

**This instrument prepared by
and after recording should be returned to:**

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File No.: 6605733-30

**DECLARATION OF CONDOMINIUM
OF
OCEAN WALK AT NEW SMYRNA BEACH -
BUILDING NO. 18,
A CONDOMINIUM**

TABLE OF CONTENTS

Declaration of Condominium of Ocean Walk at New Smyrna Beach - Building No. 18, a Condominium

	<u>PAGE NO.</u>
Section 1 Purpose	1
1.1 Name and Address.....	1
1.2 The Land	1
Section 2 Definitions	2
2.1 Unit.....	2
2.2 Unit Owner.....	2
2.3 Assessment.....	2
2.4 The Association.....	2
2.5 Common Elements	2
2.6 Limited Common Elements.....	2
2.7 Common Expenses	2
2.8 Common Surplus.....	3
2.9 Condominium.....	3
2.10 Lease.....	3
2.11 Master Association	3
2.12 Master Declaration	3
2.13 Ocean Walk.....	3
2.14 Reasonable Attorneys' Fees	3
2.15 Singular, Plural Gender	4
2.16 Utility Services	4
Section 3 Development Plan	4
3.1 Survey and Plot Plan of Condominium	4
3.2 Amendment of Plans	4
3.3 Easements.....	4
(a) Utilities	4
(b) Easements for Encroachments.....	5
(c) Pedestrian and Vehicular Traffic.....	5
(d) Developer	5
(e) Utility Services, Interior	5
(f) Utility Services, External.....	6
3.4 Identification of Units and Unit Boundaries.....	6
(a) Upper and Lower Boundaries of the Unit.....	6
(1) Upper Boundaries.....	6
(2) Lower Boundaries	6
(b) Perimetrical Boundaries of the Unit	6

TABLE OF CONTENTS, Cont.

		<u>PAGE NO.</u>
	3.5 Common Elements	6
Section 4	Units	6
	4.1 Units	6
	4.2 Appurtenances to Each Unit.....	6
	(a) Automobile Parking Spaces.....	7
	(b) Association	7
	(c) Other Appurtenances.....	7
	4.3 Liability for Common Expenses and Share of Common Surplus	7
Section 5	Maintenance, Alteration and Improvement	7
	5.1 Common Elements	7
	(a) By the Association.....	7
	(b) Alterations and Improvements.....	7
	5.2 Units	8
	(a) By the Unit Owner	8
	(b) By the Association.....	8
	(c) Incidental Damage.....	8
	(d) Failure to Maintain	8
	(e) Alteration and Improvements	8
	(1) To Common Elements.....	8
	(2) To the Units.....	9
	(3) Landscaping	9
	5.3 Limited Common Elements.....	9
	(a) Maintenance, Repair and/or Replacement.....	9
	(b) Sixth Floor Penthouse Terrace Areas	9
	(1) Grilling/Barbecuing.....	9
	(2) Terrace Floor	10
	5.4 Hurricane Shutters.....	10
	(a) Hurricane Shutter Specifications	10
	(b) Hurricane Shutter, Impact Glass and Window Installation.....	10
	(c) Shutter Installation by Unit Owner.....	10
	(d) Operation of Shutters by the Association	10
	(e) Cost of Installation	10
Section 6	Assessments	11
	6.1 Share of Common Expenses.....	11
	6.2 Payments	11
	6.3 Lien for Assessments.....	11

TABLE OF CONTENTS, Cont.

	<u>PAGE NO.</u>
6.4 Assessments Not Paid by the Developer.....	12
6.5 Notice of Contest of Lien	12
6.6 Notice to Mortgagees.....	13
Section 7 Association	13
7.1 Articles of Incorporation.....	13
7.2 By-Laws	13
7.3 Limitation Upon Liability of Association	13
7.4 Management	13
7.5 Membership and Voting Rights.....	14
7.6 Association Emergency Powers.....	14
7.7 Renewable Resources	14
7.8 Transfer of Control	14
Section 8 Insurance	14
8.1 Authority to Purchase	14
8.1.1 Deductibles.....	14
8.2 Coverage.....	15
(a) Casualty	15
(b) Public Liability	15
(c) Workers' Compensation Policy	15
(d) Fidelity Bonding.....	15
(e) Other.....	15
8.3 Premiums.....	16
8.4 Share of Proceeds	16
(a) Common Elements	16
(b) Mortgagees	16
8.5 Distribution of Proceeds	16
(a) Reconstruction or Repair	16
(b) Failure to Reconstruct or Repair.....	17
8.6 Association as Agent	17
8.7 Notice to Mortgagees.....	17
8.8 Notices to Mortgagees of Condemnation or Casualty Loss	17
8.9 Hazard Insurance Policies.....	17
Section 9 Reconstruction or Repair After Casualty	18
9.1 Determination to Reconstruct or Repair	18
9.2 Plans and Specifications	18
9.3 Responsibility	18
9.4 Estimate of Costs.....	18

TABLE OF CONTENTS, Cont.

	<u>PAGE NO.</u>
9.5 Assessments for Reconstruction and Repair.....	18
9.6 Construction Funds.....	19
Section 10 Use Restrictions.....	19
10.1 Occupancy	19
10.2 Common Elements	19
10.3 Nuisance	19
10.4 Television Antennas	20
10.5 Regulations.....	20
10.6 Developer's Use	20
10.7 Animals	20
10.8 Unsightly Items.....	20
10.9 Drainage and Grading.....	20
10.10 Separation and Subdivision of Unit Prohibited	21
10.11 Parking of Other Vehicles	21
10.12 Display of Religious Decorations	21
10.13 Display of Flags.....	21
Section 11 Purchase of Unit by Association.....	21
Section 12 Compliance and Default	21
12.1 Enforcement	21
12.2 Negligence.....	22
12.3 Costs and Attorneys' Fees	22
12.4 No Waiver of Rights.....	22
12.5 Notice to Mortgagees of Required Consent.....	22
12.6 Implied Consent by Mortgages.....	22
Section 13 Amendment	22
13.1 Notices.....	22
13.2 Resolution.....	22
13.3 Agreement	23
13.4 Exception.....	23
13.5 Proviso.....	23
13.6 Execution and Recording	23
Section 14 Termination	24
14.1 Termination Because of Economic Waste or Impossibility	24
14.2 Optional Termination	24
14.3 Mortgage Lien Holders.....	24
14.4 Powers in Connection with Termination	24
14.5 Reports and Removals.....	24
14.6 Plan of Termination.....	25
14.7 Plan of Termination; Required Provisions.....	25
14.8 Plan of Termination; Optional Provisions; Conditional Termination	26

TABLE OF CONTENTS, Cont.

	<u>PAGE NO.</u>
14.9 Termination Trustee	26
14.10 Title Vested In Termination Trustee.....	26
14.11 Notice	27
14.12 Right to Contest.....	27
14.13 Distribution.....	27
14.14 Plan of Termination – Not an Amendment.....	28
Section 15 Severability.....	28
Section 16 Official Records.....	28
Section 17 Ocean Walk Project.....	29
17.1 Definition of Project.....	29
17.2 Commonly Used Facilities.....	29
17.3 Future Development Within the Project	29

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SPACE ABOVE RESERVED FOR RECORDING

**DECLARATION OF CONDOMINIUM
OF
OCEAN WALK AT NEW SMYRNA BEACH - BUILDING NO. 18,
A CONDOMINIUM**

THIS DECLARATION is made this 15th day of January, 2015, by **NEW SMYRNA CONDO BUILDING NO. 18, INC.**, a Florida corporation, its successors and assigns, herein called "**Developer**."

Developer makes the following declarations:

1. **Purpose.** The purpose of this Declaration is to submit the **Lands** 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., herein called the "**Condominium Act**."

1.1 **Name and Address.** The name by which this Condominium is to be identified is: **OCEAN WALK AT NEW SMYRNA BEACH - BUILDING NO. 18, A CONDOMINIUM**, and its address is: 5300 S. Atlantic Avenue, New Smyrna Beach, Florida 32169.

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 meaning stated in the **Condominium Act** (Fla. Stat. §718.103) and as follows unless the context otherwise requires:

2.1 **Unit.** Unit means Unit as defined by the **Condominium Act**, each of which consists of a parcel of **Land**.

2.2 **Unit Owner.** Unit Owner means Unit Owner as defined in the **Condominium Act**.

2.3 **Assessment.** The Assessment means a share of the funds required for the payment of the Common Expenses incurred in the operation of the Condominium and the Common Elements, and other expenses incurred, as defined herein, and such Assessments shall be borne by the Unit Owner.

2.4 **The Association.** The Association means **OCEAN WALK AT NEW SMYRNA BEACH - BUILDING NO. 18 CONDOMINIUM ASSOCIATION, INC.**, a non-profit Florida corporation, and its successors.

2.5 **Common Elements.** Common Elements shall include: (a) the Condominium property not included in the Units; (b) tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; (c) such improvements, facilities, devices, and installations, whether located, for the furnishing of utility services to more than one Unit; (d) all rights appurtenant to the condominium property in and to the use of any easements, licenses or other real property rights or interests, including, but not limited to, the rights of the condominium property to make use of certain adjacent parking areas and ingress, egress and utility easements; (e) rights granted pursuant to the Master Declaration to use common areas and facilities serving the Project; and (d) all those items stated in the **Condominium Act**.

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 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 or dealt with separately.

2.7 **Common Expenses.** Common Expenses include all expenses for which the owners of Units in the Condominium (except the association) shall be liable to the 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 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.**

2.8 Common Surplus. Common Surplus means the amount by which the receipts of the Association including, but not limited to, Assessments received on account of Common Elements, exceed the amount of Common Expenses. Provided, however, in the event that the management of the Condominium property is delegated in full, or in part, by the Association to a separate management corporation by means of a management contract, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, or a part thereof, shall not be considered as part of the Common Surplus.

2.9 Condominium. Condominium means all of the Condominium property as a whole where the context so permits, including the **Land** and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

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.

2.11 Master Association. Master Association means Ocean Walk at New Smyrna Beach Master Association, Inc., a Florida corporation not for profit.

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, Public Records of Volusia County, Florida.

2.13 Ocean Walk. Ocean Walk means the project known as Ocean Walk at New Smyrna Beach and described in paragraph 17 hereafter.

2.14 Reasonable Attorneys' Fees. Reasonable attorneys' fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or

administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

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

2.16 Utility Services. Utility Services as used in the **Condominium Act** and construed with reference to this Condominium and as used in the Declaration and By-Laws shall include, but not be limited to, electric power, water, gas, garbage, sewage disposal, and cable television.

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

3.1 Survey and Plot Plan of Condominium. A survey and plot plan, entitled **Exhibit "A,"** of the Real Property and showing the **Land** improvements, if any, constructed thereon, is recorded in the Public Records of Volusia County. Each of the Units is a residential dwelling as designated and shown on **Exhibit "A."** Each such Unit shall be subject to fee simple ownership, subject to the conditions and restrictions provided for in this Declaration.

3.2 Amendment of Plans. **Developer** reserves the right to amend the plans, provided, however, **Developer** may not change the interior design or arrangement of any Units unless the record owner of the Units subject to change, all of the record owners of all other Units in the Condominium, and all record owners of liens on the Units subject to change all approve the change.

3.3 Easements. Each of the following easements is reserved through the Condominium property and is a covenant running with the **Land** of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of **Lands** of the Condominium from the Condominium:

(a) Utilities. Easements are reserved to the Association or such utility companies to which the Association may assign its easements as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Condominium project, including, but not limited to, the installation of cable television system lines, mains and such other equipment as may be required throughout the Condominium project, it being expressly agreed that **Developer** or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through a Unit, shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

In addition, easements are reserved to the Association or such utility companies to which the Association may assign its easements for such further utility easements over and across the Condominium property as may be required from time to time to service the Condominium property. Provided, however, such further easements, which shall be identified and located as the occasion shall arise, shall not be over or through any part of the Condominium property occupied by a building.

