

Subdivision

Property address or Location Surfside Drive, Fort Pierce, FL

Parcel ID #(s) 2412-501-0132-000-3

Project description Four (4) Multi-Family Units

Property Owner(s)
Surfside Land, LLC

Street Address
9481 Campl Drive

City State Zip
Lake Worth, FL 33467-6998

Phone Number

Email Address
ramy.gall@gmail.com; daniel.kecskes@gmail.com

Applicant/Representative, Title, Company
Karner Surveying Inc./ Regina Karner, PSM

Street Address
2740 SW Marlin Downs Blvd.#333

City State Zip
Palm City Florida 34990

Phone Number
772-770-9622

Email Address
karner@karnersurveyinginc.com

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Property Owner(s) Signature(s) _____

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification.

Signature of Notary _____

(seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp _____

SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed
- Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans
- Electric Infrastructure plans
- Water & Sewer system construction plans
- Gas Infrastructure plans
- Stormwater Retention plans
- Complete, notarized application

SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - o proposed lots, including acreage, square footage, & dimensions.
 - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application



Acknowledgment by Individual

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 25th day of October, 20 22, by means of physical presence or online notarization

Ramy Gali (name of person acknowledging).

Personally known to me

Produced Identification

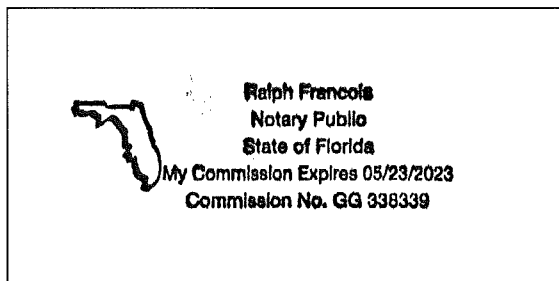
Type of Identification Produced Florida Drivers License

Notary signature 

Notary name (typed or printed) Ralph Francois

Title (e.g., Notary Public) Notary Public

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document

Subdivision

Document Date

10/20/2022

Number of Pages

2

Signer(s) Other Than Named Above

Account Number (if applicable)



F001-000DSG5350FL-01

This Document Prepared By and Return to:
Christopher J. Twohey, PA
844 SE Ocean Blvd. Suite A
Stuart, Florida 34994

Parcel ID Number: 2412-501-0132-000/3

Warranty Deed

This Indenture, Made this 23rd day of July, 2020 A.D., **Between**
L & K Developers, LLC, an Illinois limited liability company
of the County of Cook, State of Illinois, **, grantor,** and
Surfside Land, LLC, a Florida limited liability
whose address is: 9481 Campi Dr., Lake Worth, FL 33467
of the County of Palm Beach, State of Florida, **, grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN DOLLARS (\$10)

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns
forever, the following described land, situate, lying and being in the County of Saint Lucie
State of Florida to wit:

**Lot 13, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page
17, Public Records of Saint Lucie County, Florida.**

SUBJECT TO:

- 1. Taxes for the year 2020, and all subsequent years;**
- 2. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;**
- 3. Restrictions and matters appearing on the Plat or otherwise common to the subdivision; and**
- 4. Public utility easements of record, if any.**

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons
whomsoever.

Warranty Deed - Page 2

Parcel ID Number: 2412-501-0132-000/3

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Eileen M. Kumbing
Printed Name:
Witness

Robert A. Bosco
Printed Name:
Witness

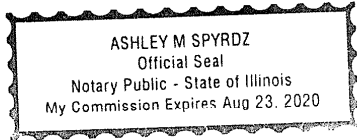
State of Illinois
County of Cook

L & K Developers, LLC
By: Robert H. Lohens (Seal)
Robert H. Lohens, Member
P.O. Address: 1237 S. Delphia Ave., Park Ridge, IL 60068

Handwritten:
Eileen M. Kumbing
Robert A. Bosco
Ashley M. Spyrdz

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of July, 2020, by Robert H. Lohens, Member of L & K Developers, LLC, an Illinois limited liability company on behalf of the limited liability company who is personally known to me or who has produced his driver's license as identification.

Ashley M. Spyrdz
Printed Name:
Notary Public Ashley Spyrdz
My Commission Expires: 8/23/2020



LEGAL DESCRIPTION

Lot 13, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page(s) 17, Public Records of St. Lucie County, Florida.

SURVEYOR'S REPORT

ACCURACY:
 1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5J-17, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.
 2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
 3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED (5J-17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THIS SURVEY IS BASED ON REPETITIVE RTK GPS AND/OR TOTAL STATION OBSERVATIONS ON MULTIPLE PROJECT'S HORIZONTAL AND VERTICAL CONTROL POINTS TO OBTAIN A REDUNDANCY OF MEASUREMENT. HORIZONTAL AND VERTICAL CLOSURE ACHIEVED, EXCEED THE MINIMUM ACCURACY REQUIREMENTS.
 4. COORDINATES (IF) SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR, NORTH AMERICAN DATUM (NAD) OF 1983 (2011 ADJUSTMENT).
 5. ALL ELEVATIONS SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 6. VERTICAL CONTROL POINTS ARE REFERENCED FROM THE FOLLOWING PUBLISHED DATUM: NGS VERTICAL CONTROL POINT 1-41 AT ELEVATION 4.98 7 THE BASIS OF BEARING BEING OF N210750'W IS ALONG THE EAST RIGHT OF WAY LINE OF SURFSIDE DRIVE AS MONUMENTED.
LIMITATIONS:
 1. PURPOSE OF SURVEY: TO ESTABLISH THE LIMITS OF THE HEREIN DESCRIBED PARCEL OF LAND BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT AND ESTABLISHING SUFFICIENT VERTICAL CONTROL TO ACCURATELY DEPICT THE MEAN HIGH WATER LINE.
 2. LAST FIELD DATE OF SURVEY: 07.12.2022
 3. UNDERGROUND UTILITIES WERE NOT LOCATED
 4. RIGHT OF WAY LIMITS FOR SURFSIDE DRIVE WERE ESTABLISHED BASED ON FOUND CONCRETE MONUMENTS AND OTHER SURVEY CONTROL ALONG THE EASTERLY AND WESTERLY RIGHT OF WAY LINE.
 5. DIMENSIONS SHOWN THUSLY (M) ON THE SURVEY SUPERSEDE DIMENSIONS REFLECTED ON EITHER RECORD DEED, PLAT OR RIGHT OF WAY MAP.
 6. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR OR CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
 7. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY IN ADDITION THIS SURVEY SHALL NOT BE VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
 8. THE OWNERSHIP OF FENCE LINES HAS NOT BEEN DETERMINED AS PART OF THIS SURVEY.
 9. OFF SET CALLS TO FOUND SURVEY CONTROL ARE RELATIVE TO THE NEAREST PROPERTY CORNER, INTERSECTION OF LINES, POINT OF CURVATURES (PC), POINT OF REVERSE CURVATURES (PRC) OR OTHER IDENTIFIABLE POINT.
 10. THIS SURVEY SHALL NOT BE VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA SURVEYOR AND MAPPER PREPARING THIS DOCUMENT.
 11. COMPLIANCE WITH LOCAL ZONING REQUIREMENTS AND OR WITH REQUIREMENTS SET FORTH BY OTHER STATE, PUBLIC, AND/OR PRIVATE ENTITIES HAS NOT BEEN VERIFIED AS PART OF THIS SURVEY.
 12. THE LOT LIMITS REFLECTED ON THE PLAT OF SURFSIDE APPEAR TO BE WEST OF A "BEACH" AREA. BY CONSENT OF THE LOCAL GOVERNING AGENCIES AND BY HISTORICAL REFERENCE OF OTHER SURVEY MAPS IN THIS AREA THE LOT IS SHOWN TO EXTEND TO THE MEAN HIGH WATER LINE.

TITLE REVIEW:
 THE SIGNING SURVEYOR HAS REVIEWED COMMONWEALTH LAND TITLE INSURANCE COMPANY'S COMMITMENT NUMBER 10690508 DATED August 16, 2022. THE LISTED ITEMS PERTAIN AS FOLLOWS:
 ITEM 1. SUBJECT TO MATTERS OF FACT ON THE PLAT (IF ANY) ARE AS SHOWN.
 ITEM 2. ORB 178 PG 8415, RELEASE OF PROTECTIVE COVENANTS DOES NOT AFFECT THE SUBJECT PROPERTY
 ITEM 3. ORB 1119 PG 2687, RESOLUTION NO. 97-024 EASEMENT IS AS SHOWN.

PREPARED FOR:
 Surfside Land LLC
 Schulke, Bittle & Stoddard, LLC
 Florida Department of Environmental Protection
 Real Time Property Development Services, Inc.
 City of Fort Pierce

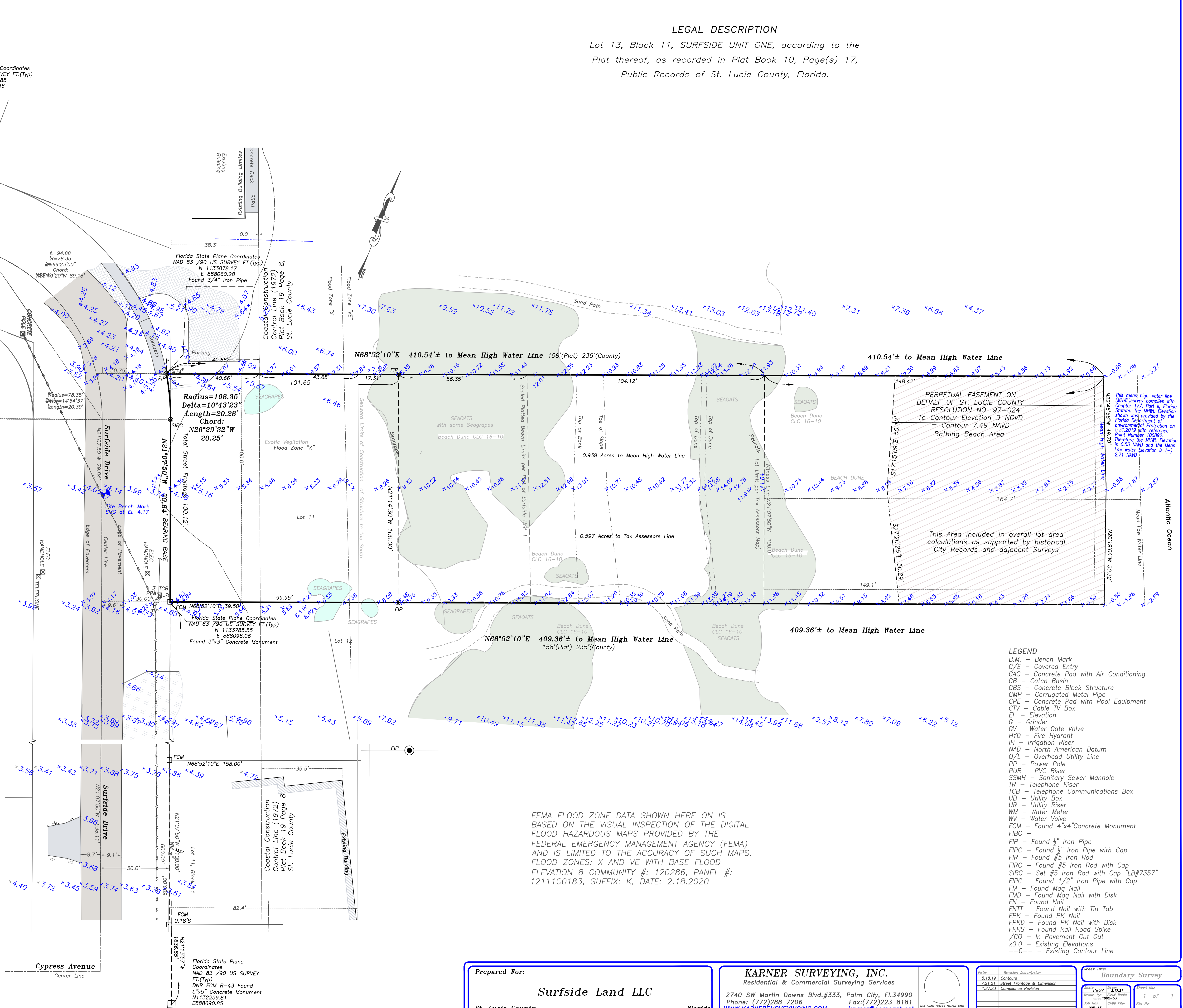
Florida State Plane Coordinates
 NAD 83 /90 US SURVEY FT.(Typ)
 N 1134765.88
 E 887846.36
 Ref A-24

