

invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and same are hereby ratified, approved, confirmed and adopted.

XXI. MISCELLANEOUS PROVISIONS

A. The owners of the respective condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding their respective condominium units. Nor shall the unit owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective condominium units which are utilized for or serve more than one condominium unit. Said items are, by these presents, hereby made a part of the common elements. Unit owners, however, shall be deemed to own the walls and partitions which are contained within said unit owner's condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc. All load bearing walls, however, are deemed to be a part of the common elements to the unfinished surface of said walls and floors.

B. The owners of the respective condominium units agree that if any portion of a condominium unit or common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the condominium building is partially or totally destroyed and then rebuilt, the owners of the condominium parcels agree that encroachments on parts of the common elements or condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No owner of a condominium parcel or of a unit week in a unit committed to interval ownership may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities, or by the abandonment of his condominium unit or unit week.

D. The owners of each and every condominium parcel shall return tax assessments for the purpose of ad valorem taxes to the Tax Assessor of Volusia County, or to such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, as each unit owner is to pay ad valorem taxes and special assessments as are separately assessed against his condominium parcel. Subject to the provisions of Article IX, ad valorem taxes on a unit committed to interval ownership may be paid by the Association, and said taxes may be collected along with the common expenses in the event the unit week owners are not billed individually for ad valorem taxes.

For the purpose of ad valorem taxation, the interest of the owner of a condominium parcel in his condominium unit and in the common elements shall be considered as a unit. The value of said unit shall be equal to the fraction of the value of the entire condominium, including land and improvements, as has been assigned to said unit in this Declaration. The total of all of said fractions shall equal the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits attached hereto, and any amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including, but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the condominium property, or any part thereof, or

of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said documents.

F. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners either personally or by mail, addressed to such unit owners at their place of residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Manager shall be given by the affidavit of the person mailing or delivering said notices. Notices to the Association shall be delivered by mail to the Secretary or the President. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

Notices to the Developer shall be delivered by mail to:

OCEAN DEVELOPMENT GROUP, INC
3201 Hill Street
New Smyrna Beach, Florida 32069.

Notices to the Manager shall be delivered by mail to:

RESORT PROPERTY MANAGEMENT
2601 South Atlantic Avenue
New Smyrna Beach, Florida 32069

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given to the personal representatives of a deceased owner, or devisee when there is no personal representative, may be delivered personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. The change of the mailing address of any party, as specified herein, shall not require any amendment to the Declaration.

H. The Developer shall have the right, so long as one condominium unit or unit week is being held by the Developer for sale in the ordinary course of business, to use such portions of the common elements or units as the Developer shall determine, in its sole discretion, is necessary for the purpose of aiding in the sale of condominium units or unit weeks, including the right to use portions of the condominium property for parking for prospective purchasers and other such parties as Developer determines. The foregoing right shall include, but not be limited to, the right to display and erect signs, billboards and placards, to store, to keep and exhibit same, and to distribute audio and visual promotional materials.

I. Each unit owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, and the Condominium Act of the State of Florida. Failure to do so shall entitle the Association or any unit owner to recover sums due for damages, or injunctive relief, or both. Such actions may be maintained by

or against one or more unit owners, and the prevailing party shall be entitled to receive reasonable remedies provided by law.

J. The Board of Directors of the Condominium Association, when authorized by a vote of the majority of the members of the Association, may individually, or together with other condominium associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to country clubs, golf clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be included in the common expense assessment.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

L. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

M. Where an institutional first mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed hereto, be deemed to be an institutional first mortgage.

N. Subject to the provisions of Section 718.203 of the Condominium Act, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Common expenses, taxes, or other charges are estimates only, and no warranty, guarantee, or representation is made or intended, nor may one be relied upon.

O. The Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms, conditions, duties and obligations of this Declaration and any Exhibits attached hereto. The condominium owners, by virtue of their acceptance of the deed of conveyance as to their condominium unit or unit weeks within any condominium unit committed to interval ownership, and other parties by virtue of their occupancy of units, hereby approve the foregoing and all of the terms, conditions, duties and obligations of this Declaration and any Exhibits attached hereto.