(b) **Easements for Encroachments.** Easements shall exist for the continued existence, maintenance, repair, rebuilding and reconstruction of foundations, footings, slabs, walls, attachments to walls, structural protrusions and roof overhang of improvements, where such improvement is primarily and substantially located upon and within one Unit, but encroaches upon into, under or over an adjacent Unit or portions of the Common Elements, if any. Similarly, easements shall exist for the encroachment of Common Elements, if any, upon any Unit.

After initial development of this Condominium, except for repair, replacement of reconstruction of an improvement in accordance with this Declaration, no additional encroachment shall be permitted as a result of the intentional or negligent act of a Unit Owner, the Unit Owner's agents or the Association or its agents.

(c) **Pedestrian and Vehicular Traffic.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes, and the Association shall have the right to remove a violating vehicle under Fla. Stat. §715.07.

(d) **Developer.** Until such time as the **Developer** has completed all of the contemplated improvements and sold all of the Units contained within the Condominium property, easements, including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the Condominium property as may be required by **Developer** for the completion of the contemplated improvement and sale of said Units. Neither the Unit Owners nor the Association, nor the use of the Condominium property shall interfere in any way with such completion and sale.

(e) **Utility Services, Interior.** The improvements, devices, appliances and facilities located within the boundaries of a Unit, furnishing utility services only to such Unit, shall be deemed a part of the Unit from the point of connection or attachment to the improvement, devices, appliances or facilities providing such utility service to other portions of the Condominium Property.

(f) **Utility Services, External.** Utility services located without the boundaries of a Unit, including those located below the surface of the **Land**, that are deemed Common Elements in accordance with Section 2.5 shall not be part of the Unit, notwithstanding their location.

3.4 Identification of Units and Unit Boundaries. A Condominium Unit is a separate Condominium Parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

(a) **Upper and Lower Boundaries of the Unit.** The upper and lower boundaries of the Condominium Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) **Upper Boundaries:** the horizontal plane of the bottom of the undecorated finished ceiling.

(2) **Lower Boundaries:** the horizontal plane of the top of the undecorated finished floor.

(b) **Perimetrical Boundaries of the Unit.** The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Element.

3.5 Common Elements. The Common Elements include all the parts of the Condominium not within the Units as defined in Section 3.4.

4. Units.

4.1 Units. The Units in the Condominium are identified and briefly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

4.2 Appurtenances to Each Unit. The owner of each Unit shall (i) own an undivided share of the Common Elements on an equal fractional basis as provided for in **Exhibit "D."** and (ii) the owner of each Unit shall own a certain interest in the Condominium property which is appurtenant to his Unit, including, but not limited to, the following items:

(a) **Automobile Parking Space.** The right to use, for automobile parking only, those portions of the Common Elements appurtenant to the Unit as are improved with parking spaces. This right is subject to the right and ability of the Association to make reasonable rules and regulations pertaining to the use of parking areas. Without limitation, this includes the right of the Association to enact and enforce a system of assigned parking spaces under rules and regulations adopted by the Board of the Association.

(b) **Association.** Each Unit Owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.

(c) **Other Appurtenances.** Each Unit shall (i) own an undivided share of the Common Elements as provided in **Exhibit "D,"** (ii) have the right to use exclusively Common Elements reserved in this Declaration or granted elsewhere to a certain Unit or Units as Limited Common Elements, and (iii) certain non-exclusive easements.

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. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) **By the Association.** The maintenance and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense, other than those expenses specifically provided to be paid by the individual Unit Owner in Sections 5.2(a) and (c) and 5.3 (a) hereof.

(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.

5.2 Units.

(a) **By the Unit Owner.** The maintenance, repair and replacement of the Unit shall be the responsibility of the Unit Owner, at the Unit Owner's sole cost and expense.

(b) **By the Association.** The maintenance, repair and replacement of the Common Elements, even though such areas may be located within the boundary of a Unit, shall be the responsibility of the Association, and all costs and expenses connected therewith shall be a Common Expense.

(c) **Incidental Damage.** Any damage to any Unit caused by, or a result of, the carrying out of the maintenance responsibilities of the Association, or another Unit Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Unit Owner, as the case may be. Any damage to any part of the Common Elements caused by or the result of any intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees or licensees, or by such Unit Owner in carrying out his maintenance responsibilities shall be repaired promptly at the expense of such Unit Owner.

(d) **Failure to Maintain.** The Association has the irrevocable right of access to each unit during the reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or another Unit or Units.

(e) **Alteration and Improvements.**

(1) **To Common Elements.** After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the **Developer** in the completion of the development as set forth herein, there shall be no substantial alteration or further improvement in the Common Elements without the approval either in writing or by vote of the Owners of not less than seventy-five percent (75%) of the Units in the Condominium. Any such alteration or improvement which is so approved by such requisite vote of Unit Owners as provided herein shall not interfere with the rights of any Unit Owner as established by this Declaration, without the Unit Owner's specific consent. Nothing contained in this section shall be deemed to require such written consent for maintenance, repair or replacement of existing Common Element facilities and improvements, nor shall the provisions hereof extend to betterments, as provided in the By-Laws.

(2) **To the Units.** Except as otherwise reserved by **Developer**, no Unit Owner shall make any alteration or improvement to the Unit Owner's Unit except in accordance with this section. A Unit Owner may make alterations or improvements to the interior of the Unit, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A Unit Owner may not expand, enlarge, relocate or add to his Unit without complying with the provisions of this Declaration. Any alterations or improvements to a Unit may be made only if prior approval in writing is obtained from the Association. If a Unit Owner has received written approval, then the Unit Owner may make such alteration or improvement at the Unit Owner's sole expense, provided that all work shall be done solely in accordance with such approval and without disturbing the rights of other Unit Owners or the Association, and provided further that all alterations or improvements shall be in compliance with all existing and applicable governmental codes, regulations and laws.

(3) **Landscaping.** All Landscaping, including, but not limited to trees, lawn areas, shrubs and plantings, to the exterior or the front of the improvements shall be maintained as a Common Expense of the Association.

5.3 **Limited Common Elements.**

(a) **Maintenance, Repair and/or Replacement.** The maintenance, repair and/or replacement of the Limited Common Elements appurtenant to each Unit shall be the responsibility of the Association, as provided hereinabove in Section 5.1. Provided, the Unit Owner shall be responsible for day-to-day maintenance and cleaning of such Limited Common Elements areas; provided, further, the maintenance, repair or replacement of such Limited Common Elements which shall be necessary or as a result of the Unit Owner's negligence or making use of said areas in an abusive manner or in a manner other than that for which said areas were intended shall be the responsibility and expense of the Unit Owner. The Limited Common Elements include certain patio and terrace areas which are identified in **Exhibit "A"** as Limited Common Elements ("L.C.E.").

(b) **Sixth Floor Penthouse Terrace Areas.** Notwithstanding anything in this Declaration, the Rules and Regulations, or any other governing document to the contrary, the Unit Owners of the Type "E" units, which are Units #601 and #605 (the "**Penthouse Unit Owners**") shall be permitted the following additional uses of the Limited Common Elements adjacent to their respect Units:

(1) **Grilling/Barbequing.** The **Penthouse Unit Owners** may use electric grills, which are approved under the Florida Fire Prevention Code as amended from time to time, for barbequing on the terrace; provided said Unit Owners shall comply with all fire and safety codes, rules, and/or regulations and take all reasonable and necessary steps to ensure the safety of the Unit and all other Unit Owners when operating and storing the grill. Other types of

grilling, including hibachi, gas-fired grills and charcoal grills may not be used unless specifically approved for use in the Florida Fire Prevention Code.

(2) **Terrace Floor.** The **Penthouse Unit Owners** may, upon written approval of the Association, which approval shall not be unreasonably withheld, install tile or other finished surfaces (the "**Flooring**") on the terrace floor; provided said Unit Owners shall take all reasonable and necessary steps to ensure the installation of the **Flooring** does not intrude into the moisture barrier on the terrace; provided, further, upon such installation, said Unit Owner shall maintain the **Flooring** in accordance with the Unit Owner's maintenance requirements, as provided in the Declaration.

5.4 **Hurricane Shutters.**

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

(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.

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

(d) **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) **Cost of Installation.** When hurricane shutters are installed by the Association as permitted and provided for subparagraph (b) above, the cost of installation of the

hurricane shutters or other hurricane 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.

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:

6.1 **Share of Common Expenses.** Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, in the same proportion as his undivided interest in the Common Elements, but such right shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus.

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., no lien may be filed by the Association against a Unit until thirty (30) days after the date on which a notice of intent to file a 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, 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 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 by an Officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Assessment 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 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 one percent (1%) of the original mortgage debt, whichever amount is less; this provision 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.

6.4 Assessments Not Paid by the Developer. The **Developer** shall be excused from the payment of its share of the Common Expenses in respect of the Units which it owns during the period of time that it agrees to pay any excess of actual Common Expenses incurred by the Condominium Association over the amount due to the Condominium Association as monthly Assessments from the Unit Owners, excluding the **Developer**. Beginning upon the date of recording of the Declaration, and continuing until the date the **Developer** owns less than ten percent (10%) of the Units in **OCEAN WALK AT NEW SMYRNA BEACH - BUILDING NO. 18, A CONDOMINIUM** for sale in the ordinary course of business or July 15, 2015, whichever shall first occur, a Unit Owner's monthly Assessment will not exceed \$330.00. **Developer** hereby obligates itself to pay any amount of Common Expenses incurred during that period in excess of the maximum amounts permitted to be collected as Common Expense Assessments from other Unit Owners. **Developer** reserves the right to extend the term of this paragraph for up to two (2) additional one-year periods at **Developer's** sole discretion.

6.5 Notice of Contest of Lien. By recording a notice in substantially the form set forth in Section 718.116(5)(c), Fla. Stat., a Unit Owner or the Unit Owners' 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. 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.

6.6 Notice to Mortgagees. In the event a Unit Owner is 60 days delinquent in paying any Assessment due to the Association, then the Association shall notify the institutional first mortgagee which has a first mortgage lien encumbering the Unit, if any, of such delinquency. Such notification shall be in writing and delivered by U.S. certified or registered mail, postage prepaid, with return receipt requested.

7. Association. The operation of the Condominium shall be by **OCEAN WALK AT NEW SMYRNA BEACH - BUILDING NO. 18 CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "B."**

7.2 By-Laws. A copy of the By-Laws of the Association is attached as **Exhibit "C."**

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Management. The Association may, but is not obligated to, contract for the management and maintenance of the Condominium and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules, and maintenance of the Common Elements. The Association shall, however, retain at all times the powers and duties granted therein by the **Condominium Act**, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

7.5 Membership and Voting Rights. Each owner of a unit in the Condominium shall be a member of the Association, and shall have the right to exercise one vote per unit in accordance with the procedures set forth in the By-Laws.

7.6 Association Emergency Powers. As provided for in Section 718.1265, Fla. Stat., the Board of Directors, in response to damage caused by an event for which a state of emergency is declared by the Governor of the State of Florida pursuant to Section 252.36, Fla. Stat., for the locale in which the Condominium is located, may, but is not required to exercise the powers enumerated in Section 718.1265, Fla. Stat.

7.7 Renewable Resources. Notwithstanding any provision of Section 718.113, Fla. Stat., or of this Declaration and any other governing documents, the Board of Directors may, without any requirement for approval of the Unit Owners, install upon or within the Common Elements or Association property, solar collectors, clotheslines, or other energy-efficient devices based on renewable resources for the benefit of the Unit Owners.