Florida State Plane Coordinates
 NAD 83 /90 US SURVEY FT.(Typ)
 N 1133978.17
 E 888060.28
 Found 3/4" Iron Pipe

Florida State Plane Coordinates
 NAD 83 /90 US SURVEY FT.(Typ)
 N 1133785.55
 E 888098.06
 Found 3"x3" Concrete Monument

Florida State Plane Coordinates
 NAD 83 /90 US SURVEY FT.(Typ)
 N 1132259.81
 E 888690.85

Prepared By: Regina C. Karner, PSM#4363
 Karner Surveying, Inc. LB#7357



- LEGEND**
- B.M. - Bench Mark
 - C/E - Covered Entry
 - CAC - Concrete Pad with Air Conditioning
 - CB - Catch Basin
 - CBS - Concrete Block Structure
 - CMP - Corrugated Metal Pipe
 - CPE - Concrete Pad with Pool Equipment
 - CTV - Catch Basin
 - EL - Elevation
 - GV - Grinder
 - GV - Water Gate Valve
 - HYD - Fire Hydrant
 - IR - Irrigation Riser
 - NAD - North American Datum
 - O/L - Overhead Utility Line
 - PP - Power Pole
 - PUR - PVC Riser
 - SSMH - Sanitary Sewer Manhole
 - TR - Telephone Riser
 - TCB - Telephone Communications Box
 - UB - Utility Box
 - UR - Utility Riser
 - WM - Water Meter
 - WV - Water Valve
 - FCM - Found 4"x4" Concrete Monument
 - FIBC -
 - FIP - Found 1/2" Iron Pipe
 - FIPC - Found 1/2" Iron Pipe with Cap
 - FIR - Found #5 Iron Rod
 - FIRC - Found #5 Iron Rod with Cap
 - SIRC - Set #5 Iron Rod with Cap LB#7357
 - FIPC - Found 1/2" Iron Pipe with Cap
 - FM - Found Mag Nail
 - FMD - Found Mag Nail with Disk
 - FN - Found Nail
 - FNIT - Found Nail with Tin Tab
 - FPK - Found PK Nail
 - FPKD - Found PK Nail with Disk
 - FRRS - Found Rail Road Spike
 - /CO - In Pavement Cut Out
 - x0.0 - Existing Elevations
 - 0-0- - Existing Contour Line

FEMA FLOOD ZONE DATA SHOWN HERE ON IS BASED ON THE VISUAL INSPECTION OF THE DIGITAL FLOOD HAZARDOUS MAPS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND IS LIMITED TO THE ACCURACY OF SUCH MAPS. FLOOD ZONES: X AND VE WITH BASE FLOOD ELEVATION 8 COMMUNITY #: 120286, PANEL #: 12111C0183, SUFFIX: K, DATE: 2.18.2020

Prepared For:
Surfside Land LLC
 St. Lucie County Florida

KARNER SURVEYING, INC.
 Residential & Commercial Surveying Services
 2740 SW Martin Downs Blvd.#333, Palm City, FL 34990
 Phone: (772)288 7206 Fax:(772)223 8181
 WWW.KARNERSURVEYING.COM karner@comcast.net

Date	Revision Description	Sheet Title
11.18.19	Setback	Boundary Survey
2.21.21	Street Frontage & Dimension	
1.27.23	Compliance Revision	

Scale: 1" = 20'
 Date: 11/17/23
 Drawn by: RCB
 1905-13
 1 of 1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)**

We, the undersigned, being the President and Secretary of OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation (“Association”), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on October 5, 2022, under Document Number N22000011403, pursuant to Chapter 617 of the laws of the State of Florida.
2. The original Articles of Incorporation of the Association (“Original Articles”) are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes and Article IX of the Original Articles by the Board of Directors of the Association and no Members are entitled to vote thereon.
3. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
4. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if defined below as defined in the Declaration:

1. “Articles” means these Amended and Restated Articles of Incorporation and any amendments hereto.
2. “Assessments” means the assessments for which all Owners are obligated to the Association and includes “Individual Home Assessments” and “Special Assessments (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.
3. “Association” means Ocean Residences at Surfside POA, Inc., a Florida not for profit corporation. The Association is not a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. “Board” means the Board of Directors of the Association.
5. “Bylaws” means the Bylaws of the Association and any amendments thereto.

6. "City" means the City of Fort Pierce, Florida.
7. "Common Area" or "Common Property" means the property more particularly described in Article 1 of the Declaration.
8. "County" means Saint Lucie County, Florida.
9. "Declarant" means Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.
10. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
11. "Director" means a member of the Board.
12. "Governing Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, any rules and regulations of the Association which may be promulgated, and all of the instruments and documents referred to therein.
13. "Home" means an attached residential dwelling unit constructed within Ocean Residences at Surfside, which is designed and intended for use and occupancy as a single-family residence.
14. "Lot" means any parcel of land within Ocean Residences at Surfside as shown on the Plat or any additional plat upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in the Declaration and the Governing Documents.
15. "Member" means the Owner of a Lot in Ocean Residences at Surfside.
16. "Ocean Residences at Surfside" means that planned residential development located in the City and County which encompasses the Property. Ocean Residences at Surfside is presently intended to comprise Four (4) Homes and Common Property, but subject to change in accordance with the Declaration.
17. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

18. "Plat" means the plat of OCEAN RESIDENCES AT SURFSIDE, according to the plat thereof recorded or to be recorded in the Public Records of Saint Lucie County, Florida. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such term appears in these Articles.

ARTICLE II **NAME**

The name of this corporation shall be OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation, whose principal address and mailing address is c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE III **PURPOSES**

The purpose for which the Association is organized is to take title to administer, operate, maintain finance, repair, replace, manage and lease the Common Area in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV **POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of insurance maintenance, repair and operation for Common Property and the drainage system, including but not limited to, costs associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements.

4. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary, by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Ocean Residences at Surfside in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Ocean Residences at Surfside.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

9. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

10. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the District Permit, as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

11. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of

three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V

MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County (“First Conveyance”), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, with the exception that the Declarant shall be entitled to vote five (5) votes for each Lot owned until the Turnover Date. After the Turnover Date, each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member with one (1) vote for each Lot owned, with the exception of the Owner of either of the two (2) exterior Lots, which Owner is entitled to five (5) votes for each such Lot owned.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording or an instrument or conveyance amongst the Public Records of the County.

D. No Member may assign, hypothecate or transfer in any manner their membership in the Association except as an appurtenance to their Lot.

E. Any Member who conveys or loses title to a Lot by gift, sale, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

F. There shall be only one (1) vote for each Lot. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity (“Voting Representative”), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a married couple they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the married couple, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a “Proxy” (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

G. A quorum shall consist of persons entitled to cast at least fifty percent (50%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association by unanimous vote of the Owners (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of the Articles is: Ramy Gali, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and additional Assistant Vice President(s), as needed.

The Board shall elect the President, Vice President, Secretary and Treasurer, and as many additional Assistant Vice Presidents, as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Ramy Gali
Vice President/Treasurer	Daniel Kecskes
Secretary	Cigdem Gali

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association (“First Board”) and the “Initial Elected Board” (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the “Declarant’s Resignation Event” (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors need not be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Ramy Gali	9481 Campi Drive, Lake Worth, FL 33467
Daniel Kecskes	9481 Campi Drive, Lake Worth, FL 33467
Cigdem Gali	9481 Campi Drive, Lake Worth, FL 33467

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Ocean Residences at Surfside will contain Four (4) Lots with Homes constructed thereon (collectively, “Total Developed Lots”). Notwithstanding the foregoing, however, Declarant has reserved the right in the Declaration to modify the plan of development for Ocean Residences at Surfside and the right to, among other things, modify the site plan and the right to change the recreational facilities, amenities, Home product types and the number of Homes to be constructed within Ocean Residences at Surfside, and/or the right to add land or withdraw land from Ocean Residences at Surfside, all in its sole and absolute discretion.

D. Upon the Turnover Date, the Members other than Declarant (“Purchaser Members”) shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose (“Initial Election Meeting”). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws: provided, however, that the Members shall be given at least fourteen (14) days’ prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant’s Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting “Initial Election Board”). Declarant

reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F, above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Member-elected Director is removed in the manner herein provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of fifty percent (50%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members for a one (1) year term.

ARTICLE XI **INDEMNIFICATION**

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon them in connection with any negotiation, proceeding, arbitration, litigation or settlement in which they become involved by reason of their being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that they are or are adjudged guilty of willful misfeasance or malfeasance in the performance of their duties, the indemnification provisions in this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute of common law.

ARTICLE XII **BYLAWS**

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended solely the written consent by majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

B. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered agent of the Association is Gregg M. Casalino, Collins Brown Barkett, Chartered, 756 Beachland Boulevard, Vero Beach, FL 32963.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by Unanimous Written Consent of the Board of even date herewith.

By: _____
Ramy Gali, President

Attest: _____
Cigdem Gali, Secretary

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: _____
Gregg M. Casalino

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Gregg M. Casalino. He is personally known to me or has produced _____ as identification.

{Notary Stamp}

Notary Public
My Commission Expires: _____

August 16, 2022

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: Surfside Unit One

In accordance with Section 177.041, Florida Statutes this will certify that Commonwealth Land Title Insurance Company has made a search of the Public Records of St. Lucie County, Florida, through August 11, 2022 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Surfside Land, LLC, a Florida limited liability company

by virtue of Warranty Deed recorded in Official Records Book 4454 page 2102

The search has revealed the following:

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Surfside Unit One, recorded in Plat Book 10, Page 17, of the Public Records of St. Lucie County, Florida.
2. Protective Covenants recorded April 23, 1957 in Deed Book 227 page 165
3. Resolution No 97-024 recorded January 8, 1998, in Official Records Book 1119, Page 2687.

NOTE: All recording references in this form shall refer to the public records of St. Lucie County, Florida, unless otherwise noted.

NOTE: 2021 Real Property Taxes in the gross amount of \$12,702.96 are Paid, under Tax I.D. No. 2412-501-0132-000/3.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 10690508

By: _____

Authorized Signature

Exhibit "A"

Lot 13, Block 11, Surfside Unit One, according to the plat thereof, as recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

**BYLAWS
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)**

Section 1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of OCEAN RESIDENCES AT SURFSIDE POA, INC., (“Association”) as duly adopted by its Board of Directors (“Board”). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word “Florida” and the words “Corporation Not For Profit.”

Section 2. EXPLANATION OF TERMINOLOGY

The terms defined in the Amended and Restated Articles of Incorporation of the Association (“Articles”) as well as in the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside (“Declaration”) are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. MEMBERSHIP; MEMBERS’ MEETINGS; VOTING AND PROXIES

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually (“Annual Members’ Meeting”). The Annual Members’ Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members’ Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members’ Meeting.

3.3. Special meetings (meetings other than the Annual Members’ Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the

right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at their last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Governing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast fifty percent (50%) of the total number of votes of the Members. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Governing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may vote for Directors in person or by Proxy. Members are not permitted to vote for Directors by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairperson" (as hereinafter defined in Paragraph 7.2) shall supervise the election, count and verify ballots, disqualify votes if

such disqualification is justified under the circumstances and certify the results of the election to the Board.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall not be by secret ballot unless upon unanimous request of the holders of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. BOARD; DIRECTORS' MEETINGS

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until their successor is duly elected and qualified or until they resign or are removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice

of the organizational meeting shall be given in accordance with Section 720.303(2) of the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts himself in a manner detrimental to the carrying on of the meeting,

then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that they are a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. POWERS AND DUTIES OF THE BOARD

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Governing Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. LATE FEES

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars and No/100 (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association for such late Assessment. This amount is subject to change in the Board's sole discretion. In addition, any party who fails to pay any Assessment within ten (10) days of the due date shall be charged interest thereon from the date due until paid at eighteen percent (18%) per annum. Lot Owners shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced.

Section 7. OFFICERS OF THE ASSOCIATION

7.1. Executive officers of the Association shall be the President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers, including one or more Assistant Vice Presidents, and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices

simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Treasurer.