P. No condominium parcel owner shall bring, or have any right to bring, any action for partition or division of the condominium property, nor shall any owner of unit weeks within a unit committed to interval ownership have any right to bring such action, until such time as is provided for in this Declaration.

The interval conveyance consists of an estate for years, together with a remainder over as tenants in common with all other purchasers of unit weeks in each such condominium unit as set forth in the deed of conveyance. No owner of unit weeks in a unit committed to interval ownership shall have the right to separate the estate for years from the remainder interest.

Q. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, any matters of record, and the rights of the United States of America, the

State of Florida, or any governmental authority or agency as to any submerged lands and as to any lands lying below the natural, ordinary high-water line of the Atlantic Ocean. Said real property is further subject to the rights of the public to the soft sand area of the beach, taxes, applicable zoning ordinances now existing or which may hereafter exist, and easements for ingress and egress for pedestrian and vehicular purposes, utility service, and drainage now existing or hereafter granted by the Developer. The Developer shall have the right to accept and grant such easements and designate the beneficiaries thereof for such time as the Developer determines in its sole discretion. Thereafter, the Association shall be empowered to accept and grant such easements on behalf of its members. During the period of time that the Developer has the right to accept and grant the foregoing easements, the Developer shall have the right to move, substitute and vacate said easements, and the consent and approval of the Association, its members, or anyone else shall not be required. The right to accept and grant the foregoing easements shall be subject to said easements not structurally weakening the buildings and improvements upon the condominium property, nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

R. In order to insure the condominium property has adequate and uniform water service and sewerage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of said condominium and the unit owners therein with said services. Pursuant to the foregoing, the Developer has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services, and the Association and unit owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility agreement.

S. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted, otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

T. Leasing or renting of a condominium unit or unit week within a condominium unit committed to interval ownership is permitted.

U. Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, walks and other common elements.

V. The owner of a unit shall have an easement for ingress and egress over such streets, walks and other rights of way serving the units within the condominium as a part of the common elements as may be necessary to provide reasonable access to said public ways, and such easement shall extend to the invitees and licensees of said unit owner. In the event that any of said easements for ingress and egress shall be encumbered by any leasehold or lien, other than those on the condominium parcels, such leasehold or lien shall hereby be subordinate to the use rights of any Condominium unit owner or owners whose condominium parcel is not also encumbered by said lien or leasehold.

XXII. PHASE CONDOMINIUM

This Condominium may be developed in phases pursuant to Section 718.403, Florida Statutes, with the first phase, i.e., Phase I, consisting of the real property legally described in Exhibit No. 1 attached hereto. Phase I consists of the units in the buildings and other improvements as shown and set forth in Exhibit No. 1 attached hereto. The units in Phase I shall own a fractional undivided interest in the common

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elements and be responsible for a fractional share of the common expenses of this Condominium as set forth in Exhibit Nos. 2 and 3 to this Declaration.

Should the Developer decide, in its sole discretion, to add Phase II to this Condominium, Phase II shall consist of the real property described in Exhibit No. 1 attached hereto and designated Phase II. The Developer reserves the right to make non-material changes in the legal description of any phase. Should Phase II be added to this Condominium, then in such event, this condominium shall consist of the units in the buildings and other improvements as described and set forth in Exhibit No. 1 attached hereto. Phase I consists of 8 units; Phase II, if added, will consist of 2 units. If Phase II is added to this Condominium, then each unit in this Condominium, i.e., 10 units, shall own a fractional, undivided interest in the common elements and be responsible for a fractional share of the common expenses of the Condominium as set forth in Exhibits Nos. 2 and 3 attached hereto. The general size of the units in Phase I and Phase II will be as follows: All two bedroom units will be approximately 870 square feet. All one bedroom units will be approximately 550 square feet. If Phase II is added to this Condominium, the impact on the Condominium will be to increase the number of units from 8 to 10, and the number of persons who will be entitled to use the recreational facilities will also be increased accordingly. The further impact will be to increase the common expenses, however, the number of units sharing said costs will also be increased as provided for above.

Each unit in the Condominium is entitled to one (1) vote at any meeting of the Association, as provided for in this Declaration. If the Condominium consists of only Phase I, there will be 8 votes. If the Condominium consists of Phase I and Phase II there will be 10 votes.