7.8 Transfer of Control. At the time that Unit Owners other than the **Developer** elect a majority of the Members of the Board of Directors, as provided for in Section 718.301(1), Fla. Stat., the **Developer** shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the **Developer** shall deliver to the Association, at the **Developer's** expense, all property of the Unit Owners and of the Association which is held or controlled by the **Developer**, including, but not limited to, the items set forth and prescribed in Section 718.301(4), Fla. Stat., and which are also enumerated in Paragraph 4.17 of the By-Laws of the Association, except for the financial records of the Association which shall be delivered not more than ninety (90) days following relinquishment of control of the Association by the **Developer**.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the Unit Owners, shall be covered by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the Common Elements shall be purchased by the Association for the benefit of the Association, and also for the benefit of Unit Owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of Certificates of Mortgagee endorsements. Such policies and endorsements thereon shall be deposited with the Association. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Unit Owner but the Unit Owner shall be obligated to obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

8.1.1 Deductibles. Policies obtained by the Board of Directors may include deductibles as determined by the Board. The deductibles shall be consistent with industry standards and prevailing practice for communities of similar size and age and having similar

construction and facilities in the locale where the Condominium is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined Assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined Assessment authority at a meeting of the Board. Such meeting shall be open to all Unit Owners in the manner set forth in Section 718.112(2)(e), Fla. Stat. The notice of such meeting must state the proposed deductible and the available funds and the assessment authority relied upon by the Board and estimate any potential Assessment amount against each unit, if any. The meeting described in this paragraph may be held in conjunction with a meeting to consider the proposed budget or an amendment thereto.

8.2 Coverage.

(a) Casualty. All Common Elements shall be insured in an amount equal to the maximum full insurable value, replacement cost, or similar coverage, as determined by an independent insurance appraisal or an update of a prior appraisal. The full insurable value shall be determined at least once every thirty-six (36) months. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the **Land**, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workers' Compensation Policy. To meet the requirements of law.

(d) Fidelity Bonding. The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The terms "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.

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

8.3 Premiums. Premiums for insurance permitted as provided for herein shall be a Common Expense, and shall be paid by the Association.

8.4 Share of 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 as Agent. The duty of the Association shall be to receive such proceeds, when applicable, as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares.

(a) **Common Elements.** Proceeds on account of damage to Common Elements shall be held in undivided shares for each Unit Owner of the Condominium, each owner's share being the same as his undivided share in the Common Elements appurtenant to his Unit.

(b) **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of a 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. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except in the distribution of such proceeds when made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

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

(2) Insurance proceeds are insufficient to restore or repair the Common Elements to the condition existing prior to the loss and if additional monies are not available for such purposes.

8.5 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 following manner:

(a) **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

8.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each owner of any other interest in the Condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Unit Owner upon payment of a claim.

8.7 Notice to Mortgagees. In the event of a lapse-cancellation or material change to the insurance coverage obtained by the Association pursuant to Section 8.2 above, the Association shall provide notice of such lapse-cancellation or material change to each institutional first mortgagee which has a first mortgage lien encumbering a Unit within the Condominium. Such notification shall be in writing and delivered by U.S. certified or registered mail, postage prepaid, with return receipt requested.

8.8 Notice to Mortgagees of Condemnation or Casualty Loss. In the event any portion of the Condominium becomes subject to a taking through eminent domain or condemnation proceedings, or in the event there is a casualty loss to any portion of the Condominium property not included in the Units, the Association shall notify all institutional first mortgagees which have a first mortgage lien encumbering any Unit within the Condominium of the existence of such eminent domain or condemnation proceeding, or of such casualty loss. Such notification shall be in writing and delivered by U.S. certified or registered mail, postage prepaid, with return receipt requested.

8.9 Hazard Insurance Policies.

(a) Every hazard insurance policy issued or renewed for the purpose of protecting the Condominium, shall provide primary coverage for all portions of the Condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and all alterations or additions made to the Condominium property or Association property pursuant to Section 718.113(2), Fla. Stat. The coverage shall exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing.

(b) Every hazard insurance policy issued or renewed to an individual Unit Owner must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy coverage the same property. Such

policies must include special Assessment coverage of no less than Two Thousand and No/100 Dollars (\$2,000.00) per occurrence. An insurance policy issued to an individual Unit Owner providing such coverage does not provide rights of subrogation against the Condominium Association operating the Condominium in which the individual's Unit is located. The Association shall require each Unit to provide evidence of a currently effective policy of hazard and liability insurance upon request, but not more than once per year. Upon the failure of an Owner to provide a certificate of insurance issued by an insurer approved to write such insurance in this State within thirty (30) days after the date on which a written request is delivered, the Association may purchase a policy of insurance on behalf of an Owner. The cost of such policy, together with reconstruction costs undertaken by the Association but which are the responsibility of the Unit Owner, may be collected in the manner provided for the collection of Assessments in Section 718.116, Fla. Stat.

(c) Reconstruction work after a casualty loss shall be undertaken as provided for in Sections 718.111(11)(g) and (j), Fla. Stat.

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the Association, by an affirmative vote of seventy-five percent (75%) of all Unit Owners, determines not to reconstruct said Common Elements.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements; or, if not, then according to plans and specifications approved by the Board of Directors of the Association.

9.3 Responsibility. If the damage is only to Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair, after casualty, shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, Assessment shall be

made against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from Assessments against Unit Owners shall be disbursed in payment of such costs by the Association as Agent.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction funds after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of Assessments paid by such owner into the construction fund shall not be made payable to any 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 Unit buildings in useful condition exist upon the **Land**.

10.1 Occupancy. Each of the Units shall be occupied only by the owner, its servants, tenants and guests, as a dwelling unit and for no other purpose, provided that a corporation may own or Lease a Unit. Nothing contained herein shall be interpreted to prohibit the leasing or rental of units either on a long-term, short-term or transient basis. The Association may adopt reasonable rules and regulations pertaining to rentals.

10.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit.

10.3 Nuisance. No nuisances shall be allowed to exist upon the Condominium property, nor shall use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. Garbage and trash must be kept in sanitary containers, which must be kept out of sight except when necessary to be left out for pick-up. The Association shall have the right to designate a common pick-up site for two or more Units in the event such a pick-up is required by the agency or company providing garbage services.

10.4 Television Antennas. No exterior television antennas of any type, including satellite dish receiving devices, shall be permitted or used upon the Condominium property, except for those which may be approved by and installed by the Association.

10.5 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by its By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

10.6 Developer's Use. As otherwise provided herein, until such time as the **Developer** has completed all of the contemplated improvements and has sold all of the Units contained within the Condominium property, neither the Unit Owners nor the Association, nor their use of the Condominium property, shall interfere with the completion of the contemplated improvements or sale of said Units. The **Developer** may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said Units and showing the Units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the Condominium property without the consent of the **Developer**.

10.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Condominium Property, except that dogs, cats or other household pets may be kept within Units, provided that they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable. The Association may adopt reasonable rules and regulations governing the keeping within the Condominium Property of such pets. All animals permitted to be kept pursuant to this section shall be kept on a leash when on any portion of the Common Elements.

10.8 Unsightly Items. All weeds, rubbish, debris or other unsightly materials or objects of any kind shall be regularly removed from the Units and from the Common Elements. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, sandboxes, statuary, sculpture or other objects purporting to be artistic in nature on the Common Elements, except as may be allowed by Rules and Regulations. Nothing contained herein shall prohibit the Association from locating benches or other decorative seating accommodations throughout the Common Elements.

10.9 Drainage and Grading. To facilitate the overall drainage plan of the Condominium, there shall be no changes in the grading of any portion of the Common Elements from that established at the completion of the construction of the dwelling thereon, nor shall established patterns of drainage of surface waters from be altered by any means without the written approval of the Association. The natural grade of the Common Elements shall not be disturbed except with the consent of the Association.

10.10 Separation and Subdivision of Unit Prohibited. Any sale or transfer of a Unit or interest therein shall include all of the appurtenances thereto, whether so stated or not, and no appurtenance may be severed from a Unit and sold, transferred or otherwise dealt with separate and apart from the Unit to which it is appurtenant. No Unit may be partitioned or further subdivided, provided, however, that this provision shall not be deemed to prevent ownership of a Unit in undivided interests. All references to Units shall, where the context requires, be construed to refer to the Condominium parcel of which the Unit is a part.

10.11 Parking of Other Vehicles. No boats, campers or recreational vehicles shall be allowed to be parked at any time within the condominium property, except in locations and under rules and regulations as may be promulgated by the Association from time to time. In the event of a breach of this provision, the Association shall have the right to cause the offending vehicle to be removed.

10.12 Display of Religious Decorations. The Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three inches (3") wide, six inches (6") high, and one and one-half inches 1 ½") deep.

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, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any Declaration 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 two-thirds (2/3) vote of the Membership; 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 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 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**.

12.1 Enforcement. 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 Element 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.

12.2 Negligence. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

12.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner 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.

12.4 No Waiver of Rights. The failure of the **Developer**, or the Association, or any Unit Owner to enforce a covenant, restriction or other provisions of the **Condominium Act**, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 Notice to Mortgagees of Required Consent. In the event the Association undertakes any action requiring a specified percentage of the holders of institutional first mortgages to approve or consent to the same, the Association shall give notice to all institutional first mortgagees which have a first mortgage lien on the Units within the Condominium setting forth the action to be taken by the Association and requesting the institutional first mortgagee's approval or consent to the same. Such notification shall be in writing and delivered by U.S. certified or registered mail, postage prepaid, with return receipt requested.

12.6 Implied Consent by Mortgagee. In any case where the Association gives written notice to the holder of an institutional first mortgage requesting such mortgagee's approval or consent to an action undertaken by the Association, failure of such institutional first mortgagee to respond to such request after 60 days written notice from the Association shall constitute such institutional mortgagee's approval and consent to such action requested by the Association, provided that the notice to the institutional first mortgagee was in writing and delivered by U.S. certified or registered mail, postage prepaid, with return receipt requested.

13. Amendment. Subject to the other provisions of the Declaration relative to amendment, this Declaration 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 Resolution. An amendment may be proposed by either the Board of Directors or by seventy-five percent (75%) of the members of the Association. A proposed amendment shall be considered by the Association at its next regular or special meeting, but in any

event within ninety (90) days from the date of the initial submission of such proposal. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and seventy-five percent (75%) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

13.3 Agreement. In the alternative, any amendment may be made by an agreement signed and acknowledged by eighty percent (80%) of the voting interests in the Condominium in the manner required for the execution of a deed and such amendments shall be effective when recorded in the Public Records of Volusia County, Florida.

13.4 Exception. Subject to compliance with Section 718.110(4), Fla. Stat., anything herein to the contrary notwithstanding, for so long as the **Developer** shall hold fee simple title to any Unit, the **Developer** may amend this Declaration of Condominium, including, but not limited to, an amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by Units, by recording such amendment in the Public Records of Volusia County, Florida, and such amendment shall be effective without the necessity of a meeting of the Unit Owners or the approval and joinder of any Unit Owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not increase the number of Condominium Units nor alter the boundaries of the Common Elements beyond the extent provided for under the provisions hereof, nor shall such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

13.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses of the Condominium and owns the Common Surplus of the Condominium unless the Unit Owner and all record owners of liens on the Unit join in the execution of the amendment and unless all of the Unit Owners of all other Units in the Condominium approve the amendment. The acquisition of property by the Association and material alterations or substantial additions to such property or the Common Elements by the Association in accordance with Sections 718.111(7) or 718.113, Fla. Stat., as amended from time to time, providing for the transfer for use rights in Limited Common Elements pursuant to Section 718.106 (2)(b), Fla. Stat., shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units. Further, no amendment shall make any change in any provision herein relating specifically to the **Developer** (including, but not limited to, Paragraphs and Subparagraph 3.2, 3.3(d), 4.3 and 10.6) without **Developer's** written consent and joinder in the execution of said amendment.