7.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as the President may, in their discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President (“Chairperson”) shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as “First Vice President”, “Second Vice President”, etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and they shall perform all of the duties incident to the office of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Ocean Residences at Surfside.

Section 8. RESIGNATIONS

Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The

acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 9. ACCOUNTING RECORDS; FISCAL MANAGEMENT

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Ocean Residences at Surfside which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board (“Budget Meeting”) called for that purpose to be held during the month of November or December of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Home Assessment applicable to their Home(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Home Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at their last known address or email address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

9.4. Individual Home Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Home Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at their last known address shown on the records of the Association.

9.8 The Association shall procure, maintain and keep in full force and effect, insurance as may be required by the Declaration to protect the interests of the Association and the Members.

Section 10. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Ocean Residences at Surfside; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Governing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Property, same shall be conspicuously posted and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to ensure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. PARLIAMENTARY RULES

The then-latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Governing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 12. ROSTER OF OWNERS

Each Owner shall file with the Association a copy of the deed or other document showing their ownership of a Lot in Ocean Residences at Surfside. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. AMENDMENT OF THE BYLAWS

13.1. These Bylaws may be amended by affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws.

13.2. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.3. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. MEDIATION

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (“Department”) shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 15. RECALL OF BOARD MEMBERS AND ELECTION DISPUTES

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. NOTICE AND HEARING PROCEDURE

In those instances which specifically provide an Owner the right of Notice and a Hearing, the following procedures and provisions shall apply:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing the Board. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of less than One Thousand and No/100 Dollars (\$1,000.00) may not become a lien against a Lot.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

Section 17. INTERPRETATION

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

The foregoing Bylaws of Ocean Residences at Surfside POA, Inc. were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
OCEAN RESIDENCES AT SURFSIDE**

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Exhibits

- “A” Legal Description of Real Property of Ocean Residences at Surfside
- “B” Article of Incorporation of Ocean Residences at Surfside POA, Inc.
- “C” Bylaws of Ocean Residences at Surfside POA, Inc.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE (“Declaration”) is made this __ day of _____, 2022, by SURFSIDE LAND LLC, a Florida limited liability company (“Declarant”), and is joined in by OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation (“Association”).

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit “A” attached hereto and made a part hereof (“Property”); and

WHEREAS, Declarant desires to develop a planned residential community to be known as “Ocean Residences at Surfside” (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Ocean Residences at Surfside as a planned residential community consisting of four (4) single family townhome dwellings on the four (4) Lots constituting the property and as described on the Plat; and

WHEREAS, in order to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. “AMENDMENT(S)” shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the “First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside” and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not

otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

1.2. "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which are attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.3. "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.4. "ASSOCIATION" shall mean OCEAN RESIDENCES AT SURFSIDE POA, INC., a not for profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Ocean Residences at Surfside as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718 of the Florida Statutes.

1.5. "BOARD" shall mean the governing body of the Association.

1.6. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.7. "CITY" shall mean the City of Fort Pierce, Florida.

1.8. "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any. Such property shall include a swimming pool and dune crossover, if and when constructed by the Declarant.

1.9. "COUNTY" shall mean Saint Lucie County, Florida.

1.10. "DECLARANT" shall mean Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC, a Florida limited liability company, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.11. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.

1.12. "DIRECTOR" shall mean a member of the Board.

1.13. "DRAINAGE SYSTEM" shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from Ocean Residences at Surfside to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve all of Ocean Residences at Surfside and is a private drainage system. The Drainage System shall be maintained by the Association.

1.14. "GOVERNING DOCUMENTS" shall mean, in the aggregate, this Declaration and the Articles, Bylaws, and any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.15. "HOA ACT" shall mean the Homeowners' Association Act, Chapter 720 of the Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.16. "HOME" shall mean an attached residential dwelling unit in Ocean Residences at Surfside intended as an abode for one (1) family. The term Home shall include the Lot and any garage appurtenant thereto.

1.17. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Ocean Residences at Surfside, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, driveways, fences, perimeter and retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, , covered patios, screen enclosures, walking paths, , site walls, gazebos, benches, mailboxes, decorative street lights and signs.

1.18. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Ocean Residences at Surfside.

1.19. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Ocean Residences at Surfside, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage

market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration (“VA”), the Federal Housing Administration (“FHA”) or the U.S. Department of Housing and Urban Development (“HUD”) or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.20. “INTEREST” shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.21. “LEGAL FEES” shall mean (i) all fees for attorney and paralegal services incurred in connection with demands, notices, negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

1.22. “LOT” shall mean any parcel of land within Ocean Residences at Surfside as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.

1.23. “MEMBERS” shall mean all of the Owners who are also members of the Association, as provided herein.

1.24. “NOTICE AND HEARING” shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner’s expense, in the manner set forth in Section 10.1 herein.

1.25. “OCEAN RESIDENCES AT SURFSIDE” shall mean that planned development located in the City of Fort Pierce, Saint Lucie County, Florida which encompasses the Property. Ocean Residences at Surfside is presently intended to be comprised of Four (4) Homes and the Common Area, but subject to change in accordance with this Declaration. Ocean Residences at Surfside will initially consist of the land set forth in Exhibit “A,” attached hereto and made a part hereof and may be expanded or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

1.26. “OWNER” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

1.27. “PARTY WALL” shall mean and refer to the dividing wall between each adjoining Home.

1.28. "PLAT" shall mean the plat of OCEAN RESIDENCES AT SURFSIDE, recorded or to be recorded in the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to any additional property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat may be subject to this Declaration.

1.29. "PROPERTY" shall mean that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.30. "PUBLIC RECORDS" shall mean the Public Records of the County.

1.31. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit additional property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or additional property as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.32. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system.

1.33. "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V of the Articles.

2. DESCRIPTION OF OCEAN RESIDENCES AT SURFSIDE

2.1. General Plan of Development

Ocean Residences at Surfside comprises the Property encompassing, or which will encompass, the Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain Four (4) Homes, together with Common Areas, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Ocean Residences at Surfside (including, without limitation, the right to modify the site plan of Ocean Residences at Surfside; the right to add or change the recreational facilities and amenities, if any; and/or the right to add land to Ocean Residences at Surfside or to withdraw land from Ocean Residences at Surfside. Therefore, in the event Declarant modifies its plan of development of Ocean Residences at Surfside and/or adds land to Ocean Residences at Surfside or withdraws land from Ocean Residences at Surfside, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Ocean Residences at Surfside may change. Declarant's general plan of development of Ocean Residences at Surfside may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Ocean Residences at Surfside, as well as any changes thereto.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of Ocean Residences at Surfside, the right to add or change the recreational facilities and amenities, and the number of Homes to be constructed within Ocean Residences at Surfside) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Ocean Residences at Surfside according to the present plan of development.

3. ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

3.1. Additions

Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such other property. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners or the Association to any such

Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant.

3.2. Designation of Additional Common Area

Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

3.3. Disclaimer of Implication

Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

3.4. Absence of Obligation

Nothing in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

3.5. Withdrawal

Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

3.6. Title to the Common Area

To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. When title to all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be

subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

4. OWNERS' PROPERTY RIGHTS

4.1. Owners' Easements of Enjoyment

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

4.1.1. The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

4.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon, all in

compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

4.1.3. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Lots and the Common Area.

4.1.4. The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

4.1.5. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of three-fourths (3/4) of the total voting interests of the Association, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

4.1.6. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast three-fourths (3/4) of the total voting interests of the Association agree to such dedication, release, alienation, or transfer.

4.1.7. The right of the Association to grant easements and rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without a vote of the Owners.

4.1.8. The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

4.1.9. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

4.1.10. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under local or state laws or regulations.

4.1.11. The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.1.

4.1.12. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

4.1.13. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Ocean Residences at Surfside and Homes therein).

4.2. Delegation of Use

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

4.3. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

4.4. Access Easement

Declarant hereby reserves for itself, perpetual, nonexclusive easements of ingress and egress over and across: (i) any private driveways, if any, within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

4.5. Grant and Reservation of Easements

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

4.5.1. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for

such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

4.5.2. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

4.5.3. Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

4.5.4. Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

4.5.4.1. the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Section 10.1 herein;

4.5.4.2. the right of Declarant and each of its officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration;

4.5.4.3. the right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's construction of Homes in Ocean Residences at Surfside);

4.5.4.4. the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

4.5.4.5. all provisions set forth in the Governing Documents.

4.5.5. Easement for Roof Overhang. An easement or easements, as shown on the Plat and additional plat, if any, to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

4.5.6. Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

4.5.7. Plat Easement(s). The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

4.5.8. Maintenance Easements. Easements over the Property outside of the Homes granted in favor of the Association for the purpose of maintaining drainage facilities.

4.6. Drainage System Easement

4.6.1 Drainage Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across any portion of a Lot to operate, maintain, and repair the drainage system and facilities. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify and berms placed along the rear of any Lots, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

4.6.2. Improvements. No structures, permanent or temporary, shall be constructed on, over, or under any portion of the drainage system without the prior written consent of the Association and the approval of the Board or Declarant, which consent or approval may be withheld for any reason.

4.6.3. Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the drainage system, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the drainage system.

4.6.4. LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN

CONNECTION WITH THE DRAINAGE FACILITIES OR ANY PART OF THE DRAINAGE SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

4.6.5. Indemnity. The Association agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the drainage system occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

4.6.6. Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

4.7. Assignments

The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles and Bylaws. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles and Bylaws.

5.2. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

5.3. Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles.

6. ASSESSMENTS AND LIENS

6.1. Affirmative Covenant to Pay Assessments

6.1.1. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Home Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

6.1.2. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) insurance coverage over Common Property and Homes; (2) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (3) all charges levied for utilities providing services for the Common Area as a whole and not upon

an individual Lot or Home, or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (4) the premiums on policies of insurance including, but not limited to, property, liability and casualty insurance for the Common Area and Homes, and directors and officers liability insurance for the officers and directors of the Association; (5) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (6) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (7) administrative and operational expenses; (8) all sums necessary for the maintenance and repair of the drainage system to be maintained by the Association, including but not limited to work within drainage structures and drainage easements; and, (9) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except legal fees incurred for lawsuits not approved pursuant to Section 13.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner of a Lot notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

6.2. Establishment of Liens

Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees,

are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

6.3. Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6.3.6. To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

6.3.7. To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections 6.3.6 and 6.3.7 above must be approved by the Board in the manner required by the HOA Act.

6.4. Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

6.5. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot. Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

7.1. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth), by the total number of Lots which have been conveyed by Declarant (as evidenced by the recordation of a deed of conveyance) with the quotient thus arrived at being the "Individual Home Assessment." Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the

Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

7.2. Assessment Payments

The Individual Home Assessments shall be payable quarterly, in advance, on the first day of the fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. The Individual Home Assessments, and the quarterly payments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of each Lot (thus apportioning all Operating Expenses among all non-Declarant owned Lots in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required.

7.3. Special Assessments

“Special Assessments” include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of “Operating Expenses,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. The Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, etc.), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; iii) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area; and iv) other purposes related to the operation of Ocean Residences at Surfside as determined by the Board in its reasonable business judgment.

7.4. Liability of Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that upon such conveyance by Declarant, the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and

severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

7.5. Waiver of Use

No Owner, other than Declarant, may exempt themselves from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Lot from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Home or Lot.

7.7. Declarant's Right to Loan or Advance Funds

Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, then any such sums shall be repaid to Declarant prior to the Turnover Date.

8. ARCHITECTURAL REVIEW

8.1. No building, structure or other Improvements, or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Board in accordance with Section 8 herein. The Board may also issue and amend from time to time rules or guidelines setting forth procedures establishing architectural criteria and for the submission of plans and specifications.

8.2. No Waiver of Future Approvals

The approval of the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar

proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

8.3. Non-Liability of Board Members

Neither the Board, nor any member thereof, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties in this Section 8 hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

8.4. Declarant Exemption

Declarant is hereby exempt from having to comply with the requirements of Section 8 in their entirety.

9. MAINTENANCE AND REPAIR OBLIGATIONS

9.1 Home Maintenance

The responsibility for the maintenance of the Property is divided between the Association and the Owners. Interior maintenance of each Home located within the centerline of Party Walls is the responsibility of the Owners. Each Owner shall be responsible for the maintenance of that Owner's side of the Party Wall, including drywall. The Association is responsible for all exterior maintenance, including but not limited to driveways, boardwalks and Common Areas. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Association's Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof. Open space owned by or dedicated to the Association shall be maintained by the Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space without Board approval.