Should the Developer decide, in his sole discretion, to construct and add Phase II to this Condominium, then upon substantial completion of the construction of the improvements, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase added and certify said survey as required by and pursuant to the applicable provisions of Chapter 718, Florida Statutes. This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Volusia County, Florida, together with such other exhibits relating thereto as the Developer determines, in his sole discretion, are necessary.

Pursuant to Florida Statute 718.403, and the provisions of this Declaration, this amendment or amendments shall not be required to be executed by, nor consented to by, the unit owners, the Association, nor the members thereof, nor the owners or holders of any lien encumbering a condominium parcel or unit week in this Condominium.

Nothing contained in this Article XXII shall be construed as requiring the Developer to construct the additional units and/or buildings referred to herein and add the same to this Condominium; but if said units and/or buildings are constructed and added to this Condominium in a subsequent phase and amendment, all such construction will be completed and the buildings and/or units added to this Condominium within seven (7) years from the date of recording this Declaration.

There will be no recreational or other commonly used facilities in the Condominium, however, the Developer reserves the right to add such facilities in accordance with Article XXIII of this Declaration.

The Developer has committed for Phases I and II the minimum sum of \$5,000.00 to purchase personal property for the common elements of the Condominium. The Developer has committed the minimum sum of \$10,000.00 per unit to purchase such personal property for each unit committed to interval ownership in Phase I of this condominium and \$10,000.00 per unit to purchase such personal property for each unit committed to interval ownership in Phase II of this condominium, if Phase II is added.

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VOLUSIA COUNTY
FILE

TIME SHARE ESTATES, AS DEFINED IN SECTION 721.05 (24), FLORIDA STATUTES, WILL, OR MAY BE CREATED WITH RESPECT TO UNITS IN PHASE II OF THIS CONDOMINIUM.

Units in this Condominium may be conveyed under a plan of Interval ownership. Interval ownership is a timeshare concept whereby units and the share of the common elements assigned to the unit are conveyed for a period of time, the purchaser receiving a stated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in each such Condominium unit, in that fractional interest established by the Declaration of Condominium of said Condominium, at 12:00 noon on the first Sunday in the year 2035.

XXIII. DEVELOPERS RIGHT TO ADD ADDITIONAL RECREATIONAL FACILITIES

The Developer reserves the right, but not the obligation, to add those additional recreational facilities described below to the condominium, and each owner of a unit or unit week in the condominium acknowledges same. Upon completion of construction of any such facilities, the Developer shall record an amendment to this Declaration, with a survey attached, reflecting the final location of such facilities, and said amendment need only be executed by the Developer, and the consent of the Association, the unit owners, or the owner and holder of any mortgage encumbering a unit or unit week in the condominium shall not be required. The survey shall be certified in the manner required by the Condominium Act.

Additional facilities shall consist of a swimming pool and pool deck to be located on the north eastern portion of the property constituting the condominium. Reference should be made to Exhibit No. 1 attached hereto for a more accurate representation of said location. The swimming pool will be approximately 15 feet by 30 feet, with a minimum depth of three feet and a maximum depth of six feet. Occupancy for the pool will be approximately 20 persons. The pool will not be heated. The pool deck will be approximately 1500 square feet, with an occupancy of approximately 50 persons.

IN WITNESS WHEREOF, OCEAN DEVELOPMENT GROUP, INC. a Florida Corporation, has caused these presents to be signed in its name this 31st day of May, 1985.

Signed, sealed and delivered
in the presence of:

Kathy S. Ehlberg
[Signature]

OCEAN DEVELOPMENT GROUP, INC.
A Florida Corporation.

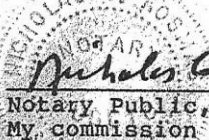
By: Steven P. Kosmas
Steven P. Kosmas, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Steven P. Kosmas as President of OCEAN DEVELOPMENT GROUP, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and affixed thereto is the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 31st day of May, 1985.