13.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Volusia County, Florida.

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 repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable 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%) 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. 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.

(a) The Association, termination trustee, or receiver (if appointed) shall prepare reports each quarter following the approval of the plan of termination setting forth the status and progress of the termination, costs and fees incurred, the date the termination is expected to be completed, and the current financial condition of the Association, trusteeship or receivership,

and provide copies of the report by regular mail to the Unit Owners and lienors at the mailing address provided to the Association by the Unit Owners and the lienors.

(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)(j), Fla. Stat.

(c) The lienors of Condominium parcels, when the Association is an association in termination, which represent at least fifty percent (50%) of the outstanding amount of liens, may petition a court having jurisdiction for the appointment of a termination trustee, which shall be granted upon good cause shown.

14.6 Plan of Termination. The plan of termination must be a written document executed in the same manner as a deed by Unit Owners having the requisite percentage of voting interest to approve the plan and by the termination trustee. A copy of the proposed plan of termination shall be given to all Unit Owners, in the same manner as for a notice of an annual meeting, at least fourteen (14) days prior to the meeting at which the plan of termination is to voted upon or prior to, or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan. A Unit Owner may document consent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of Unit Owners and, if required, consents or joinders of mortgages must be recorded in the Public Records of Volusia County, Florida. The plan is effective only upon recordation or at a later date specified in the plan.

14.7 Plan of Termination; Required Provisions. The plan of termination must specify:

- (a) the name, address and powers of the termination trustee;
- (b) a date after which the plan of termination is void if it has not been recorded;
- (c) the interests of the respective Unit Owners in the Association property, common surplus, and other assets of the Association, which shall be the same as the respective interests of the Unit Owners in the Common Elements immediately before the termination;
- (d) the interests of the respective Unit Owners in any proceeds from the sale of the Condominium property. The plan of termination may apportion those proceeds pursuant to any method prescribed in Section 718.117(12), Fla. Stat. If, pursuant to the plan of termination, Condominium property or real property owned by the Association is to be sold following termination, the plan must provide for the sale and may establish any minimum sale terms;

(e) any interests of the respective Unit Owners and insurance proceeds or Condominium proceeds that are not used for repair or reconstruction at the time of termination. The distribution of insurance proceeds shall be distributed in accordance with the provisions of Paragraph 8 of this Declaration. Condominium proceeds, if any, may be apportioned pursuant to any method prescribed in Section 718.117(12), Fla. Stat.

14.8 Plan of Termination; Optional Provisions; Conditional Termination.

(a) The plan of termination may provide that each Unit Owner retains the exclusive right of possession to the portion of the real estate that formerly constituted the Unit, in which case the plan must specify the conditions of possession.

(b) In a conditional termination, the plan must specify the conditions for termination. A conditional plan does not vest title in the termination trustee until the plan and a certificate executed by the Association with the formalities of a deed, confirming that the conditions in the conditional plan have been satisfied or waived by the requisite percentage of the voting interest, have been recorded.

14.9 Termination Trustee. The Association shall serve as termination trustee unless another person is appointed in the plan of termination. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the court to appoint a trustee. Upon the date of recording or at a later date specified in the plan, title to the Condominium property vests in the trustee. Unless prohibited by the plan, the termination trustee shall be vested with the powers given to the Board pursuant to the Declaration, By-Laws, and Section 718.117(6), Fla. Stat. If the Association is not the termination trustee, the trustee's power shall be co-extensive with those of the Association to the extent not prohibited in the plan of termination or the order of appointment. If the Association is not the termination trustee, the Association shall transfer any Association property to the trustee. If the Association is dissolved, the trustee shall also have such other powers necessary to conclude the affairs of the Association.

14.10 Title Vested in Termination Trustee. If termination is pursuant to a plan of termination under Sections 718.117(2) and (3), Fla. Stat. (subparagraphs 14.1 and 14.2 of this Paragraph 14), the Unit Owners' rights and title as tenants in common in undivided interests in the Condominium property vest in the termination trustee when the plan is recorded, or at a later date specified in the plan. The Unit Owners thereafter become the beneficiaries of the proceeds realized from the plan of termination. The termination trustee may deal with the Condominium property, or any interest therein, if the plan confers on the trustee the authority to protect, conserve, manage, sell, or dispose of the Condominium property. The trustee, on behalf of the Unit Owners, may contract for the sale of real property, but the contract is not binding on the Unit Owners until the plan is approved pursuant to Sections 718.117(2) and (3), Fla. Stat.

14.11 Notice.

(a) Within thirty (30) days after a plan of termination has been recorded, the termination trustee shall deliver by certified mail, return receipt requested, notice to all Unit Owners, lienors of the Condominium property, and lienors of all Units at their last known addresses that a plan of termination has been recorded. The notice must include the book and page number of the public records in which the plan was recorded, notice that a copy of the plan shall be furnished upon written request, and notice that the Unit Owner or lienor has the right to contest the fairness of the plan.

(b) The trustee, within ninety (90) days after the effective date of the plan, shall provide to the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation (the "Division") a certified copy of the recorded plan, the date the plan was recorded, and the county, book and page number of the public records in which the plan is recorded.

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, 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 apportion 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 shall determine the rights and interests of the parties 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.

14.13 Distribution.

(a) Following termination of the Condominium, the Condominium property, Association property, common surplus, and other assets of the Association shall be held by the termination trustee, as trustee for Unit Owners and holders of liens on the Units in their order of priority.

(b) Not less than thirty (30) days before the first distribution, the termination trustee shall provide notice to the Unit Owners and lienors at their last known addresses stating a good faith estimate of the amount of the distribution in accordance with the provisions of Section 718.117(17)(b), Fla. Stat.

(c) The proceeds from any sale of Condominium property or Association property and any remaining Condominium property or Association property, surplus, and other assets shall be distributed according to the priority set forth in Section 718.117(17)(c), Fla. Stat.

14.14 Plan of Termination – Not an Amendment. A plan of termination is not an amendment subject to Section 13 hereof or pursuant to Section 718.110(4), Fla. Stat. In a partial termination, a plan of termination is not an amendment subject to Section 13 hereof or pursuant to Section 718.110(4), Fla. Stat., if the ownership share of the Common Elements of a surviving unit in the Condominium remains in the same proportion to the surviving units as it was before the partial termination.

15. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the rules and regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

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 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, drivers license numbers, credit card numbers, and other personal identifying information of any person.

17. **Ocean Walk Project.** The **Lands** being submitted herein to condominium ownership are a portion of a larger project known as **Ocean Walk**.

17.1 **Definition of Project.** **Ocean Walk at New Smyrna Beach - Building No. 18, a Condominium**, is contemplated to be a part of a development located in Volusia County, Florida, and is currently comprised of approximately seventeen (17) separate condominiums and the common area, including the recreational facilities referenced and described in Paragraph 17.2 hereafter, which development is referred to in this Declaration of Condominium as **Ocean Walk**. The Project may be expanded to encompass up to six hundred sixty (660) residential condominium units. It is the intent (albeit nonbinding) of New Smyrna Condo Land, Inc. or Group 2800 - New Smyrna Beach, Inc., as applicable (collectively, the "**Master Developer**") that each major stage of development in the Project will be a separate Condominium similar to **Ocean Walk at New Smyrna Beach - Building No. 18, a Condominium**, except that Building 20 may be constructed for commercial use and not residential use, and, in such case, the Project may be expanded only to six hundred twenty-seven (627) residential condominium units.

17.2 **Commonly Used Facilities.** The Project includes two "recreation facilities" located on **Lands** described in the Master Declaration. The recreation facilities have been constructed by **Master Developer** and have been conveyed to the Master Association, subject to a leasehold interest for a portion of the second floor of the southern recreational facility which will run for a term of thirty (30) years with five (5) successive ten (10) year renewals. Subject to the lease, the Master Association holds said **Lands**, when conveyed to it, for the use and benefit of the Owners within the Condominium and other Owners of other Condominium Units or other types of residential dwellings which are granted said use rights pursuant to the terms of the Master Declaration or any amendments thereto. The Master Declaration contains terms and conditions, rules and regulations, assessment methodology and other terms which shall govern the use and maintenance of the recreation facilities, and the terms of the Master Declaration are incorporated herein by reference.

17.3 **Future Development Within the Project.** The **Master Developer** reserves to itself the sole and absolute right to determine the timing, method of ownership and manner of development of any and all sections of the Project not included in **Ocean Walk at New Smyrna Beach - Building No. 18, a Condominium**. In no event shall any provision of this Declaration be construed as imposing upon the **Master Developer** any obligation whatsoever to submit to condominium ownership any properties, improvements or Condominium Units other than those hereby or heretofore submitted. The consent or joinder of the Unit Owners other than the **Developer** or any mortgage holder shall not be required to add any **Lands**, improvements or other Condominium regimes to the jurisdiction or ownership of the Master Association.

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

Witnesses:

Printed name: Rob Camarero

Printed name: Scott Coulson

"Developer"

NEW SMYRNA CONDO BUILDING
NO. 18, INC., a Florida corporation

By: Dan Silvestri

Dan Silvestri,
Vice President

STATE OF ~~TEXAS~~ FLORIDA
COUNTY OF ~~HARRIS~~ VOLUSIA

The foregoing instrument was acknowledged before me on the 15 day of January, 2014, by Dan Silvestri, as Vice President, of NEW SMYRNA CONDO BUILDING NO. 18, INC., a Florida corporation, on its behalf, and who

- ☒ is personally known to me; or
☐ has produced _____ as identification.



Jackie Hickman
Notary Public

EXHIBIT "A"

**Legal Description
of
Ocean Walk at New Smyrna Beach - Building No. 18, a Condominium**

**Also included and attached as part of Exhibit "A" are the
Survey, Plot Plan, Floor Plans and Unit Plans**

OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
A CONDOMINIUM
SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
VOLUSIA COUNTY, FLORIDA

BOOK PAGE

THE AIRSPACE ABOVE THE FOLLOWING DESCRIBED REAL PROPERTY:

BUILDING No. 18
THAT PORTION OF GOVERNMENT LOT 5 LYING WESTERLY OF COUNTY
ROAD A1A, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST,
VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE GOVERNMENT LAND OFFICE (GLO) MONUMENT ON THE NORTH LINE OF SECTION 6, TOWNSHIP 18, SOUTH, RANGE 35 EAST, AS LOCATED PER MONUMENTATION AND DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 88°41'40" E ALONG SAID NORTH LINE A DISTANCE OF 690.40 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST; THENCE S 00°54'52" E ALONG THE WEST LINE OF GOVERNMENT LOT 1, A DISTANCE OF 718.04 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE S 89°41'53" E, ALONG A LINE REFERRED TO AS THE SOUTH LINE OF THE NORTH 700 FEET OF GOVERNMENT LOT 1 AS SHOWN ON SHOREHOM BY THE SEA, A CONDOMINIUM, AS RECORDED IN MAP BOOK 36, PAGE 39, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 383.22 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD A1A; THENCE S 33°40'22" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2136.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S 56°19'38" W, 139.71 FEET FOR THE POINT OF BEGINNING; THENCE RUN S 40°06'35" E, 91.64 FEET; THENCE RUN N 49°36'14" E, 46.77 FEET; THENCE RUN S 33°40'22" E, 116.98 FEET; THENCE RUN S 33°03'17" W, 72.45 FEET; THENCE RUN S 49°57'17" W, 59.76 FEET; THENCE RUN N 75°29'30" W, 6.59 FEET; THENCE RUN N 51°19'07" W, 26.47 FEET; THENCE RUN N 57°01'13" W, 83.40 FEET; THENCE RUN N 09°23'24" W, 30.58 FEET; THENCE RUN N 48°41'25" W, 29.32 FEET; THENCE RUN N 07°05'35" W, 20.39 FEET; THENCE RUN N 30°02'17" W, 10.24 FEET; THENCE RUN N 44°22'40" W, 18.42 FEET; THENCE RUN N 00°40'30" E, 21.34 FEET; THENCE RUN N 49°36'14" E, 91.95 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINING 0.69 ACRES, MORE OR LESS.