9.1.1. Party Wall Provisions

Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the Owners of the lots on either side of said Party Wall. In the event of damage or destruction to any Party Wall or shared monolithic slab or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the Owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Owners whose lots adjoin said Common Structure and shall be enforceable by the Association. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either Owner's negligence shall have caused damage to or destruction of said

Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay said Owner's share, or all of such costs in case of negligence, the other party or the Association may have such Common Structure repaired or restored and the party who has borne such expense, either the other Owner or the Association, shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The Owner or Association having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and costs and further shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the public records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

Neither Owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining Owner to said Common Structure and the Association shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same. Each Owner shall keep all exterior walls of said Owner's dwelling unit in good condition and repair at said Owner's sole cost and expense. No Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (e.g., variance in design, colors, or roofing; such changes may only be made with the advance written consent of the Association Board of Directors). All Owners, through assessment payments to the Association, shall share equally in the costs to repair or maintain the roofs and related structures and elements resulting from age and normal wear and tear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be undertaken and coordinated by the Association. An Owner who, by said Owner's negligence, recklessness, or willful act, causes a Party Wall or roof or other Common Structure to be exposed to the elements or damaged or destroyed shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all costs and damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roofs and related structures and elements shall be provided by the Association. If any monolithic slab repairs are required, the entire monolithic foundation must be involved in the repair process. Owners of must cooperate regarding repairs to the slab. All Owners shall share equally in any such necessary repairs.

9.2. By the Association

9.2.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area).

9.2.2. The Association shall at all times be responsible for the maintenance and care of Homes' Exteriors. Elements of a Home not maintained by the Association shall be the obligation of the Owner of each Home. No Owner of a Home shall paint, refurbish, alter, improve, or modify the Homes' Exteriors nor the mailbox originally provided by the Developer or by any builder without the Board's prior written consent.

9.2.3. The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area (or any portions thereof) as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system in connection with the Common Area, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area within the Property.

9.2.4. The Association shall be responsible for the maintenance, repair and replacement of all driveways and private walkways, if any, located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose.

9.2.5. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Ocean Residences at Surfside; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service.

9.2.6. Any property designated as open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition without Association approval and any required local and state permits.

9.2.7. The Association shall be responsible for maintaining any perimeter walls and retaining walls located within the Property, even if such walls lie within one or more Lots. The Association shall have an easement on all Lots for access to perform the obligations set forth in this Section.

9.2.8. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars and No/100 (\$5,000.00). All other alterations and Improvements must first be approved by at least three-fourths (3/4) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

9.2.9. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Section 9.1 above, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Section 9.1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

9.2.10. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Ocean Residences at Surfside.

9.3. By the Owners

9.3.1. The Owner of each Lot must keep and maintain the Lot, Home and any Improvements thereon including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within such Owner's Home which, if omitted, could adversely affect Ocean Residences at Surfside, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the interior of each Home between Party Walls within the Lot, and physical items attached or connected to such structures that run beyond the line of the Lot which exclusively service or benefit the Lot and Home.

The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

9.3.2.

Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Association with a Special Assessment to recover costs incurred against the Owner(s) of the Lot(s) upon which the drainage swale is located.

9.3.3. The Owner of each Lot shall keep the driveway and sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

9.3.4. If the interior of the Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board.

9.3.5. Except as otherwise provided in Section 12 herein, each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

9.3.6. If an Owner fails to comply with the foregoing provisions of this Section 9.3, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

9.3.7. If a failure to comply with the provisions of this Section 9.3 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

9.3.8. Owners shall not make any temporary modifications to the exterior of the Homes, including seasonal or holiday decorations, without prior written approval of the Board.

10. OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association:

10.1. Enforcement.

Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, if an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities (including, without limitation, cable television and other amenity (non-utility) services provided); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

10.1.1. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days' notice to the Owner sought to be fined or suspended and an opportunity for a hearing before the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.1.2. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

10.1.3. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.1.4. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by applicable law, a fine of less than One Thousand and No/100 Dollars (\$1,000.00) may not become a lien against a Lot.

10.1.5. Failure to Pay Assessments. Notice and Hearing as provided in this Section shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.1.6. Suspension of use rights to the Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Lot and/or Home.

10.1.7. In addition to all other remedies, the Association may levy Individual Home Assessments, to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

10.1.8. For purposes of this Section 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

10.2. Single Family Use.

The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Ocean Residences at Surfside except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

10.3. Nuisance.

Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of Ocean Residences at Surfside, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board.

10.4. No Improper Uses.

No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

10.5. Leases.

No Home may be rented unless the lease is approved by the Board. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Board may authorize variances and grant exceptions to the restriction on leasing in Ocean Residences at Surfside.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

10.6. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the ARB), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within Ocean Residences at Surfside without prior written consent of the ARB.

10.7. Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 10.7 shall not apply to Declarant.

10.8. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around their Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Ocean Residences at Surfside, or any property contiguous to Ocean Residences at Surfside. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pickup. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

10.9. Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that a total of two (2) pets, including dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board and pursuant to local and state laws. All pets must be registered, licensed and inoculated as required by law. No exotic pet or any animal of any kind shall be allowed on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated to regulate pets from time to time by the Association. No pets shall be allowed to create a nuisance to other Owners.

10.10. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Ocean Residences at Surfside except with the prior written consent of the Board. No temporary structure may be used as a residence.

10.11. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

10.12. Fences. An Owner may not install any fencing (including invisible fencing) on their Lot without the prior written approval by the ARB. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Board and is permitted to cross any such easements, such Board's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., Florida Power & Light, utility provider, the City, or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Board's approval required.

10.13. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the Board.

10.14. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the Board.

10.15. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

10.16. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

10.17. Subdivision and Partition. No Lot on the Property shall be subdivided except by Declarant.

10.18. Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. The Board not shall consent to any "For Sale," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Ocean Residences at Surfside or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Ocean Residences at Surfside or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, for advertising or marketing during the construction and sale period of Ocean Residences at Surfside or other communities developed and/or marketed by Declarant or its affiliates, and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act.

10.19. Boats, Recreational Vehicles and Commercial Vehicles. No trailer, camper, or other vehicle, other than four-wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of Ocean Residences at Surfside unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Ocean Residences at Surfside.

10.20. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Ocean Residences at Surfside until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration.

10.21. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary

in regard to vehicles used in connection with construction, sales or management at Ocean Residences at Surfside. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or their family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

10.22. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Board.

10.23. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Board, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Board's consent, then the hurricane shutters will be made to conform by the Board at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Ocean Residences at Surfside location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from their Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

10.24. Flags. No flags, banners or signs of any type shall be displayed so as to be visible from the exterior of their home, except as permitted by state or federal law.

10.25. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

10.26. Weapons. The use and discharge of weapons within Ocean Residences at Surfside is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

10.27. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks and to minimize the hazards associated with on-site fuel storage.

10.28. Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Ocean Residences at Surfside as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Ocean Residences at Surfside; and (iii) for so long as Declarant holds any Homes within Ocean Residences at Surfside for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

10.29. Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Ocean Residences at Surfside. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Home Assessment.

10.30. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Declarant hereby reserves the right for itself and its employees, contractors, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's construction of Homes and Improvements within Ocean Residences at Surfside.

In general, the restrictions and limitations set forth in this Section 10 shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Section 10 in addition to whatever remedies at law to which it might be entitled.

11. DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be handled as follows, notwithstanding any provision in this Declaration to the contrary:

11.1. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

11.2. If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars (\$5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.

11.3. If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars (\$5,000.00) (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

11.4. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

11.5. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

12. INSURANCE AND CONDEMNATION

The Association is hereby authorized to purchase at the Association's option, insurance for all insurable improvements on the Common Areas. The Association shall purchase insurance on the Common Property including the roof over the Homes. Any insurance purchased by the Association shall be in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate, including the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

12.1. Casualty Insurance. Property and casualty insurance (including as applicable, windstorm coverage) in an amount equal to the then full replacement cost, exclusive of land, foundation, roof, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to Ocean Residences at Surfside in construction, location and use.

12.2. Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

12.3. Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

12.4. Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

12.5. Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least three-fourths (3/4) of the total voting interests of the Association, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

12.6. Public Liability Coverage. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from,

the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

12.7. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

12.8 Owner Home Insurance Provisions.

12.8.1 Each Owner of a Home shall obtain and keep in force insurance coverage necessary to insure the interior structural elements of such Home and any additional insurance coverage required by the Board of Directors of the Association per Sections 12.1-12.4 above. The insureds under any and all policies of insurance shall be the Owner and the Association and their respective mortgagees, as their interests may appear.

- (i) Minimum Coverage. The Owner of each Home shall maintain insurance coverage in a minimum amount determined annually by the Board of Directors of the Association, affording the following minimum protection:
- (ii) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the "Causes of Loss - Special Form" property contract.
- (iii) Liability. Premises liability for bodily injury and property damage.

12.9 Optional Coverage.

The Association may require that each Owner of a Home purchase and carry other insurance coverages as the Board of Directors of the Association may determine to be in the best interests of the Owners and the Association and the Subdivision. One of the more common options includes flood insurance coverage.

13. **GENERAL PROVISIONS**

13.1. Conflict With Other Governing Documents.

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, or such other address or addresses as Declarant shall hereinafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees.

13.4. Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Common Area. Section, subsection, paragraph, captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.5. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope

thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the “rule against perpetuities” or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.6. Certain Rights of Declarant

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to maintain a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Ocean Residences at Surfside, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, as applicable, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant, as applicable. In addition, the Declarant hereby has, shall have and hereby reserves the right for itself and to enter upon the Common Area, if any, in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the construction upon Lots within Ocean Residences at Surfside and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant if applicable, to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant, if applicable, shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 13.6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Governing Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 13.6, the term “Declarant” shall include any “Lender” which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any

such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 13.6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Except as otherwise provided herein, Declarant and each of its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant and its successors, assigns, employees, contractors, subcontractors and potential purchasers access to the Property.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 13.6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF OCEAN RESIDENCES AT SURFSIDE ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE HAS BEEN AND

WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF OCEAN RESIDENCES AT SURFSIDE.

13.7. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

13.8. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.8.1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Ocean Residences at Surfside; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

13.8.2. After the Turnover Date, this Declaration may be amended by a majority of the Board and with the consent of the Owners. The aforementioned consent of the Owners owning three-fourths (3/4) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Articles and Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.8.3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

13.8.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 13.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

13.8.5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

13.8.6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the FNMA and the FHLMC; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

13.8.7. Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

13.9. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.10. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning one-hundred percent (100%) of the Lots and Institutional Mortgagees holding first mortgages encumbering one-hundred percent (100%) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated, or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this

Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

13.11. Rights of Mortgagees

13.11.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 13.11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

13.11.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (a) Any condemnation, loss or casualty loss which affects any material portion of the Property;
- (b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
- (d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.11.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be

responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests of the Association (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Property or to the Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Owners); or
- (e) filing a compulsory counterclaim.

13.13. Compliance With Provisions

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

13.14. Covenant Running With The Land

All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements

granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.15. No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

13.16. No Representations or Warranties

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EXISTENCE OR DEVELOPMENT OF MOLDS, FUNGI, MILDEW OR MYCOTOXINS, AND EACH OWNER ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, SUCCESSORS AND ASSIGNS SHALL BE DEEMED TO AND BY ACCEPTANCE OF A DEED OR TITLE TO THE HOME OR BY USE OF THE HOME, WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIMS FOR LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE AND/OR PERSONAL INJURY) RESULTING FROM THE EXISTENCE AND/OR DEVELOPMENT OF SAME. NO REPRESENTATIONS HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION TO THE SECURITY OF THE PREMISES. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDERS NOR ANY SUCCESSOR TO DECLARANT OR PARTICIPATING BUILDERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY

13.17. Association and Declarant as Attorney-In-Fact

Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Ocean Residences at Surfside by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such

Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Ocean Residences at Surfside, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 13 may not be amended without Declarant's prior written consent.

13.18. Notice of Sale.

In the event an Owner sells any Lot, the Owner is hereby required to give the Association the right of first refusal. If the Association does not exercise its right to purchase within thirty (30) days of receiving notice, the Owner shall provide the Association in writing the name of the purchaser prior to closing.