Nicholas G. Kosmas
Notary Public, State of Florida
My commission expires:

Notary Public, State of Florida
My Commission Expires July 14, 1986
Bonded thru Troy Fair - Insurance, Inc.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, OCEAN BEACHCLUB HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, this 31st day of May, 1985.

Signed, sealed and delivered in the presence of:

[Signature]

By: Steven P. Kosmas
President

Kathy J. Ethling


Attest: [Signature]
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Steven P. Kosmas as President and James M. Kosmas as Secretary of OCEAN BEACHCLUB HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and affixed thereto is the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 31st day of May, 1985.


Nicholas G. Kosmas
Notary Public, State of Florida
My commission expires:

Notary Public, State of Florida
My Commission Expires July 14, 1986
Bonded thru Troy Fair - Insurance, Inc.

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BOOK PAGE
JOINDER AND CONSENT TO DECLARATION OF CONDOMINIUM OF
OCEAN BEACHCLUB CONDOMINIUM

EUGENE DICOSTA, AS TRUSTEE, herein called the Mortgagee, being the owner and holder of a certain mortgage deed upon the following real property situate in Volusia County, Florida, more particularly described as follows:

Lots 1 and 2, Block 23, Fuquay and Rogers Subdivision, as per plat thereof recorded in Map Book 7, pages 29 and 30, Public Records of Volusia County, Florida, and any and all accretions and littoral rights appertaining thereto,

hereby joins in the execution of, and consents to, the Declaration of Condominium of OCEAN BEACHCLUB CONDOMINIUM, dated May 31, 1985, and further agrees that the abovementioned mortgage shall be subordinate to said Declaration of Condominium.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
EUGENE DICOSTA, AS TRUSTEE

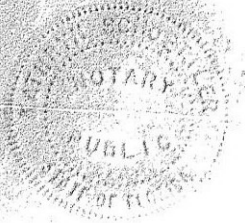
STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared EUGENE DICOSTA, AS TRUSTEE, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed for the use and purposes therein stated.

WITNESS my hand and official seal this 11th day of June, 1985.

[Signature]
Notary Public

My commission expires: Notary Public, State of Florida
My Commission Expires April 1, 1989
Bounded This Troy Fein • INMAN, INC.



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VOL.

JOINDER AND CONSENT TO DECLARATION OF CONDOMINIUM OF
OCEAN BEACHCLUB CONDOMINIUM

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW SMYRNA,
herein called the Mortgagee, being the owner and holder of a
certain mortgage deed upon the following real property situate in
Volusia County, Florida, more particularly described as follows:

LOTS 1 AND 2, BLOCK 23, FUQUAY AND RODGERS
SUBDIVISION, as per plat thereof recorded
in Map Book 7, pages 29 and 30, Public
Records of Volusia County, Florida, and any
and all accretions and littoral rights
appertaining thereto,

hereby joins in the execution of, and consents to, the Declaration
of Condominium of OCEAN BEACHCLUB CONDOMINIUM, and further agrees
that the abovementioned mortgage shall be subordinate to said
Declaration of Condominium.

Signed, sealed and delivered
in the presence of:

[Handwritten signatures]

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF NEW SMYRNA,

By: *[Handwritten signature]*
Frances R. Ford, President

Attest:

[Handwritten signature]
Charles H. Byrd, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly
authorized in the State and County aforesaid to take
acknowledgements, personally appeared FRANCES R. FORD and CHARLES
H. BYRD, well known to me to be the President and Secretary
respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW
SMYRNA, and they acknowledged executing this instrument for the
purposes herein stated, and that the same was executed freely and
voluntarily under authority duly vested in them by said
corporation, and the seal affixed hereto is the true seal of said
corporation.

WITNESS MY HAND and official seal at said County and State, this
26th day of ~~NOV~~ JULY, 1985.

[Handwritten signature]

Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 1986
FRANCIS J. GIBSON, JR.