TOGETHER WITH PERPETUAL EASEMENTS IN FAVOR OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, FOR INGRESS, EGRESS AND PHYSICAL SUPPORT, INCLUDING SUBSURFACE SUPPORT, OVER, UNDER AND THROUGH THE ABOVE DESCRIBED REAL PROPERTY FOR THE IMPROVEMENTS WHICH HAVE BEEN CONSTRUCTED AND DEVELOPED, OR WHICH WILL BE CONSTRUCTED AND DEVELOPED, WITHIN THE AIRSPACE ABOVE DESCRIBED PROPERTY.

LEGEND:

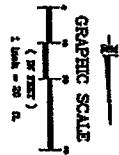
UNITS ARE IDENTIFIED BY UNIT NUMBER AND UNIT TYPE. EACH UNIT IS ACCOMPANIED BY A PATIO (AND UNITS 601 AND 605 EACH HAVE A TERRACE AREA) DESIGNATED "L.C.E.", WHICH IDENTIFIES IT AS LIMITED COMMON ELEMENT. ALL PORTIONS OF THE BUILDING NOT DESIGNATED AS A UNIT OR A LIMITED COMMON ELEMENT ARE COMMON ELEMENT, AND ALL PORTIONS OF THE ABOVE-DESCRIBED LAND, ARE A COMMON ELEMENT.

LEGAL DESCRIPTION
BUILDING No. 18

SHEET 12 OF 12

OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18

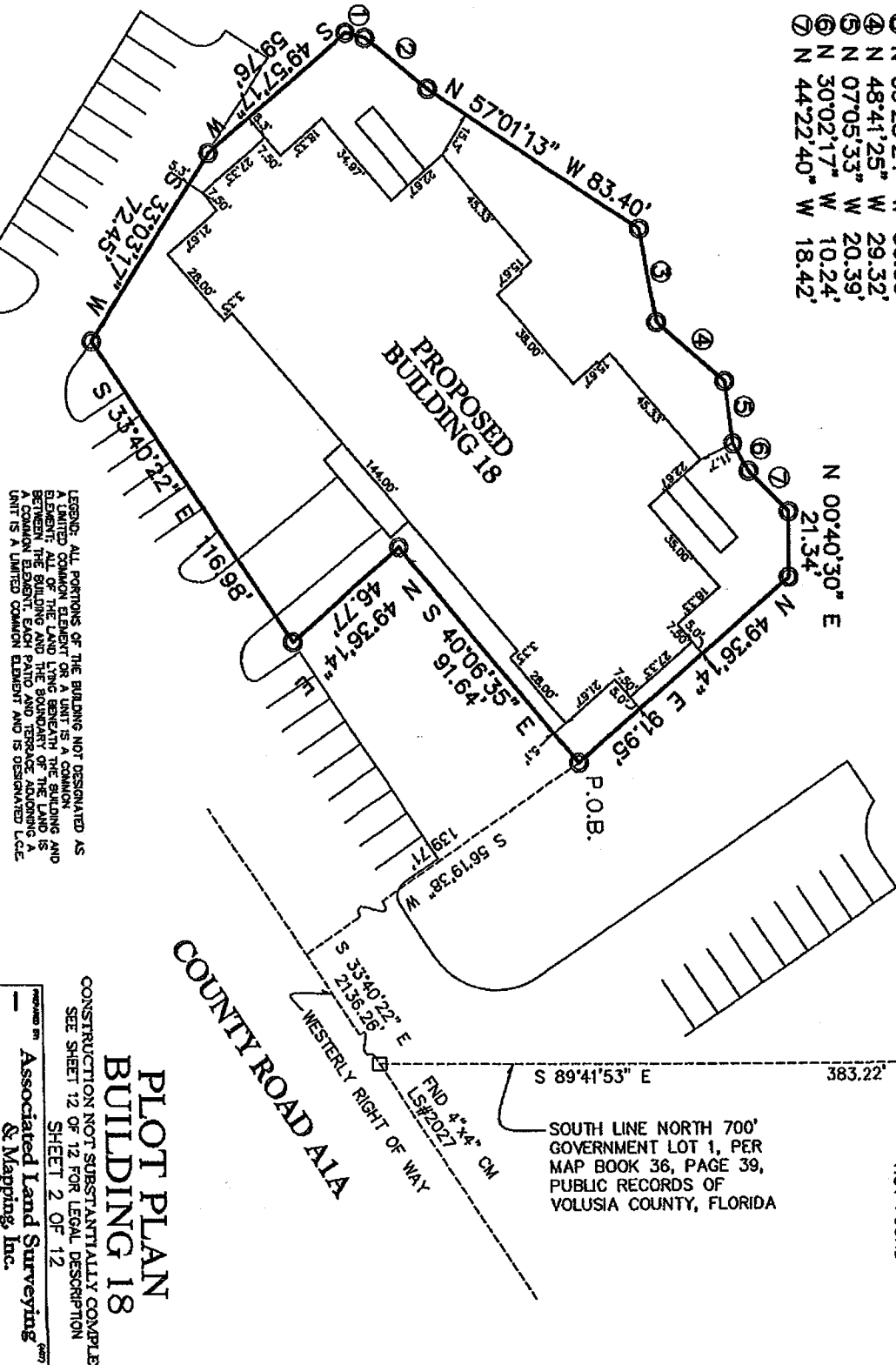
BOOK PAGE

SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
VOLUSIA COUNTY, FLORIDA

- ① N 75°29'30" W 6.59'
- ② N 51°19'07" W 26.47'
- ③ N 09°23'24" W 30.58'
- ④ N 48°41'25" W 29.32'
- ⑤ N 07°05'33" W 20.39'
- ⑥ N 30°02'17" W 10.24'
- ⑦ N 44°22'40" W 18.42'

Note

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE DEFINED WITHIN THE DECLARATION FOR OCEAN WALK CONDOMINIUM.

**PLOT PLAN
BUILDING 18**

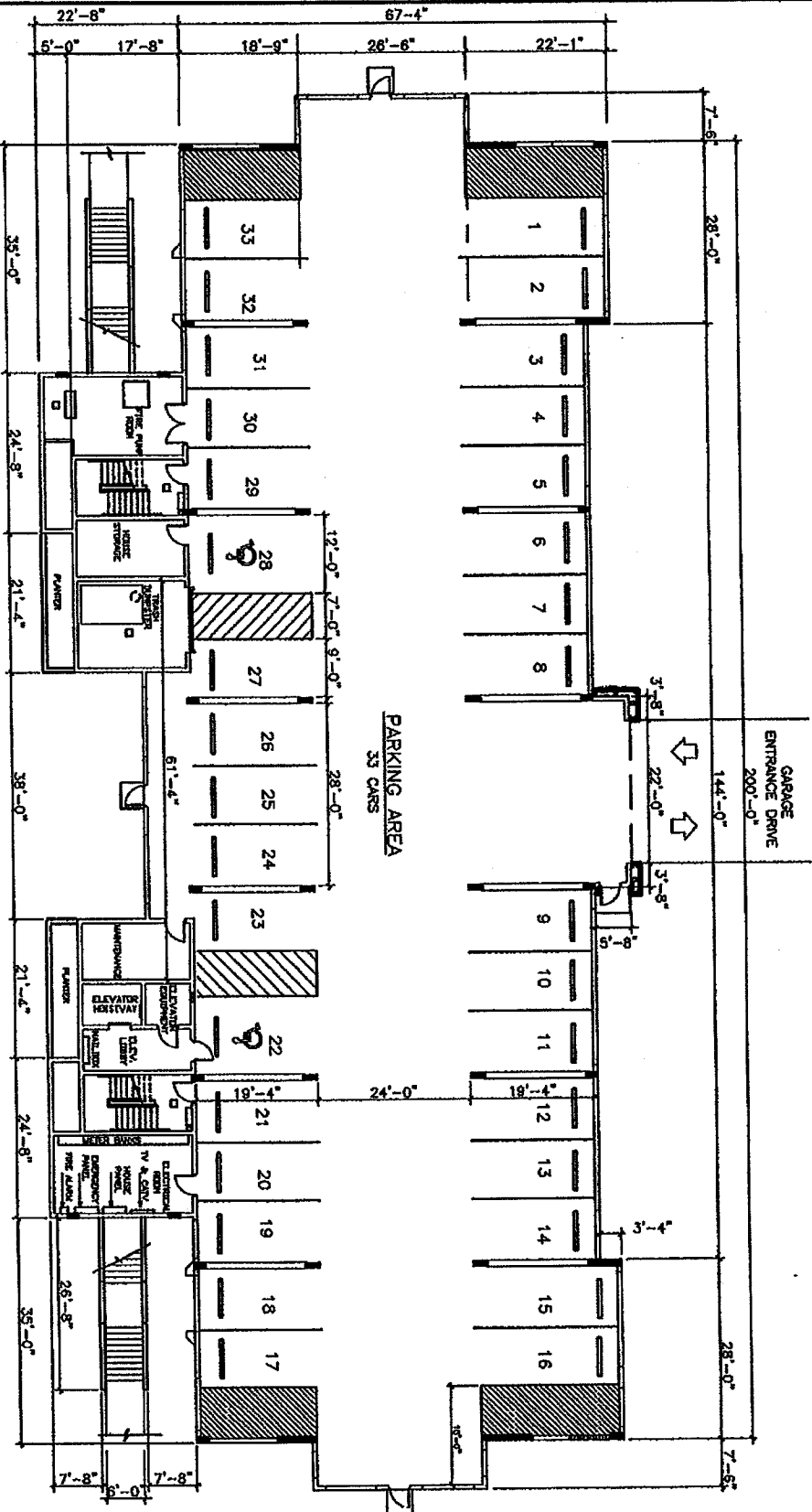
CONSTRUCTION NOT SUBSTANTIALLY COMPLETE
SEE SHEET 12 OF 12 FOR LEGAL DESCRIPTION
SHEET 2 OF 12

Prepared by:
**Associated Land Surveying
& Mapping, Inc.**

161 W. WINDY ROAD, SUITE 100, ALBANY, GEORGIA 31704
404-533-1111
www.associatedland.com

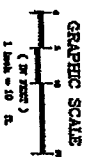
OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
A CONDOMINIUM
SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
VOLUSIA COUNTY, FLORIDA

BOOK PAGE



NOTES

1. ALL INTERIOR MEASUREMENTS OF INDIVIDUAL UNITS ARE INDICATED FROM THE FACE OF THE FINISHED WALL.
2. ALL AIR CONDITIONING EQUIPMENT SERVING A UNIT IS CONSIDERED TO BE PART OF THAT UNIT, EVEN THOUGH SOME SUCH EQUIPMENT MAY BE OUTSIDE THE BOUNDARIES OF THE UNIT AS DEFINED AND SHOWN HEREON.
3. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUCITS, WIRES, UTILITY LINES, DUCTS, LIGHTING, ETC., HAVE NOT BEEN GRAPHICALLY SHOWN.
4. ALL CONDOMINIUM AND COMMON ELEMENT DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-28.
6. ELEVATIONS OF CATHEDRAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE SUBJECT TO THE DECISION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.