13.19. Declarant's Reservation of Rights.

Notwithstanding anything contained in the Governing Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on behalf of the Declarant, Surfside Land LLC, a Florida limited liability company by its President this ____ day of _____, 2022.

Signed, sealed and delivered in the presence of:

SURFSIDE LAND LLC, A Florida limited liability company

Print Name:

By: _____
Ramy Gali, President

Print Name:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Ramy Gali as President of Surfside Land LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

{Notary Stamp}

Notary Public
My Commission Expires: _____

DRAFT

Schulke, Bittle & Stoddard, LLC

Certified Cost Estimate

For: **Surfside Quad Plex**
1/19/2023

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	% Complete	\$ Value	% Remaining	\$ Value
EARTHWORK & GRADING								
Silt Fence	LF	450	\$4.50	\$2,025.00	0.00%	\$ -	100.00%	\$2,025.00
Clearing and Grubbing	LS	1	\$6,500.00	\$6,500.00	0.00%	\$ -	100.00%	\$6,500.00
Fill	CY	250	\$18.00	\$4,500.00	0.00%	\$ -	100.00%	\$4,500.00
Site Grading	LS	1	\$18,000.00	\$18,000.00	0.00%	\$ -	100.00%	\$18,000.00
			Subtotal	\$31,025.00	0.00%	\$ -	100.00%	\$31,025.00
Storm Drainage								
12" RCP	LF	13	\$115.00	\$1,495.00	0.00%	\$ -	100.00%	\$1,495.00
18" PRCP W/ Exfiltration	LF	74	\$150.00	\$11,100.00	0.00%	\$ -	100.00%	\$11,100.00
Junction Manhole	EA	2	\$8,500.00	\$17,000.00	0.00%	\$ -	100.00%	\$17,000.00
Trench Drains	LF	44	\$400.00	\$17,600.00	0.00%	\$ -	100.00%	\$17,600.00
			Subtotal	\$47,195.00	0.00%	\$ -	100.00%	\$47,195.00
Sanitary Sewer								
Connect to Existing	LS	1	\$3,500.00	\$3,500.00	0.00%	\$ -	100.00%	\$3,500.00
8" PVC	LF	300	\$50.00	\$15,000.00	0.00%	\$ -	100.00%	\$15,000.00
6" PVC	LF	126	\$45.00	\$5,670.00	0.00%	\$ -	100.00%	\$5,670.00
Transition Manhole	EA	1	\$6,800.00	\$6,800.00	0.00%	\$ -	100.00%	\$6,800.00
Existing Restoration	LD	1	\$4,500.00	\$4,500.00	0.00%	\$ -	100.00%	\$4,500.00
Clean Outs	EA	5	\$750.00	\$3,750.00	0.00%	\$ -	100.00%	\$3,750.00
			Subtotal	\$39,220.00	0.00%	\$ -	100.00%	\$39,220.00
Landscape								
Canopy trees	EA	21	\$667.38	\$14,014.98	0.00%	\$ -	100.00%	\$14,014.98
Shrubs	EA	295	\$12.75	\$3,761.25	0.00%	\$ -	100.00%	\$3,761.25
Ground Cover	EA	1	\$1,343.75	\$1,343.75	0.00%	\$ -	100.00%	\$1,343.75
Irrigation	LS	1	\$4,770.00	\$4,770.00	0.00%	\$ -	100.00%	\$4,770.00
			Subtotal	\$23,889.98	0.00%	\$ -	100.00%	\$23,889.98
Road								
Pavers	EA	1	\$24,000.00	\$24,000.00	0.00%	\$ -	100.00%	\$24,000.00
12" Stabilized Subgrade	SY	375	\$22.00	\$8,250.00	0.00%	\$ -	100.00%	\$8,250.00
6" Coquina Rock Base	SY	375	\$26.00	\$9,750.00	0.00%	\$ -	100.00%	\$9,750.00
			Subtotal	\$18,000.00	0.00%	\$ -	100.00%	\$18,000.00
Other								
Survey Stake out	LS	1	\$5,150.00	\$5,150.00	0.00%	\$ -	100.00%	\$5,150.00
Survey As-Built	LS	1	\$2,550.00	\$2,550.00	0.00%	\$ -	100.00%	\$2,550.00
Survey - Set PCP and PRM	LS	1	\$2,000.00	\$2,000.00	0.00%	\$ -	100.00%	\$2,000.00
Design and Permitting	LS	1	\$0.00	\$0.00	0.00%	\$ -	100.00%	\$0.00
Engineer Inspections/Certs	LS	1	\$0.00	\$0.00	0.00%	\$ -	100.00%	\$0.00
			Subtotal	\$9,700.00	0.00%	\$ -	100.00%	\$9,700.00
Summary								
Earthwork and Grading				\$31,025.00	0.00%	\$ -	100.00%	\$31,025.00
Storm Drainage				\$47,195.00	0.00%	\$ -	100.00%	\$47,195.00
Sanitary Sewer				\$39,220.00	0.00%	\$ -	100.00%	\$39,220.00
Landscape				\$23,889.98	0.00%	\$ -	100.00%	\$23,889.98
Road				\$18,000.00	0.00%	\$ -	100.00%	\$18,000.00
Other				\$9,700.00	0.00%	\$ -	100.00%	\$9,700.00
Total				\$169,029.98	0.00%	\$ -	100.00%	\$169,029.98
Surety Amount (125%)								\$211,287.48

CERTIFICATE OF COST

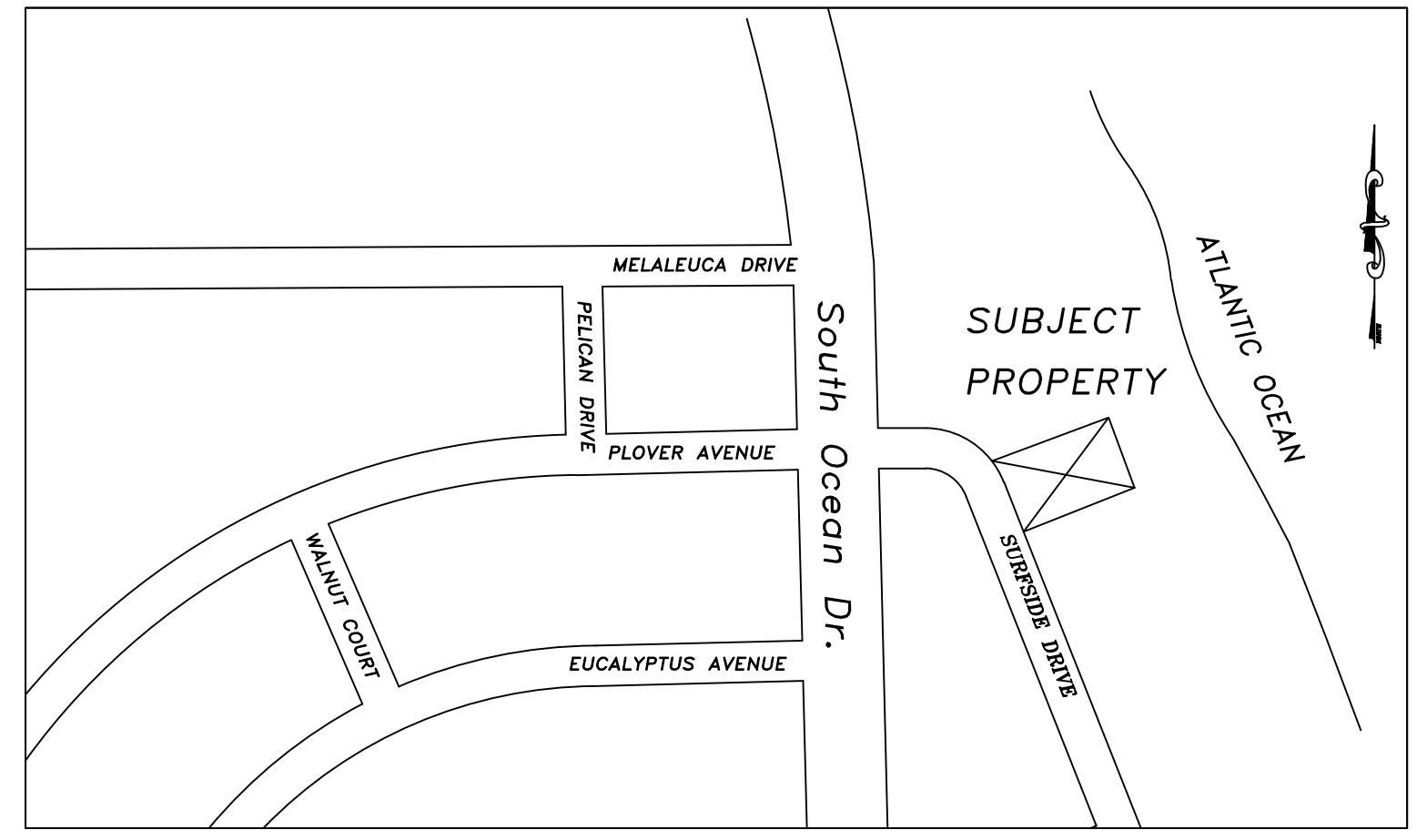
I, Jodah B. Bittle, A Florida registered engineer, License No. 57396, do hereby certify to City of Ft. Pierce that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit.

1/20/23 (Date)
Jodah B. Bittle, P.E., Florida

PLAT OF

OCEAN RESIDENCES AT SURFSIDE

BEING A RE-PLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP: NOT TO SCALE

LEGAL DESCRIPTION:

LOT 13, BLOCK 11, SURFSIDE UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE(S) 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

SURFSIDE LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED OFFICER, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HEREBY DEDICATES AS FOLLOWS:

- TRACT A AS SHOWN ON THIS PLAT OF OCEAN RESIDENCES AT SURFSIDE, IS HEREBY DEDICATED TO THE OCEAN RESIDENCES AT SURFSIDE POA, INC. A FLORIDA NOT FOR PROFIT CORPORATION ITS SUCCESSORS AND ASSIGNS (HEREINAFTER THE "ASSOCIATION") AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR THE PURPOSE OF ACCESS, INGRESS, EGRESS, RECREATION AND DRAINAGE. TRACT A AS SHOWN ON THIS PLAT SHALL ALSO BE DEDICATED TO THE ASSOCIATION ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF PEDESTRIAN BEACH ACCESS, FOR OPEN SPACE AND FOR OTHER PURPOSES NOT INCONSISTENT WITH THIS DEDICATION, INCLUDING A FUTURE BOARDWALK. TRACT A SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.
- UTILITY AND ACCESS EASEMENTS: SAID EASEMENTS AS SHOWN HEREON ARE ACCESS AND UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS. A GENERAL INGRESS/ EGRESS EASEMENT IS ALSO DEDICATED TO THE ASSOCIATION OVER AND ACROSS THE ASSOCIATION DRIVEWAYS, WALKWAYS, PARKING, COMMON OR OPEN AREAS FOR ACCESS TO, OPERATION, MODIFICATIONS, INSTALLATION OF OR MAINTENANCE OF ANY UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, POWER LINES, WATER AND WASTEWATER LINES, CABLE TELEVISION SERVICES, APPURTENANT FACILITIES, AND EQUIPMENT. AN EASEMENT OVER SAID ACCESS EASEMENTS, AS SHOWN HEREON, IS ALSO RESERVED IN FAVOR OF SAINT LUCIE COUNTY FOR ACCESS OF POLICE, FIRE, EMERGENCY AND SERVICE VEHICLES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREAS WITHOUT SAINT LUCIE COUNTY OR THE ASSOCIATION'S WRITTEN PERMISSION, AS APPLICABLE. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREAS WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO THE ASSOCIATION'S FACILITIES. THE ASSOCIATION ITS SUCCESSORS AND ASSIGNS SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENTS WHICH ARE NOT PRECLUDED BY THE FOREGOING. SAINT LUCIE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENTS OR FACILITIES CONSTRUCTED THEREIN EXCEPT AS AGREED IN WRITING.
- COVENANTS, RESTRICTIONS OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT OF OCEAN RESIDENCES AT SURFSIDE ARE FILED IN OFFICIAL RECORD BOOK _____, PAGE _____, OFFICIAL RECORDS OF ST. LUCIE COUNTY, FLORIDA. FURTHERMORE, THE DEPICTION OF THE LOTS ON THIS PLAT, SHOWING THAT EACH LOT PLATTED HEREON IS SPLIT INTO TWO (2) PIECES, THE TWO PIECES, WHICH FORM ONE LOT, MUST ALWAYS HAVE COMMON OWNERSHIP AND OWNERSHIP OF ONE LOT SHALL NEVER BE SPLIT SUCH THAT DIFFERENT OWNERS EACH OWN ONE PIECE OF THE LOT, WHICH SHALL BE A COVENANT WHICH RUNS WITH THE LAND
- IN WITNESS WHEREOF THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND TO HAVE ITS COMPANY SEAL AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS, THIS

_____ DAY OF _____, 2023.

SURFSIDE LAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
RAMY GALI, PRESIDENT

WITNESS: _____ PRINT NAME: _____

WITNESS: _____ PRINT NAME: _____

OCEAN RESIDENCES AT SURFSIDE POA
A FLORIDA NOT FOR PROFIT CORPORATION

BY: _____
RAMY GALI, PRESIDENT

WITNESS: _____ PRINT NAME: _____

WITNESS: _____ PRINT NAME: _____

ACKNOWLEDGMENT OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAMY GALI AS MANAGER OF SURFSIDE LAND, LLC., A FLORIDA LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME: _____

NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAMY GALI AS _____ OF OCEAN RESIDENCES AT SURFSIDE POA, A FLORIDA NOT FOR PROFIT CORPORATION. HE IS PERSONALLY KNOWN TO ME.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME: _____

NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____
SION EXPIRES: _____

TITLE CERTIFICATE:

ALEXANDER D. GONANO., ATTORNEY AND COUNSELOR AT LAW
, AS DULY LICENSED IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT AS OF _____ 2022.

- RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE ENTITIES EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.
- PURSUANT TO THE FLORIDA STATUTES SECTION 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022.
- ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOW: NONE
- ALL ASSESSMENTS AND OTHER ITEMS HELD AGAINST SAID LAND HAVE BEEN SATISFIED.

DATED THIS _____ DAY OF _____ 2023.

NAME: ALEXANDER D. GONANO, ATTORNEY AND COUNSELOR AT LAW
.

GENERAL PLAT AND SURVEYOR'S NOTES:

- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- BEARINGS SHOWN ARE BASED ON GRID NORTH, AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS N21°07'50"W AND IS THE EASTERLY RIGHT OF WAY LINE OF SURFSIDE DRIVE AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- PLAT CONTAINS: 0.94 ACRES MORE OR LESS.
- PLAT CONTAINS: 4 LOTS. EACH LOT CONSISTING OF TWO PARCEL (LOT 0 and LOT 0A)
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION, IN OR ON UTILITY AND/OR DRAINAGE EASEMENTS.
- THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 BY THE PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH BY THE CITY OF FORT PIERCE.

CITY COMMISSION CERTIFICATE:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ DAY OF _____ 2023

FORT PIERCE CITY COMMISSION

ATTEST:

BY: _____
LINDA COX, CITY CLERK

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____ CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

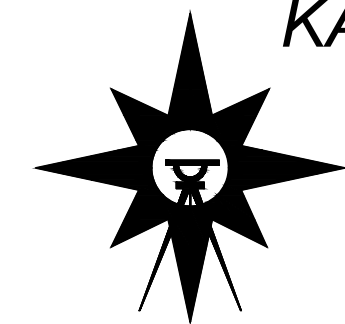
BY: _____
MICHELLE R. MILLER
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

SURVEYORS CERTIFICATE:

I, REGINA KARNER, BEING A LICENSED AND REGISTERED PROFESSIONAL SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

DATED THIS _____ DAY OF _____ 2023.

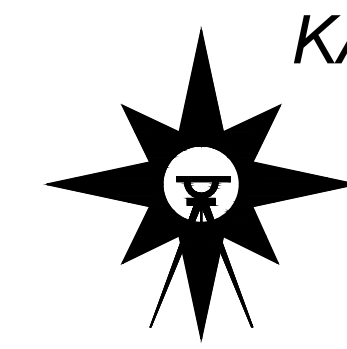
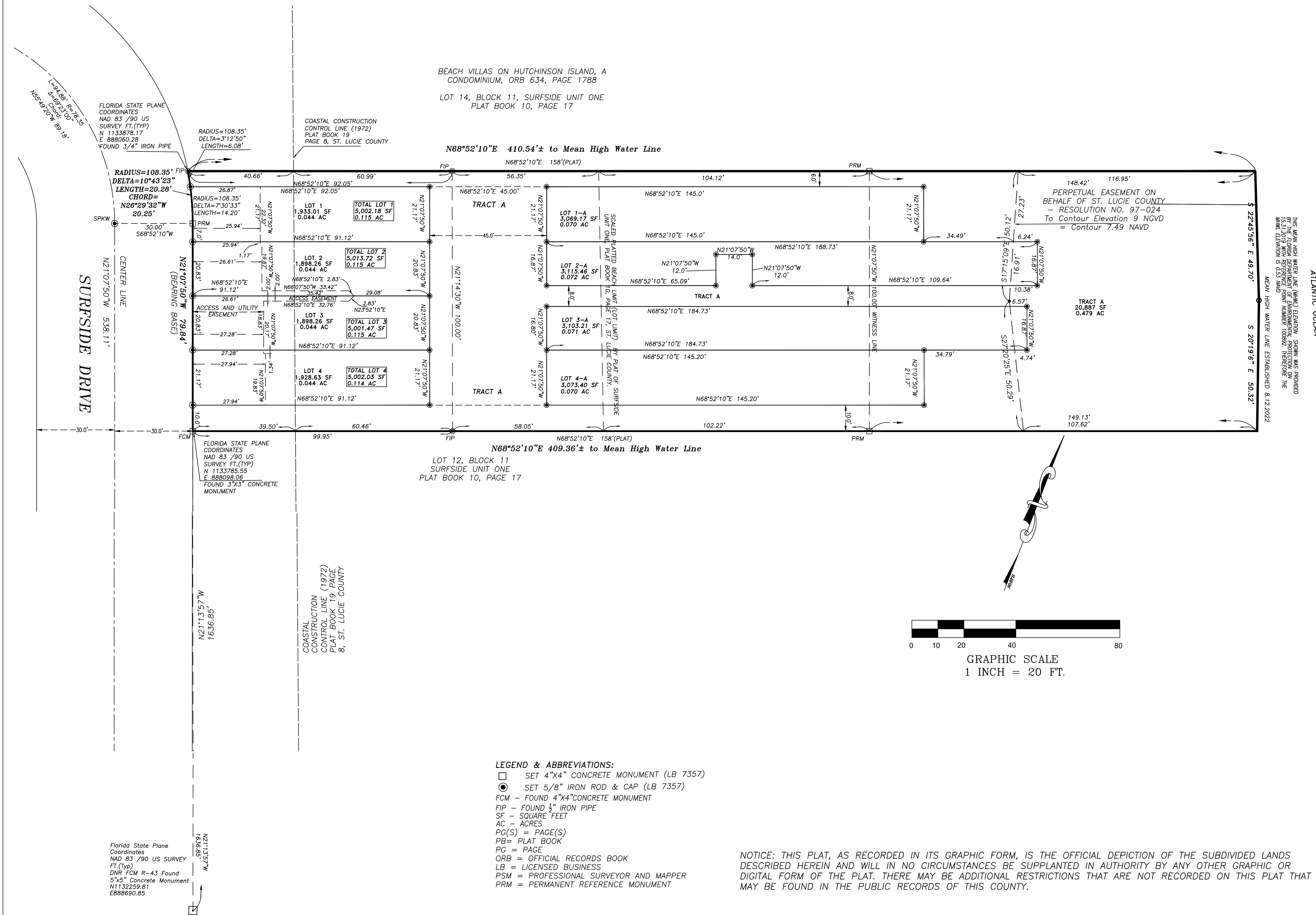
BY: _____
REGINA C. KARNER, PSM 4363



PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7357
karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

PLAT OF OCEAN RESIDENCES AT SURFSIDE

BEING A REPLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17
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LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



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THE SUNRISE CITY

FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Technical Review Committee

THROUGH: Kevin Freeman, Planning Director

FROM: Ryan Altizer, Planner

RE: **Final Replat- 22-09000010**
1602 Surfside DR

BOARD DATE: December 15, 2022

3rd Resubmittal for Final Replat at 1602 Surfside DR

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Final Replat for 1602 Surfside Dr.

Please send all comments to raltizer@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

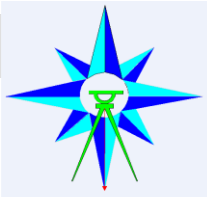
If you have comments or questions, please contact the Planning Department at 772-467-3737 or Ryan Altizer at 772-467-3742.

Thank you

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•
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•
•
•

Karner Surveying, Inc
2740 SW Martin Downs
Blvd. #333
Palm City, Florida 34990

Karner Surveying, Inc.



To: Ryan Altizer, Planner March 20, 2023
City of Fort Pierce
Engineering Department
Cc: Alicia Rosenthal
RE: Surfside Quadraplex Final Plat 1602 Surfside Dr. TRC No. 22-09000010

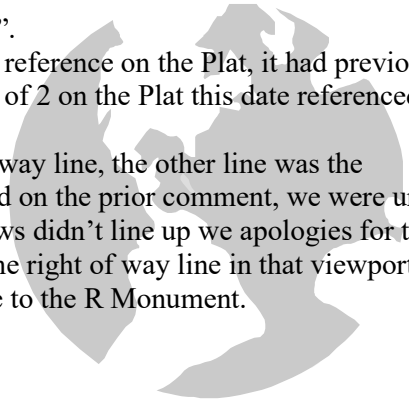
Mr. Altizer

Please find attached the Re-Submittal of the above referenced Final Plat addressing comments of March 3, 23, 2023 from City of Fort Pierce Engineering Department and comments of February 21st, 2023 from Northstar Geomatics.

County Comments:

1. Sheet 1 of 2 Comments:
 - 1 *We apologize for our misunderstanding of your prior request. Both, the PRELIMINAY and the FINAL APPROVAL CERTIFICATE have been added to Page 1 of 2 of the Plat*
 - 2 *See Below for NORTHSTAR Comment.*
 - 3 *Attached:*
 - A. Copies of the recorded “Declaration of Covenants, Conditions, Restrictions and Easements” are attached.
 - B. Recorded copy of the “Amended and Restated Articles of Incorporation” are attached,
 - C. Copy of recorded Deed Restriction,(See Declaration of Covenants above and Dedication on the proposed Plat.
 - D. copy of the filed articles of incorporation (see attached),
 - E. Copy of the certificate of incorporation for the association. (See item B above)

2. **Northstar Comments** addressed below:
 - 1 We added the omitted “ed” to “reviewed”.
 - 2 We apologize for having missed the date reference on the Plat, it had previously been corrected on the Survey. On Page 2 of 2 on the Plat this date referenced has been corrected.
 - 3 “Double Line” One line was the right of way line, the other line was the dimension line to the R monument. Based on the prior comment, we were under the opinion our ACAD Viewport Windows didn’t line up we apologies for the misunderstanding. We have eliminated the right of way line in that viewport window, to only show the dimension line to the R Monument.



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•
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•

- 4 If you find all comments answered adequately, we would like to schedule an online inspection of the PRM's as they were finally delivered and will be set the week of March 27th.

Sincerely,

Regina C. Karner, PSM, Karner Surveying Inc.

Attachments.