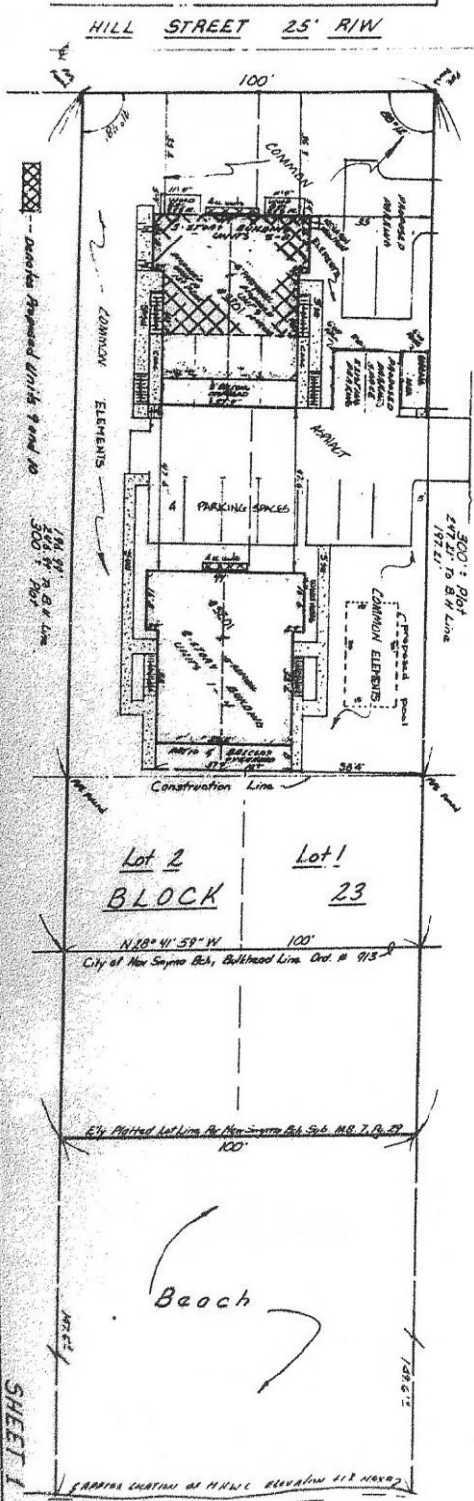
27 16 1994

BOOK PAGE
VOLUSIA UNIT

EXHIBIT NO. 1

27161995

BOOK VOLUSIA COUNTY
PAGE 121



DESCRIPTION
 1. and 2. Block 23 figures and figures
 3. Revision entitled New Survey Block, according
 4. to plat recorded in Map Book 2, Page 29
 5. of the Public Records of Volusia County, Florida,
 6. and 7. sections and 11-foot right-of-way
 8. there

"OCEAN BEACH CLUB CONDOMINIUM"

IN SEC 22, TWP 17S, R16E 34E
 VOLUSIA COUNTY, FLORIDA

Lot 2 BLOCK 23
 Lot 1 BLOCK 23

N 18° 41' 59" W 100'
 City of New Smyrna Bch, Bulkhead Line, Ord. # 913

Ely Platted Lot Line R/L New Smyrna Bch Sub. MB. 7, P. 27
 100'

Beach

ATLANTIC OCEAN

EXHIBIT 1 OF 2 SHEETS

CERTIFICATE OF SURVEYOR
 The undersigned being a licensed and registered Land Surveyor, authorized to practice in the State of Florida, does hereby certify that Sheets 1 and 2 of this Exhibit 1 to the Declaration of Condominium of the Ocean Beach Club Condominium are true and accurate surveys and plots of the land and proposed improvements hereon, and that sheets 1 and 2 are an accurate plot and survey of the common elements and units of the Ocean Beach Club Condominium which I have surveyed, and I further certify that the construction of the improvements is substantially complete so that this plat, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the locations and dimensions of the improvements and proposed improvements set forth in the Declaration, location and dimensions of the common elements and of each unit and proposed units can be determined from these materials.
 Dated this 30 day of MAY, 1985.
 Donald W. Gray
 Don W. Gray
 Fla Reg. Surveyor # 2257
 Donald W. Gray, Surveyor, Inc.
 300 Canal Street
 New Smyrna Beach, Florida
 904-487-5525



(ORDER BY NUMBER)

QUIT CLAIM DEED

INDIVIDUAL FORM

This Space Reserved for Filing Stamp

THIS INDENTURE, Made this 28th day of May A. D. 1987
 between JOHN W. MURPHEY and ALTA MAE MURPHEY,
husband and wife, of the first part
 and OCEAN DEVELOPMENT GROUP
 of the second part