BUILDING No. 18
FIRST FLOOR PLAN
CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 3 OF 12

Associated Land Surveying
& Mapping, Inc.
161 WINDY HILL, SUITE 101, FORT LAUDERDALE, FLORIDA 33304
CERTIFICATE OF AUTHORIZATION NUMBER: 14,577

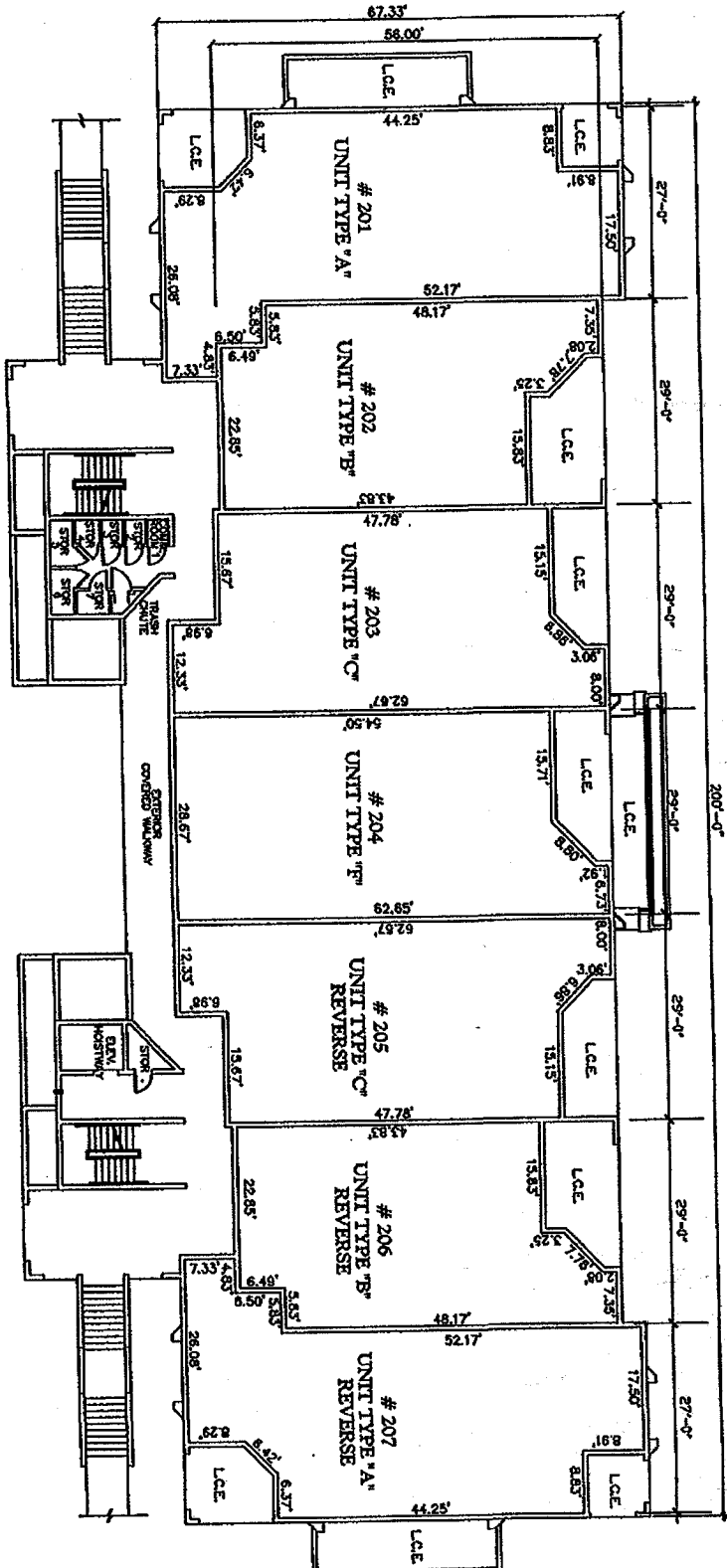
REVISED 1-28-2005

BUILDING SECTION

97005-18DDJWVC

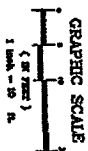
OCEAN WALK AT NEW SMYRNA BEACH—BUILDING No. 18
 A CONDOMINIUM
 SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
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BOOK PAGE



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5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-29.
6. ELEVATIONS OF CATHEDRAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.



BUILDING No. 18
 SECOND FLOOR PLAN
 CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 4 OF 12

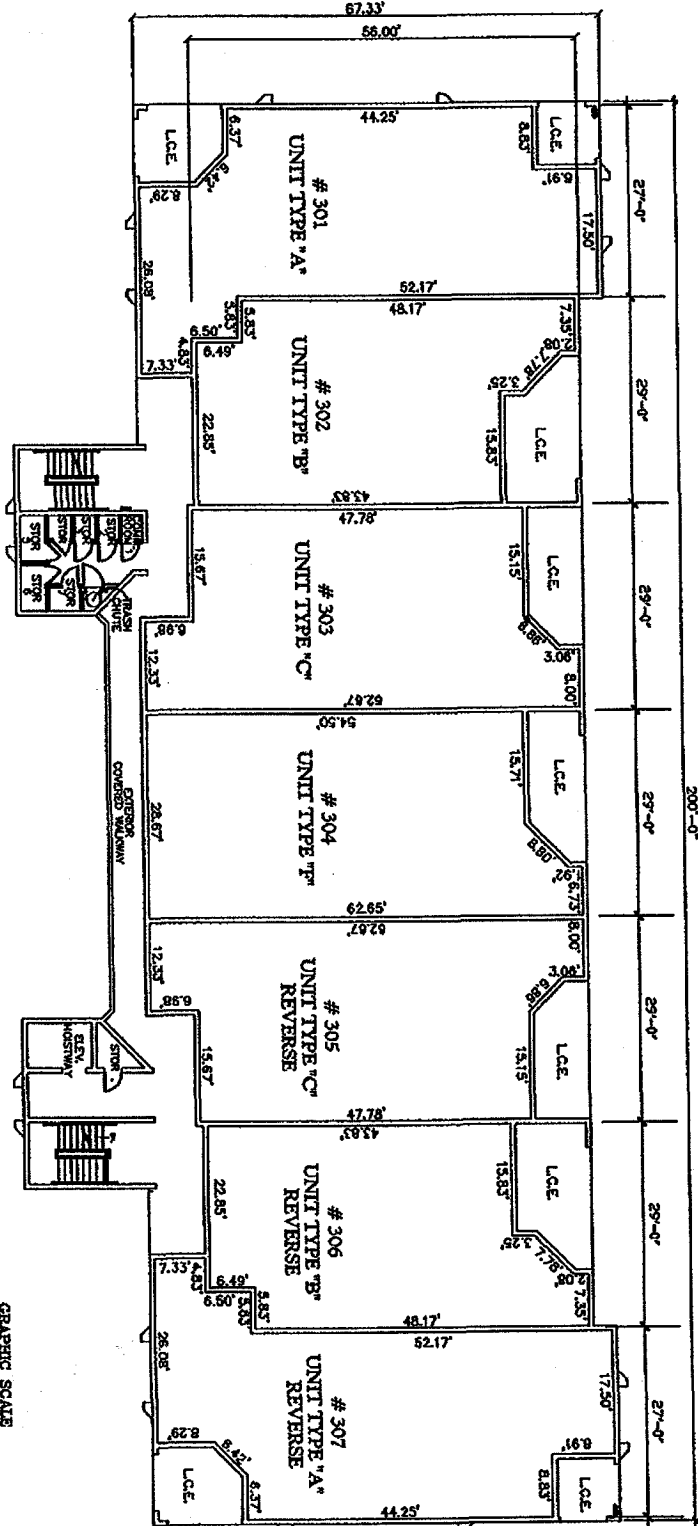
Prepared by:
 Associated Land Surveying
 & Mapping, Inc.
 100 WINDY ROAD, SUITE 110 ATLANTA, GEORGIA 30329
 (404) 525-1000
 GEORGETOWN, GEORGIA 31206

BUILDING SECTION

97005-18EDJWG

OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
 A CONDOMINIUM
 SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
 VOLUSIA COUNTY, FLORIDA

BOOK PAGE



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4. ALL CONDOMINIUM AND COMMON ELEMENT DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-22.
6. ELEVATIONS OF CANTERL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.



BUILDING No. 18
 THIRD FLOOR PLAN
 CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 5 OF 12

Associated Land Surveying
 & Mapping, Inc.

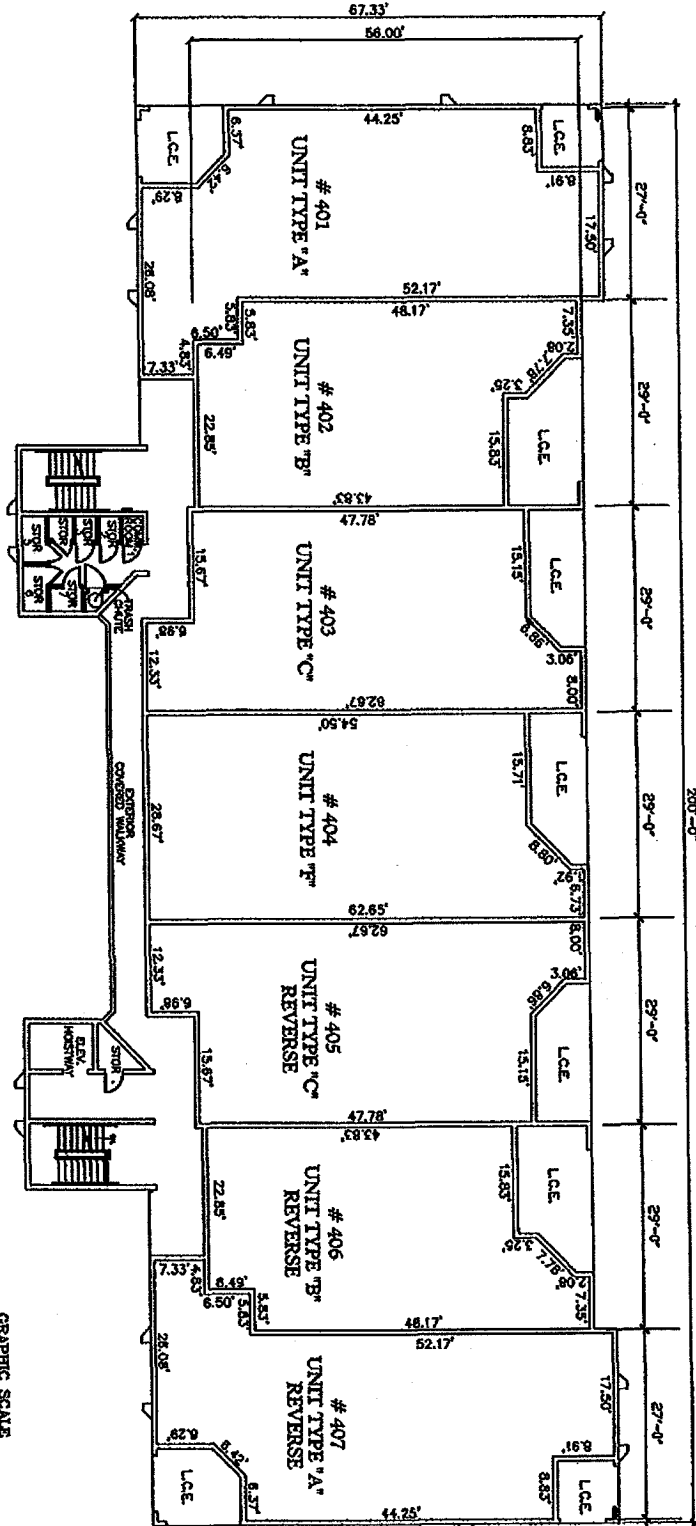
101 WHITE ROAD, SUITE 100, ALPHARETTA, GEORGIA 30201

97005-1882.DWG

BUILDING SECTION

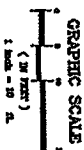
OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
A CONDOMINIUM
SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
VOLUSIA COUNTY, FLORIDA

BOOK PAGE



NOTES

1. ALL INTERIOR MEASUREMENTS OF INDIVIDUAL UNITS ARE INDICATED FROM THE FACE OF THE FINISHED WALL.
2. ALL AIR CONDITIONING EQUIPMENT SERVING A UNIT IS CONSIDERED TO BE PART OF THAT UNIT, EVEN THOUGH SUCH EQUIPMENT MAY BE OUTSIDE THE BOUNDARIES OF THE UNIT AS DEFINED AND SHOWN HEREON.
3. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORNICES, WIRES, UTILITY LINES, DUCTS, LIGHTING, ETC., HAVE NOT BEEN GRAPHICALLY SHOWN.
4. ALL CONDOMINIUM AND COMMON ELEMENT DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-28.
6. ELEVATIONS OF CANTEENAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CON.