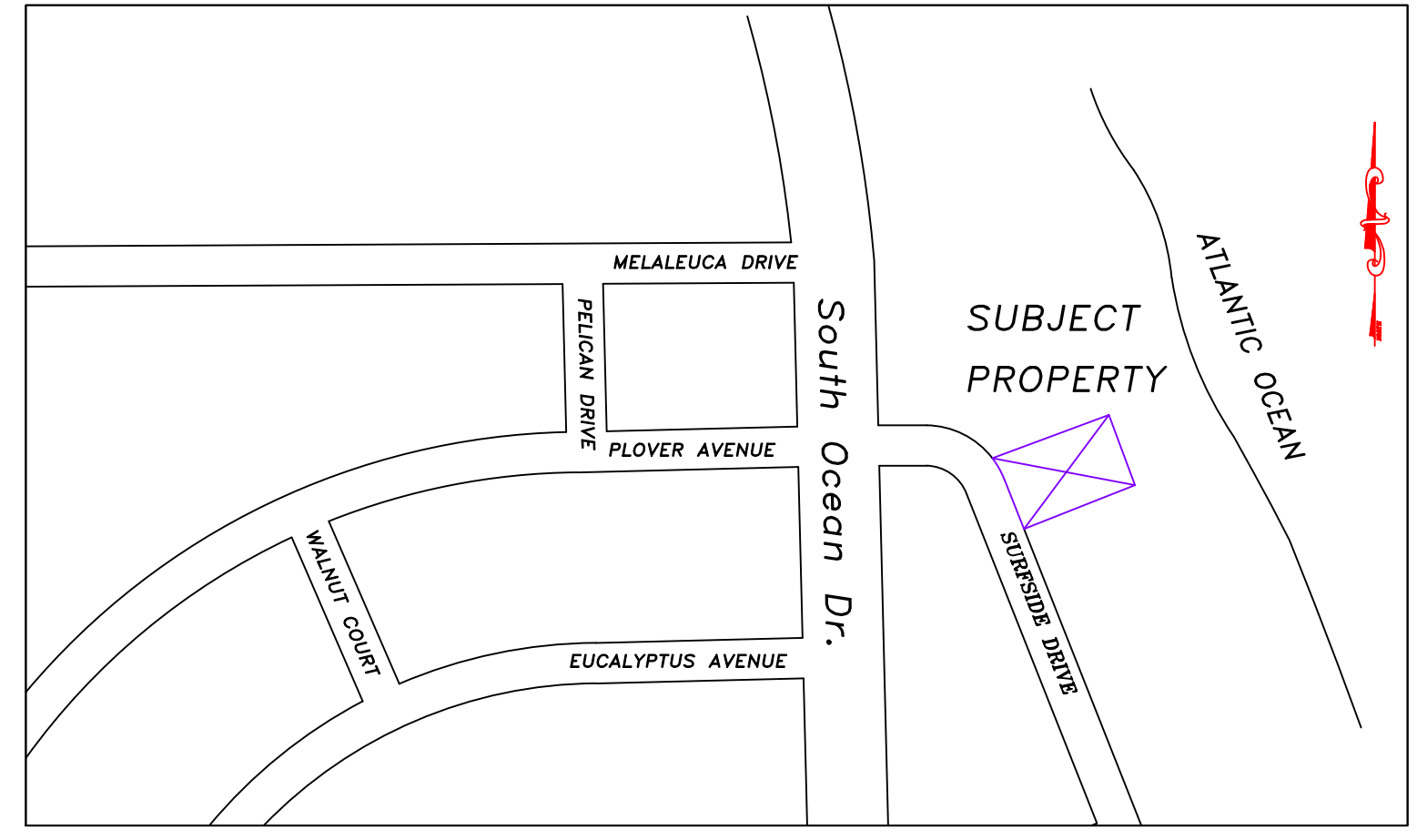


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_____ DAY OF _____, 2023.

SURFSIDE LAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
RAMY GALI, PRESIDENT

WITNESS: _____ PRINT NAME: _____

WITNESS: _____ PRINT NAME: _____

OCEAN RESIDENCES AT SURFSIDE POA
A FLORIDA NOT FOR PROFIT CORPORATION

BY: _____
RAMY GALI, PRESIDENT

WITNESS: _____ PRINT NAME: _____

WITNESS: _____ PRINT NAME: _____

ACKNOWLEDGMENT OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAMY GALI AS MANAGER OF SURFSIDE LAND, LLC., A FLORIDA LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME: _____

NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAMY GALI AS _____ OF OCEAN RESIDENCES AT SURFSIDE POA, A FLORIDA NOT FOR PROFIT CORPORATION. HE IS PERSONALLY KNOWN TO ME.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME: _____

NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

TITLE CERTIFICATE:

ALEXANDER D. GONANO, ATTORNEY AND COUNSELOR AT LAW, AS DULY LICENSED IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT AS OF _____2023.

- RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE ENTITIES EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.
- PURSUANT TO THE FLORIDA STATUTES SECTION 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022.
- ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLO: NONE
- ALL ASSESSMENTS AND OTHER ITEMS HELD AGAINST SAID LAND HAVE BEEN SATISFIED.

DATED THIS _____DAY OF _____ 2023.

NAME: ALEXANDER D. GONANO, ATTORNEY AND COUNSELOR AT LAW

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ DAY OF _____2023

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

GENERAL PLAT AND SURVEYOR'S NOTES:

- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- BEARINGS SHOWN ARE BASED ON GRID NORTH, AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS N21°07'50"W AND IS THE EASTERLY RIGHT OF WAY LINE OF SURFSIDE DRIVE AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- PLAT CONTAINS: 0.94 ACRES MORE OR LESS.
- PLAT CONTAINS: 4 LOTS. EACH LOT CONSISTING OF TWO PARCEL (LOT 0 and LOT 0A)
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION, IN OR ON UTILITY AND/OR DRAINAGE EASEMENTS.
- THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 BY THE PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH BY THE CITY OF FORT PIERCE.

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____ CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

BY: _____
MICHELLE R. MILLER
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

REVIEWING SURVEYORS CERTIFICATE:

I, FRANK C. VELDHUIS, BEING A LICENSED, REGISTERED PROFESSIONAL SURVEYOR AND MAPPER AND THE REVIEWING SURVEYOR FOR THE CITY OF FORT PIERCE, HAVE REVIEWED THIS PLAT FOR CONFORMANCE WITH FLORIDA STATUTES CHAPTER 177, PART 1, FLORIDA STATUTES.

DATED THIS _____ DAY OF _____ 2023.

BY: _____
FRANK C. VELDHUIS, PSM 6582
NORTHSTAR GEOMATICS

SURVEYORS CERTIFICATE:

I, REGINA KARNER, BEING A LICENSED AND REGISTERED PROFESSIONAL SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

DATED THIS _____ DAY OF _____ 2023.

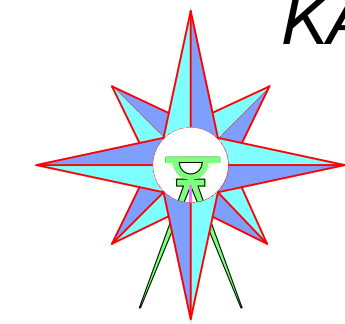
BY: _____
REGINA C. KARNER, PSM 4363

CERTIFICATE OF PRELIMINARY APPROVAL BY THE CITY COMMISSION:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ DAY OF _____2023

FORT PIERCE CITY COMMISSION

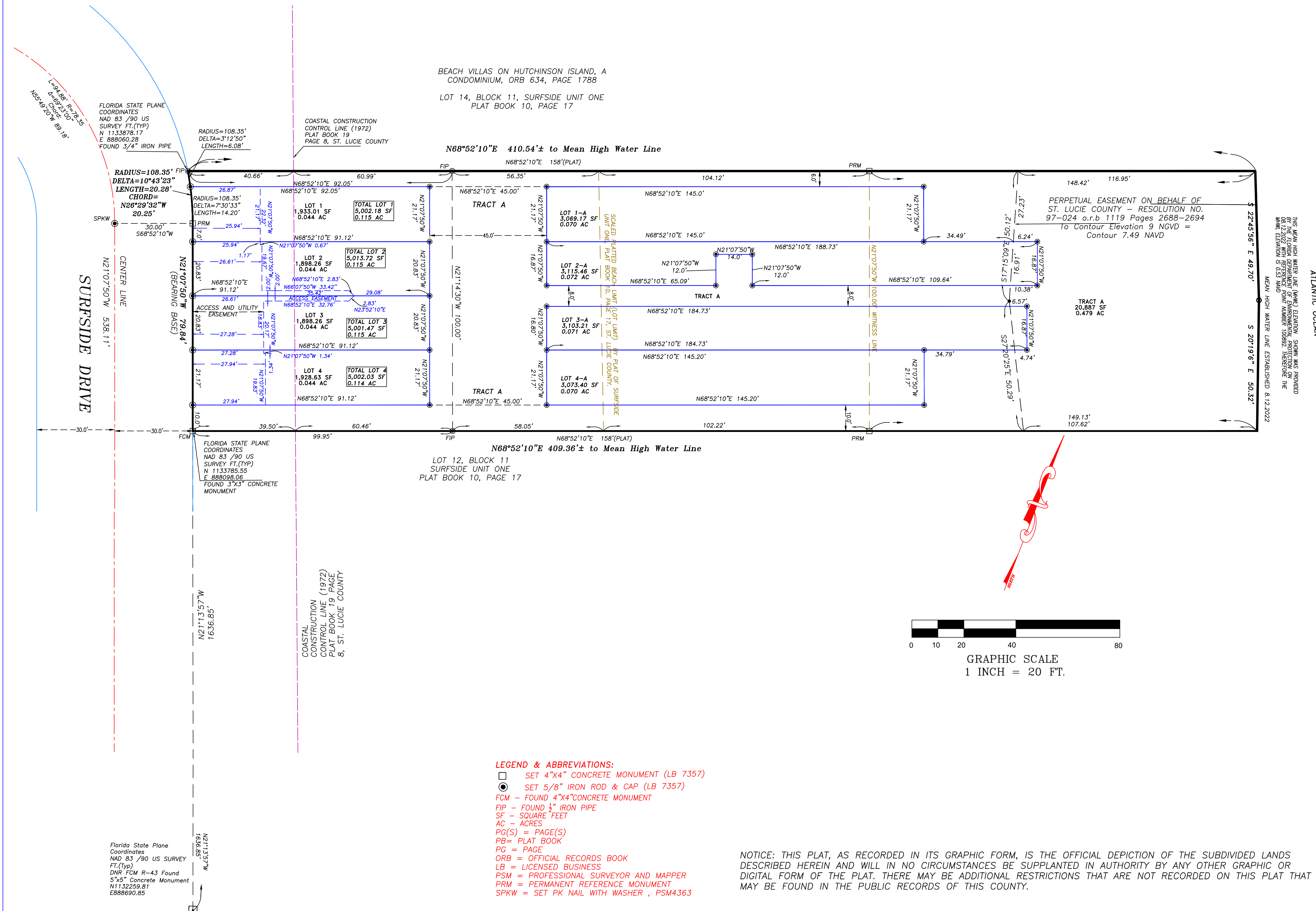
BY: _____
LINDA COX, CITY CLERK



PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7357
karner@karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

PLAT OF OCEAN RESIDENCES AT SURFSIDE

BEING A REPLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LEGEND & ABBREVIATIONS:

- SET 4"x4" CONCRETE MONUMENT (LB 7357)
- SET 5/8" IRON ROD & CAP (LB 7357)
- FCM - FOUND 4"x4" CONCRETE MONUMENT
- FIP - FOUND 1/2" IRON PIPE
- SF - SQUARE FEET
- AC - ACRES
- PG(S) = PAGE(S)
- PB = PLAT BOOK
- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PRM = PERMANENT REFERENCE MONUMENT
- SPKW = SET PK NAIL WITH WASHER, PSM4363

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7357
karners@karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

This Instrument Prepared by and Return to:

Gregg M. Casalino
Collins Brown Barkett, Chartered
756 Beachland Boulevard
Vero Beach, FL 32963

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
OCEAN RESIDENCES AT SURFSIDE**

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Exhibits

- "A" Legal Description of Real Property of Ocean Residences at Surfside
- "B" Amended and Restated Articles of Incorporation of Ocean Residences at Surfside POA, Inc.
- "C" Bylaws of Ocean Residences at Surfside POA, Inc.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE (“Declaration”) is made this 3rd day of March, 2023, by SURFSIDE LAND LLC, a Florida limited liability company (“Declarant”), and is joined in by OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation (“Association”).

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit “A” attached hereto and made a part hereof (“Property”); and

WHEREAS, Declarant desires to develop a planned residential community to be known as “Ocean Residences at Surfside” (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Ocean Residences at Surfside as a planned residential community consisting of four (4) single family townhome dwellings on the four (4) Lots constituting the property and as described on the Plat; and

WHEREAS, in order to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. “AMENDMENT(S)” shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the “First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside” and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not

otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

1.2. "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which are attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.3. "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.4. "ASSOCIATION" shall mean OCEAN RESIDENCES AT SURFSIDE POA, INC., a not for profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Ocean Residences at Surfside as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718 of the Florida Statutes.

1.5. "BOARD" shall mean the governing body of the Association.

1.6. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.7. "CITY" shall mean the City of Fort Pierce, Florida.