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

Clk. Smith

FILED FOR RECORD
 RECORD VERIFIED
 JUN 24 9 52 AM '87
 082591

Witnesseth, that said part ies of the first part, in consideration of the sum of

One and no/----- DOLLARS
and in lieu of foreclosure,

to them in hand paid, the receipt of which is hereby acknowledged, do ----- hereby quitclaim, grant, bargain,

sell and convey unto the said part y of the second part all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in

Volusia County, State of Florida, to-wit:

Unit 1-11 in Ocean Beach Club Condominium
 according to the declaration of condominium
 thereof, recorded in the official record in
 Book 2716, Pages 1965-1999, public records
 of Volusia County, Florida.

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 BOOK PAGE
 VOLUSIA COUNTY
 FLORIDA

REC FEE \$ 5.90 REC'D PAYMENT AS
 DOCST \$ 33.50 INDICATED FOR CLASS
 INT TAX \$ ----- "C" INTANGIBLE & DOC
 PENALTY \$ ----- STAMP TAXES SIGNED
 INTEREST \$ -----
 Clerk Circuit Court Volusia Co. Florida *J. Smith*

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said OCEAN DEVELOPMENT GROUP

its successors,
 heirs and assigns forever, so that neither we, the said JOHN W.
MURPHEY and ALTA MAE MURPHEY,

nor any person in ----- name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they, and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part ies of the first part have hereunto set their hand s the day and year first above written.

John W. Murphey
John W. Murphey

Alta Mae Murphey
Alta Mae Murphey

COOK

WITNESS
WITNESS

STATE OF OKLAHOMA }
 COUNTY OF Oklahoma } SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 28th day of
May, 1987, personally appeared John W. Murphey and Alta Mae
Murphey, husband and wife,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

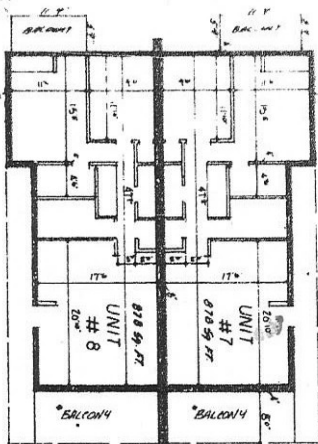
My commission expires 1-28-90 *Donna J. Rowe* Notary Public.

27161996

BOOK VOLUS: PAGE NT:

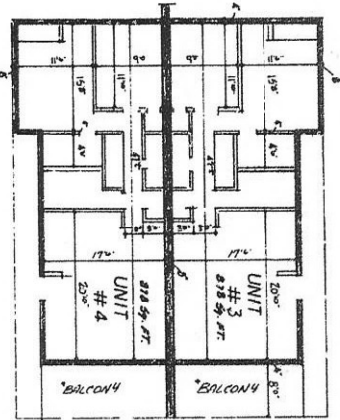
"OCEAN BEACH CLUB CONDOMINIUM"

SECTION 22, T. 17 S., R. 9 E.



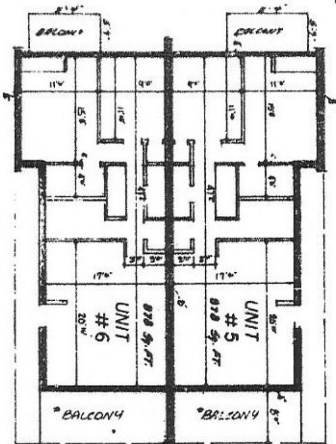
3RD STORY WEST BLDG.
FIN. FLR. ELEV. 34.67'
FIN. CEILING ELEV. 42.67'

* to be included in the unit



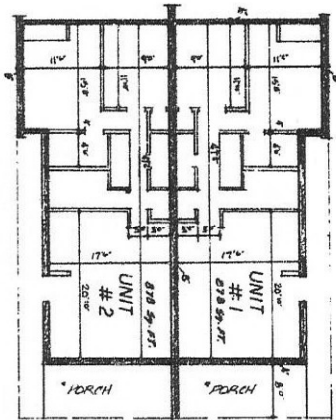
2ND STORY EAST BLDG.
FIN. FLR. ELEV. 26.10'
FIN. CEILING ELEV. 34.10'