BUILDING No. 18
FOURTH FLOOR PLAN
CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 6 OF 12

Associated Land Surveying
& Mapping, Inc.

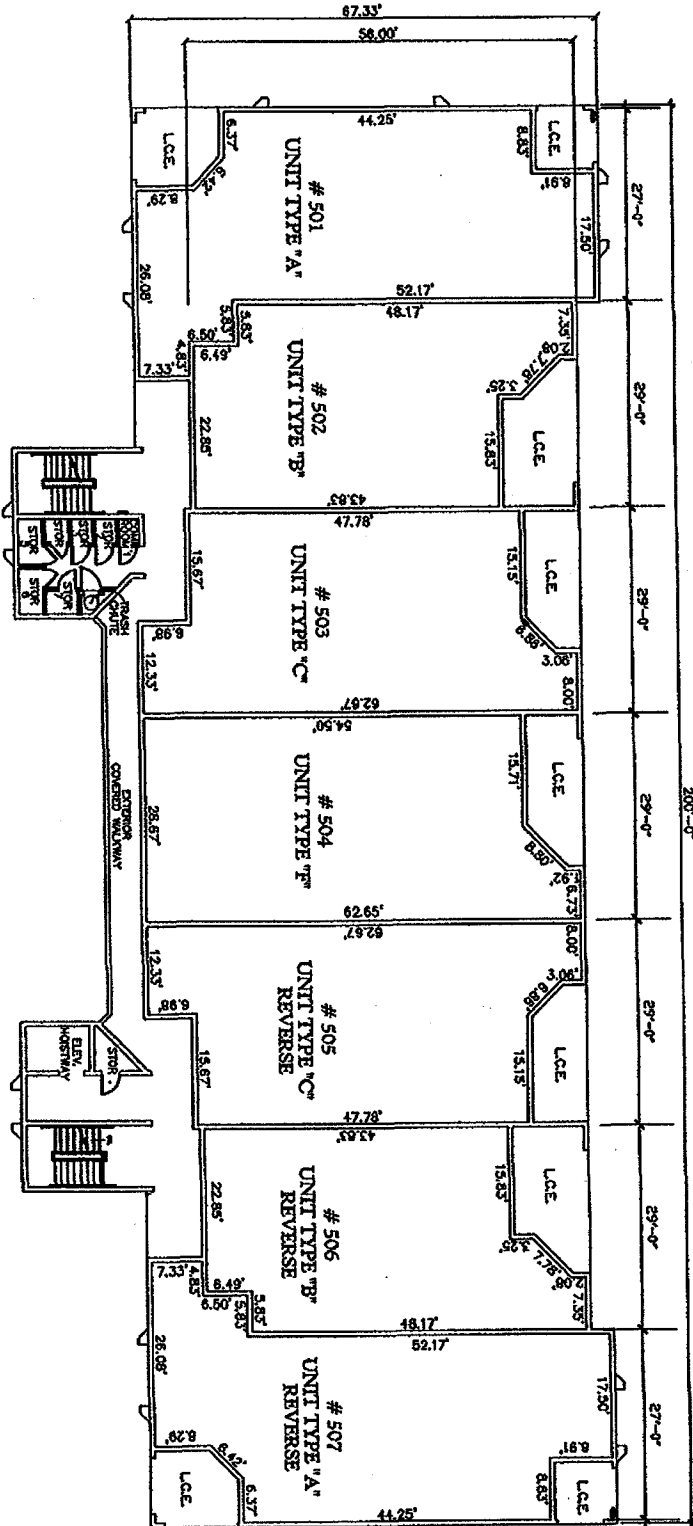
104 VANDER BEEK, SUITE 110 ALACHUA SPRINGS, FLORIDA 32314
CORPORATE OR PROFESSIONAL LICENSE, 01-077

BUILDING SECTION

97005-18G

OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
 A CONDOMINIUM
 SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
 VOLUSIA COUNTY, FLORIDA

BOOK PAGE



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2. ALL AIR CONDITIONING EQUIPMENT SERVING A UNIT IS CONSIDERED TO BE PART OF THAT UNIT, EVEN THOUGH SOME SUCH EQUIPMENT MAY BE OUTSIDE THE BOUNDARIES OF THE UNIT AS DEFINED AND SHOWN HEREON.
3. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CORRIDORS, STAIRS, ELEVATOR SHAFTS, LOBBIES, ETC., HAVE NOT BEEN GRAPHICALLY SHOWN.
4. ALL CONDOMINIUM AND COMMON ELEMENT DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-23.
6. ELEVATIONS OF CATHEDRAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.



BUILDING No. 18
 FIFTH FLOOR PLAN
 CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

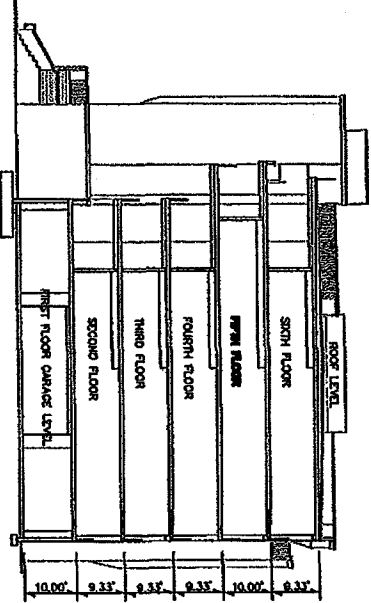
SHEET 7 OF 12

Associated Land Surveying
 & Mapping, Inc.

101 THUNDER ROAD, SUITE 110, SEASIDE SPRINGS, FLORIDA 32754

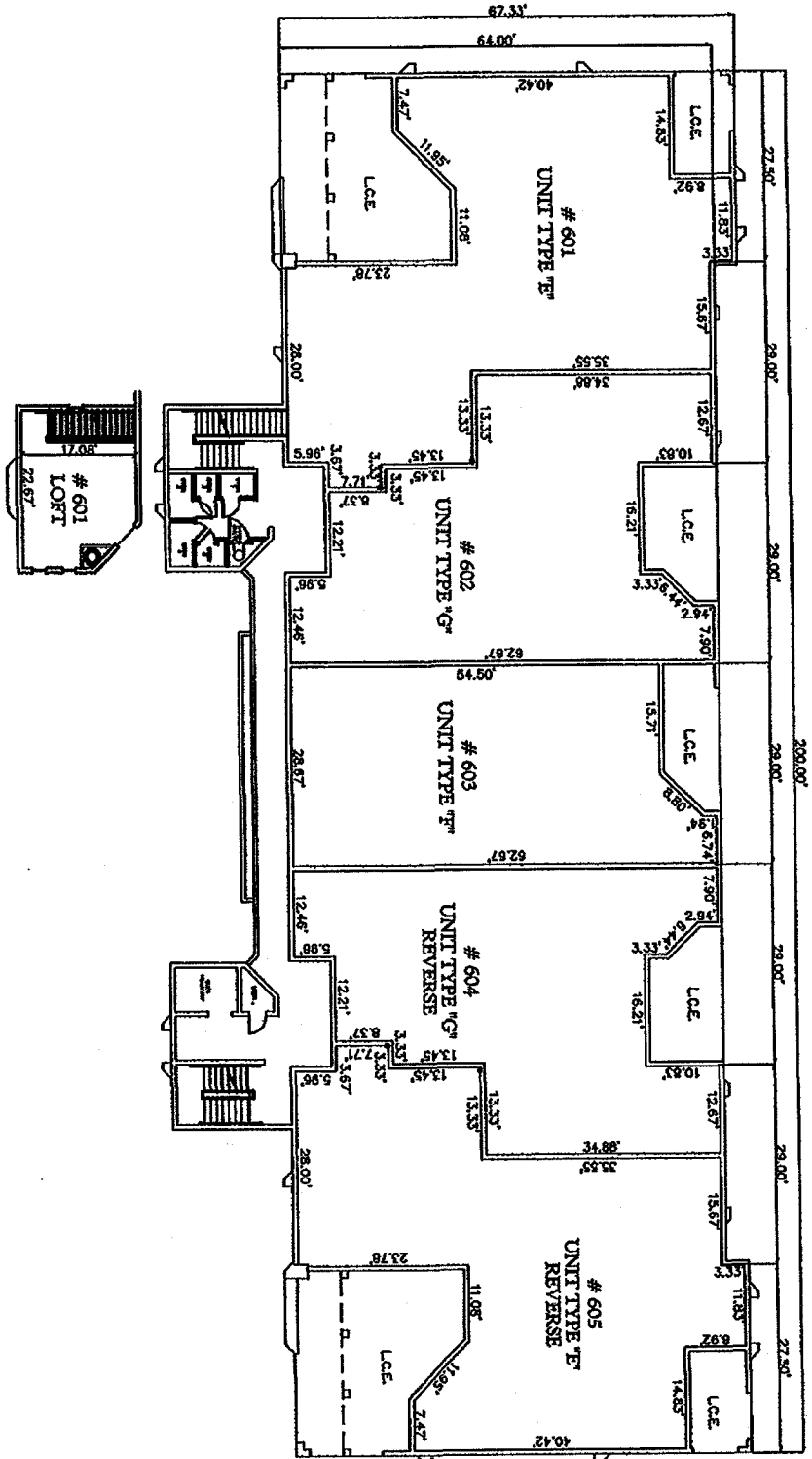
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BUILDING SECTION



OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
 A CONDOMINIUM
 SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
 VOLUSIA COUNTY, FLORIDA

BOOK PAGE



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4. ALL CONDOMINIUM AND COMMON ELEMENT DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-29.
6. ELEVATIONS OF CATHEDRAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. ARE DENIED WITHIN THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.



