), Fla. Stat.~~ 718.112(2)(l), Fla. Stat.

* * *

14.12 Right to Contest. A Unit Owner or lienor may contest a plan of termination by initiating a ~~summary procedure pursuant to Section 51.011~~ petition in accordance with Section 718.1255, Fla. Stat., within ninety (90) days after the date the plan is recorded. A Unit Owner or lienor who does not contest the plan within the ninety (90) day plan is barred from asserting or prosecuting a claim against the Association, the termination trustee, any Unit Owner, or any successor in interest to the Condominium property. In an action contesting a plan of termination, the person contesting the plan has the burden of pleading and proving that the apportionment of the proceeds from the sale among the Unit Owners was not fair and reasonable. The apportionment of sale proceeds is presumed fair and reasonable if it was determined pursuant to the methods prescribed in Section 718.117(12), Fla. Stat. ~~The court~~ If a petition for arbitration is filed with the Division, the arbitrator shall determine the rights and interests of the parties in accordance with Section 718.117, Fla. Stat. and order the plan of termination to be implemented if it is fair and reasonable. If the court determines that the plan of termination is not fair and reasonable, the court may void the plan or may modify the plan to apportion the proceeds in a fair and reasonable manner based upon the

~~proceeds and order the modified plan of termination to be implemented.~~ In such action, the prevailing party shall recover reasonable attorneys' fees and costs.

* * *

16. Official Records. From the inception of the Association, the Association shall maintain the items listed in Section 718.111(12), Fla. Stat., when applicable, and such items shall constitute the official records of the Association. Such official records shall be retained by the Association for the length of time specified in Section 718.111(12), Fla. Stat. The official records of the Association are open to inspection by any Association Member or the authorized representative of such Member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association Member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The failure of an Association to provide the records within ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50.00 per calendar day, up to ten (10) days, the calculation to begin on the eleventh (11th) working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Any person who commits the acts enumerated in Section 718.111(12)(c)2. through -4. shall be subject to the penalties described therein. ~~knowingly or intentionally defaces or destroys accounting records that are required by Chapter 718, Fla. Stat, or knowingly or intentionally fails to create or maintain accounting records that are required by Chapter 718, Fla. Stat, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), Fla. Stat.~~ The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in Section 718.504, Fla. Stat, and yearend financial information required in this Declaration on the Condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge as actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding these provisions, there are records enumerated in Section 718.111(12)(c), Fla. Stat, which shall not be accessible to Unit Owners including but not limited to, medical records of Unit Owners, Social Security numbers, driver's license numbers, credit card numbers, and other personal identifying information of any person.