* to be included in the unit



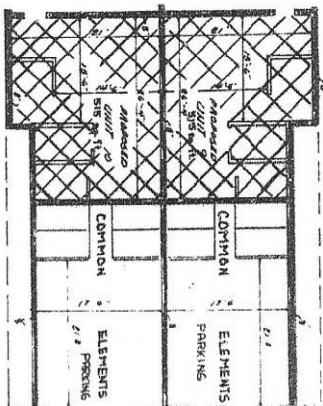
2ND STORY WEST BLDG.
FIN. FLR. ELEV. 26.00'
FIN. CEILING ELEV. 34.00'

* to be included in the unit

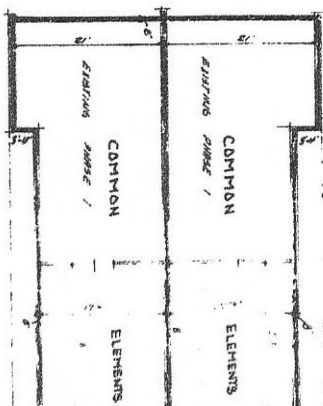


1ST STORY EAST BLDG.
FIN. FLR. ELEV. 17.43'
FIN. CEILING ELEV. 25.43'

* to be included in the unit



PROPOSED PHASE II
1ST STORY WEST BLDG
FIN. FLR. ELEV. 17.33'
FIN. CEILING ELEV. 25.33'



EXISTING PHASE I
1ST STORY WEST BLDG
FIN. FLR. ELEV. 17.33'
FIN. CEILING ELEV. 25.33'

ELEVATIONS REFER TO M.S.L.D.

MAY 30, 1995
PREPARED BY:
D. VICTOR CORTEZ ARCHITECTS, INC.
980 CANINE STREET
LOS ANGELES, CALIF. 90008
M.S.L. 8827

EXHIBIT 1
SHEET 2 OF 2 SHEETS



27161997

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SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned, personally appeared DANIEL W. CORY,
who after being first duly sworn and cautioned, deposed and says as follows:

(1) That he is a duly registered land surveyor under the laws of
the State of Florida, being Surveyor No. 2027; and

(2) Affiant hereby certifies that construction of all planned
improvements of PHASE I of OCEAN BEACHCLUB CONDOMINIUM, including, but
not limited to, landscaping, utility services and access to the units
and common elements and facilities serving said units are substantially
complete so that the attached survey, plot plan and graphic description
of improvements together with the provisions of the Declaration of
Condominium describing the condominium property present an accurate
representation of the location and dimensions of the improvements and
proposed improvements and that the identification and location and dimensions
of the common elements and of each unit can be determined from these
materials.

FURTHER AFFIANT SAYETH NOT.

DATED: May 30, 1985

Daniel W. Cory

DANIEL W. CORY
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2027

Sworn to and subscribed before me this 30 day of May, 1985.

Kim D. Douglas

NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires March 31, 1987
Barbara J. ...

27161994

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EXHIBIT NO. 2

OWNERSHIP INTERESTS IN UNITS

Each condominium unit is identified by number and is delineated on the Survey Exhibit attached hereto as Exhibit No. 1.

In the case of a unit committed to interval ownership, each owner of unit weeks in said unit will own in remainder a share of the unit and will be responsible for the same share of the common expenses assigned to the unit by Exhibit No. 3 hereof, according to the following schedule:

UNIT WEEK(S) OWNED

SHARE IN REMAINDER
(FOR EACH UNIT WEEK OWNED)

1 - 52

1/52

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EXHIBIT NO. 3

OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

PHASES I AND II

Each unit within Phase I of the condominium shall have a 1/8 interest in and to the common elements and common surplus, and each shall be responsible for 1/8 of the common expenses of the condominium.

Each unit within Phase I and Phase II of the condominium shall have a 1/10 interest in and to the common elements and common surplus, and each shall be responsible for 1/10 of the common expenses of the condominium.