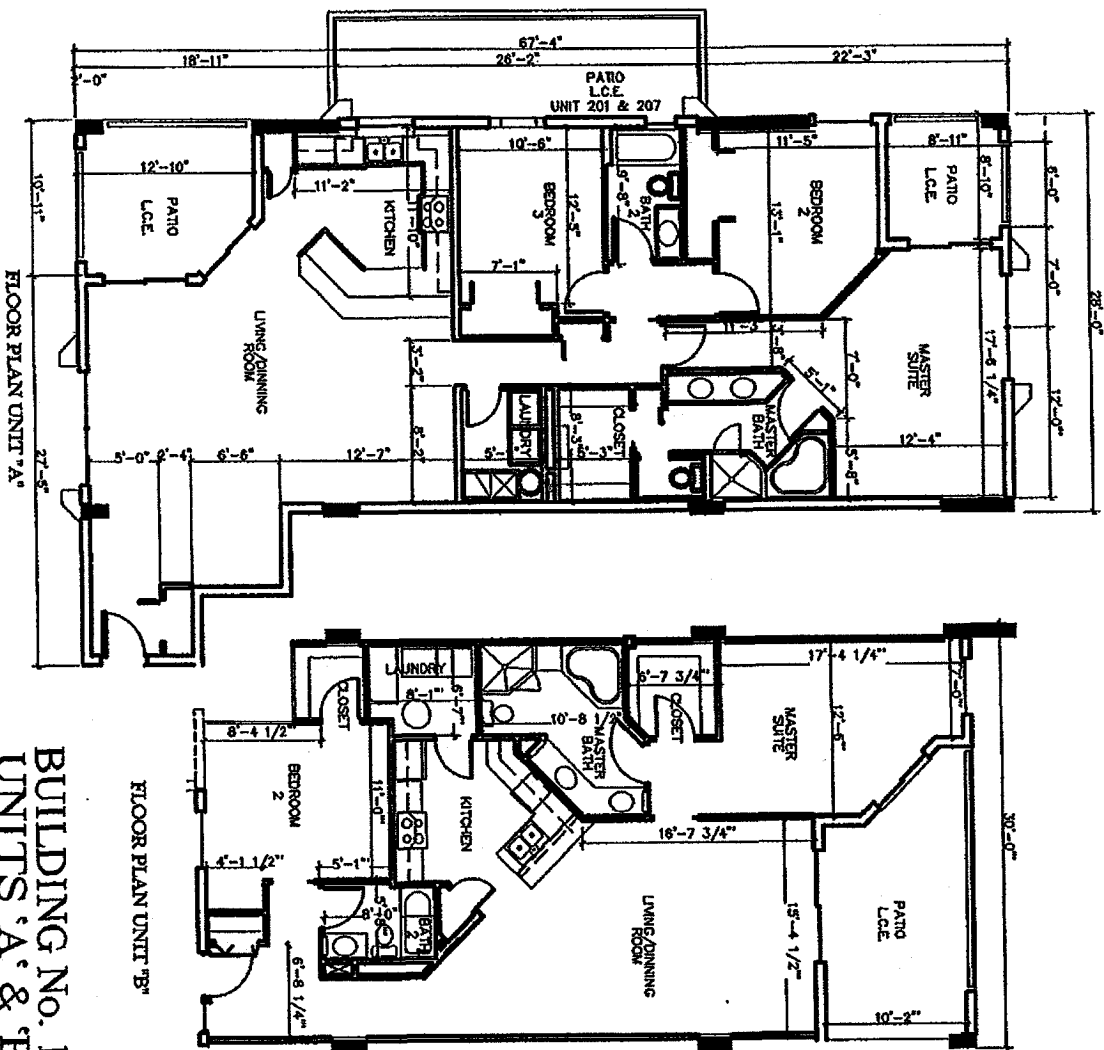
BUILDING No. 18
 SIXTH FLOOR PLAN
 CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 8 OF 12

ASSOCIATED LAND SURVEYING & MAPPING, INC.
 101 VINEWOOD DRIVE, SUITE 100, ALACHUA, FLORIDA 32310
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OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
A CONDOMINIUM
SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
VOLUSIA COUNTY, FLORIDA

BOOK PAGE



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5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-28.
6. ELEVATIONS OF CATHEDRAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
7. COMMON ELEMENTS AND UNITED COMMON ELEMENTS SHOWN HEREON ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.

97005-18J.DWG

BUILDING No. 18
UNITS 'A' & 'B'

CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

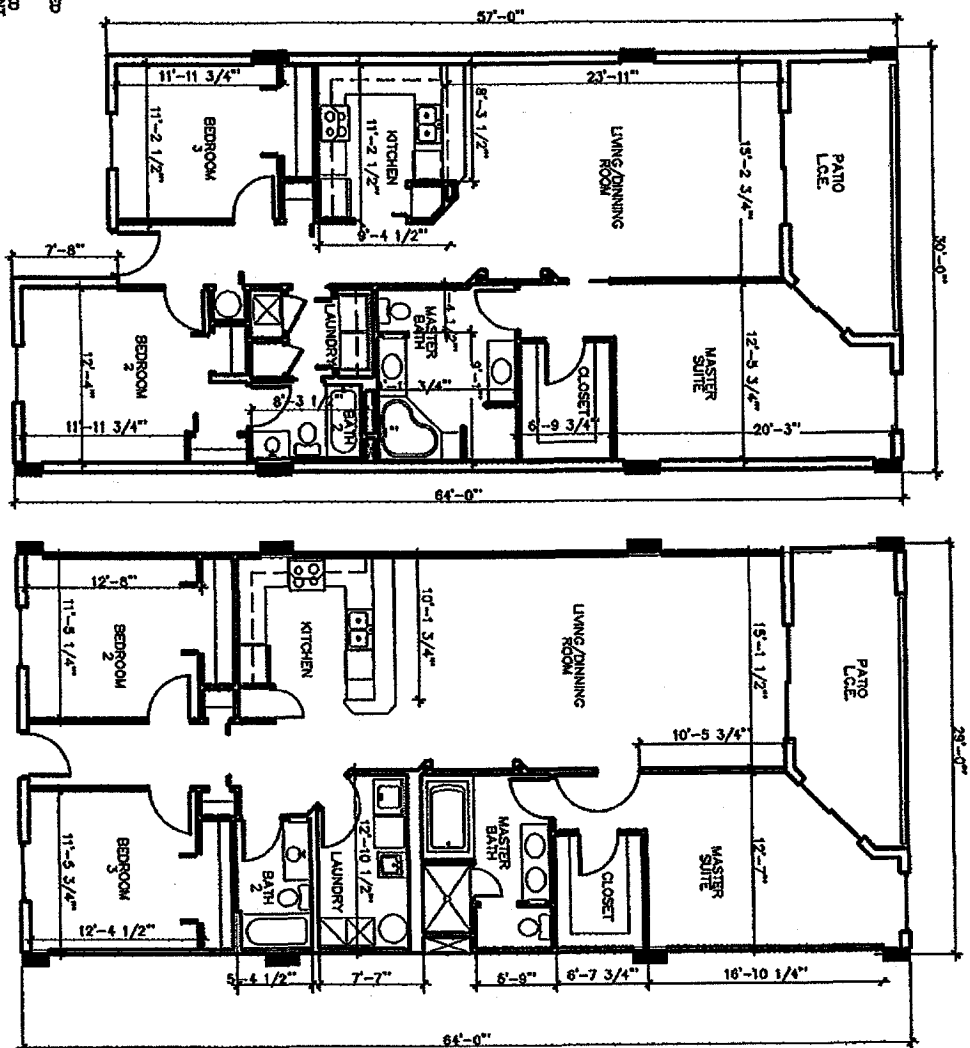
SHEET 9 OF 12

Associated Land Surveying
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101 WINDY ROAD, SUITE 110 ATLANTA, GEORGIA 30374
(404) 525-1000

OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
 A CONDOMINIUM
 SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
 VOLUSIA COUNTY, FLORIDA

BOOK PAGE



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5. ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM-28.
6. LOCATED.
7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE SHOWN WITH THE DECLARATION OF CONDOMINIUM FOR OCEAN WALK CONDOMINIUM.

BUILDING No. 18
 UNITS 'C' & 'F'

CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 10 OF 12

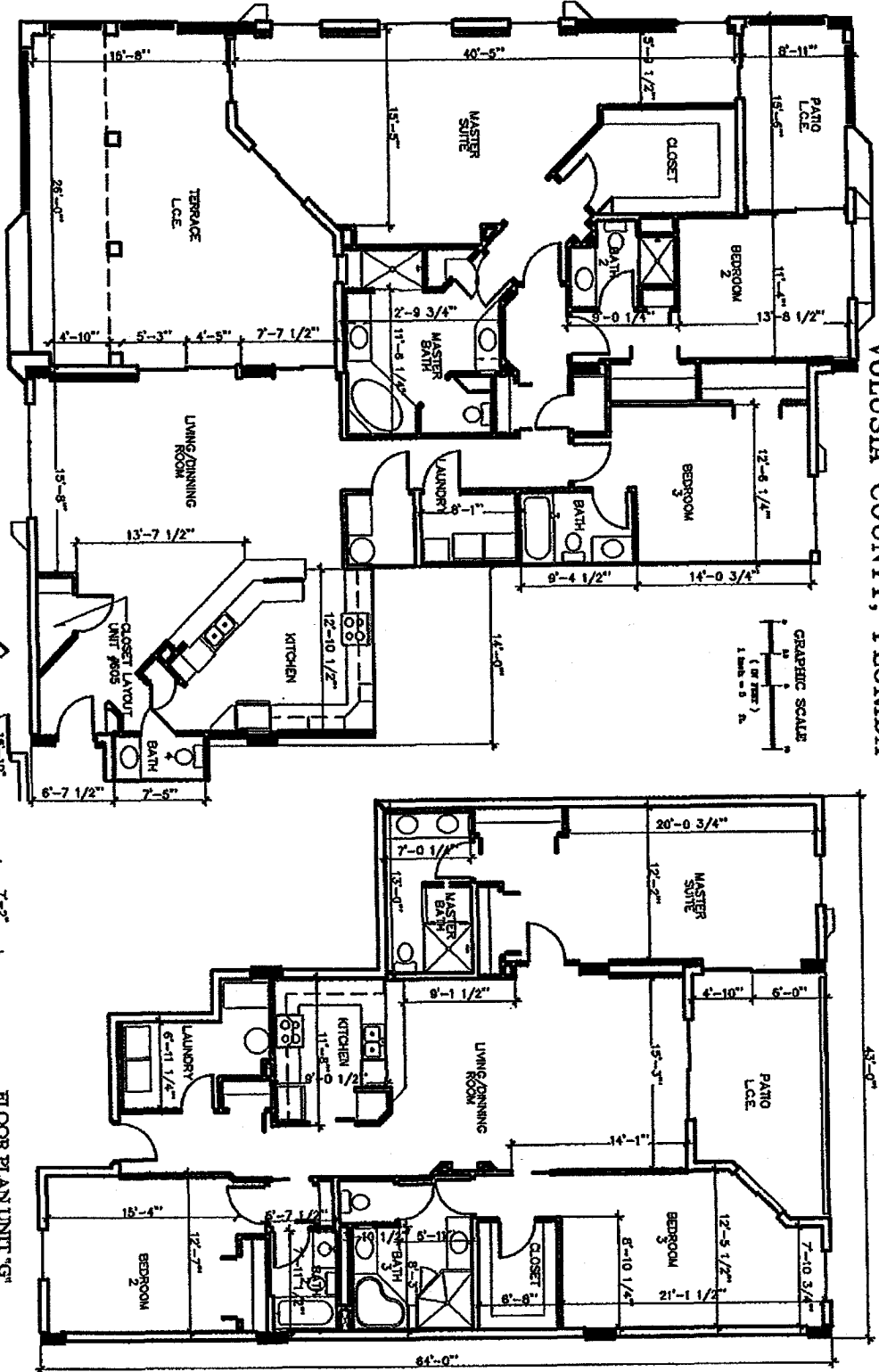
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 & Mapping, Inc.

101 WHITE ROAD, SUITE 110 ALBUQUERQUE, NEW MEXICO 87114
 (505) 261-4422

97005-18K.DWG

OCEAN WALK AT NEW SMYRNA BEACH-BUILDING No. 18
A CONDOMINIUM
SECTION 6, TOWNSHIP 18 SOUTH, RANGE 35 EAST
VOLUSIA COUNTY, FLORIDA

BOOK PAGE



FLOOR PLAN UNIT 'E'

FLOOR PLAN UNIT 'G'

NOTES

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97005-18L.DWG

BUILDING No. 18
UNIT 'E' & 'G'

CONSTRUCTION NOT SUBSTANTIALLY COMPLETE

SHEET 11 OF 12

Associated Land Surveying & Mapping, Inc.

191 WINDY ROAD, SUITE 110 SPRING, FLORIDA 32714

EXHIBIT "B"

Articles of Incorporation