1.8. "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any. Such property shall include a swimming pool and dune crossover, if and when constructed by the Declarant.

1.9. "COUNTY" shall mean Saint Lucie County, Florida.

1.10. "DECLARANT" shall mean Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC, a Florida limited liability company, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.11. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.

1.12. "DIRECTOR" shall mean a member of the Board.

1.13. "DRAINAGE SYSTEM" shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from Ocean Residences at Surfside to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve all of Ocean Residences at Surfside and is a private drainage system. The Drainage System shall be maintained by the Association.

1.14. "GOVERNING DOCUMENTS" shall mean, in the aggregate, this Declaration and the Articles, Bylaws, and any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.15. "HOA ACT" shall mean the Homeowners' Association Act, Chapter 720 of the Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.16. "HOME" shall mean an attached residential dwelling unit in Ocean Residences at Surfside intended as an abode for one (1) family. The term Home shall include the Lot and any garage appurtenant thereto.

1.17. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Ocean Residences at Surfside, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, driveways, fences, perimeter and retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, , covered patios, screen enclosures, walking paths, , site walls, gazebos, benches, mailboxes, decorative street lights and signs.

1.18. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Ocean Residences at Surfside.

1.19. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Ocean Residences at Surfside, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage

market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA") or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.20. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.21. "LEGAL FEES" shall mean (i) all fees for attorney and paralegal services incurred in connection with demands, notices, negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

1.22. "LOT" shall mean any parcel of land within Ocean Residences at Surfside as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.

1.23. "MEMBERS" shall mean all of the Owners who are also members of the Association, as provided herein.

1.24. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 10.1 herein.

1.25. "OCEAN RESIDENCES AT SURFSIDE" shall mean that planned development located in the City of Fort Pierce, Saint Lucie County, Florida which encompasses the Property. Ocean Residences at Surfside is presently intended to be comprised of Four (4) Homes and the Common Area, but subject to change in accordance with this Declaration. Ocean Residences at Surfside will initially consist of the land set forth in Exhibit "A," attached hereto and made a part hereof and may be expanded or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

1.26. "OWNER" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

1.27. "PARTY WALL" shall mean and refer to the dividing wall between each adjoining Home.

1.28. "PLAT" shall mean the plat of OCEAN RESIDENCES AT SURFSIDE, recorded or to be recorded in the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to any additional property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat may be subject to this Declaration.

1.29. "PROPERTY" shall mean that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.30. "PUBLIC RECORDS" shall mean the Public Records of the County.

1.31. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit additional property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or additional property as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.32. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system.

1.33. "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V of the Articles.

2. DESCRIPTION OF OCEAN RESIDENCES AT SURFSIDE

2.1. General Plan of Development

Ocean Residences at Surfside comprises the Property encompassing, or which will encompass, the Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain Four (4) Homes, together with Common Areas, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Ocean Residences at Surfside (including, without limitation, the right to modify the site plan of Ocean Residences at Surfside; the right to add or change the recreational facilities and amenities, if any; and/or the right to add land to Ocean Residences at Surfside or to withdraw land from Ocean Residences at Surfside. Therefore, in the event Declarant modifies its plan of development of Ocean Residences at Surfside and/or adds land to Ocean Residences at Surfside or withdraws land from Ocean Residences at Surfside, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Ocean Residences at Surfside may change. Declarant's general plan of development of Ocean Residences at Surfside may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Ocean Residences at Surfside, as well as any changes thereto.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of Ocean Residences at Surfside, the right to add or change the recreational facilities and amenities, and the number of Homes to be constructed within Ocean Residences at Surfside) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Ocean Residences at Surfside according to the present plan of development.

3. ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

3.1. Additions

Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such other property. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners or the Association to any such

Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant.

3.2. Designation of Additional Common Area

Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

3.3. Disclaimer of Implication

Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

3.4. Absence of Obligation

Nothing in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

3.5. Withdrawal

Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

3.6. Title to the Common Area

To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. When title to all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be

subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

4. OWNERS' PROPERTY RIGHTS

4.1. Owners' Easements of Enjoyment

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

4.1.1. The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

4.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon, all in

compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

4.1.3. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Lots and the Common Area.

4.1.4. The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

4.1.5. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of three-fourths (3/4) of the total voting interests of the Association, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

4.1.6. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast three-fourths (3/4) of the total voting interests of the Association agree to such dedication, release, alienation, or transfer.

4.1.7. The right of the Association to grant easements and rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without a vote of the Owners.

4.1.8. The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

4.1.9. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

4.1.10. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under local or state laws or regulations.

4.1.11. The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.1.

4.1.12. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

4.1.13. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Ocean Residences at Surfside and Homes therein).

4.2. Delegation of Use

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

4.3. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

4.4. Access Easement

Declarant hereby reserves for itself, perpetual, nonexclusive easements of ingress and egress over and across: (i) any private driveways, if any, within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

4.5. Grant and Reservation of Easements

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

4.5.1. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for

such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

4.5.2. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

4.5.3. Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

4.5.4. Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

4.5.4.1. the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Section 10.1 herein;

4.5.4.2. the right of Declarant and each of its officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration;

4.5.4.3. the right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's construction of Homes in Ocean Residences at Surfside);

4.5.4.4. the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

4.5.4.5. all provisions set forth in the Governing Documents.

4.5.5. Easement for Roof Overhang. An easement or easements, as shown on the Plat and additional plat, if any, to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

4.5.6. Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

4.5.7. Plat Easement(s). The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

4.5.8. Maintenance Easements. Easements over the Property outside of the Homes granted in favor of the Association for the purpose of maintaining drainage facilities.

4.6. Drainage System Easement

4.6.1 Drainage Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across any portion of a Lot to operate, maintain, and repair the drainage system and facilities. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify and berms placed along the rear of any Lots, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

4.6.2. Improvements. No structures, permanent or temporary, shall be constructed on, over, or under any portion of the drainage system without the prior written consent of the Association and the approval of the Board or Declarant, which consent or approval may be withheld for any reason.

4.6.3. Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the drainage system, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the drainage system.

4.6.4. LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN

CONNECTION WITH THE DRAINAGE FACILITIES OR ANY PART OF THE DRAINAGE SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

4.6.5. Indemnity. The Association agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the drainage system occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

4.6.6. Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

4.7. Assignments

The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles and Bylaws. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles and Bylaws.

5.2. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

5.3. Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles.

6. ASSESSMENTS AND LIENS

6.1. Affirmative Covenant to Pay Assessments

6.1.1. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Home Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

6.1.2. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) insurance coverage over Common Property and Homes; (2) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (3) all charges levied for utilities providing services for the Common Area as a whole and not upon

an individual Lot or Home, or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (4) the premiums on policies of insurance including, but not limited to, property, liability and casualty insurance for the Common Area and Homes, and directors and officers liability insurance for the officers and directors of the Association; (5) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (6) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (7) administrative and operational expenses; (8) all sums necessary for the maintenance and repair of the drainage system to be maintained by the Association, including but not limited to work within drainage structures and drainage easements; and, (9) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except legal fees incurred for lawsuits not approved pursuant to Section 13.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner of a Lot notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

6.2. Establishment of Liens

Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees,

are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

6.3. Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6.3.6. To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

6.3.7. To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections 6.3.6 and 6.3.7 above must be approved by the Board in the manner required by the HOA Act.

6.4. Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

6.5. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot. Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

7.1. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth), by the total number of Lots which have been conveyed by Declarant (as evidenced by the recordation of a deed of conveyance) with the quotient thus arrived at being the "Individual Home Assessment." Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the

Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

7.2. Assessment Payments

The Individual Home Assessments shall be payable quarterly, in advance, on the first day of the fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. The Individual Home Assessments, and the quarterly payments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of each Lot (thus apportioning all Operating Expenses among all non-Declarant owned Lots in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required.

7.3. Special Assessments

“Special Assessments” include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of “Operating Expenses,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. The Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, etc.), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; iii) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area; and iv) other purposes related to the operation of Ocean Residences at Surfside as determined by the Board in its reasonable business judgment.

7.4. Liability of Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that upon such conveyance by Declarant, the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and

severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

7.5. Waiver of Use

No Owner, other than Declarant, may exempt themselves from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Lot from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Home or Lot.

7.7. Declarant's Right to Loan or Advance Funds

Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, then any such sums shall be repaid to Declarant prior to the Turnover Date.

8. ARCHITECTURAL REVIEW

8.1. No building, structure or other Improvements, or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Board in accordance with Section 8 herein. The Board may also issue and amend from time to time rules or guidelines setting forth procedures establishing architectural criteria and for the submission of plans and specifications.

8.2. No Waiver of Future Approvals

The approval of the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar

proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

8.3. Non-Liability of Board Members

Neither the Board, nor any member thereof, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties in this Section 8 hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

8.4. Declarant Exemption

Declarant is hereby exempt from having to comply with the requirements of Section 8 in their entirety.

9. MAINTENANCE AND REPAIR OBLIGATIONS

9.1 Home Maintenance

The responsibility for the maintenance of the Property is divided between the Association and the Owners. Interior maintenance of each Home located within the centerline of Party Walls is the responsibility of the Owners. Each Owner shall be responsible for the maintenance of that Owner's side of the Party Wall, including drywall. The Association is responsible for all exterior maintenance, including but not limited to driveways, boardwalks and Common Areas. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Association's Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof. Open space owned by or dedicated to the Association shall be maintained by the Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space without Board approval.

9.1.1. Party Wall Provisions

Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the Owners of the lots on either side of said Party Wall. In the event of damage or destruction to any Party Wall or shared monolithic slab or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the Owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Owners whose lots adjoin said Common Structure and shall be enforceable by the Association. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either Owner's negligence shall have caused damage to or destruction of said

Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay said Owner's share, or all of such costs in case of negligence, the other party or the Association may have such Common Structure repaired or restored and the party who has borne such expense, either the other Owner or the Association, shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The Owner or Association having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and costs and further shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the public records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

Neither Owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining Owner to said Common Structure and the Association shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same. Each Owner shall keep all exterior walls of said Owner's dwelling unit in good condition and repair at said Owner's sole cost and expense. No Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (e.g., variance in design, colors, or roofing; such changes may only be made with the advance written consent of the Association Board of Directors). All Owners, through assessment payments to the Association, shall share equally in the costs to repair or maintain the roofs and related structures and elements resulting from age and normal wear and tear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be undertaken and coordinated by the Association. An Owner who, by said Owner's negligence, recklessness, or willful act, causes a Party Wall or roof or other Common Structure to be exposed to the elements or damaged or destroyed shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all costs and damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roofs and related structures and elements shall be provided by the Association. If any monolithic slab repairs are required, the entire monolithic foundation must be involved in the repair process. Owners of must cooperate regarding repairs to the slab. All Owners shall share equally in any such necessary repairs.

9.2. By the Association

9.2.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area).

9.2.2. The Association shall at all times be responsible for the maintenance and care of Homes' Exteriors. Elements of a Home not maintained by the Association shall be the obligation of the Owner of each Home. No Owner of a Home shall paint, refurbish, alter, improve, or modify the Homes' Exteriors nor the mailbox originally provided by the Developer or by any builder without the Board's prior written consent.

9.2.3. The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area (or any portions thereof) as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system in connection with the Common Area, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area within the Property.

9.2.4. The Association shall be responsible for the maintenance, repair and replacement of all driveways and private walkways, if any, located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose.

9.2.5. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Ocean Residences at Surfside; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service.

9.2.6. Any property designated as open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition without Association approval and any required local and state permits.

9.2.7. The Association shall be responsible for maintaining any perimeter walls and retaining walls located within the Property, even if such walls lie within one or more Lots. The Association shall have an easement on all Lots for access to perform the obligations set forth in this Section.

9.2.8. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars and No/100 (\$5,000.00). All other alterations and Improvements must first be approved by at least three-fourths (3/4) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

9.2.9. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Section 9.1 above, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Section 9.1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

9.2.10. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Ocean Residences at Surfside.

9.3. By the Owners

9.3.1. The Owner of each Lot must keep and maintain the Lot, Home and any Improvements thereon including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within such Owner's Home which, if omitted, could adversely affect Ocean Residences at Surfside, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the interior of each Home between Party Walls within the Lot, and physical items attached or connected to such structures that run beyond the line of the Lot which exclusively service or benefit the Lot and Home.

The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

9.3.2.

Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Association with a Special Assessment to recover costs incurred against the Owner(s) of the Lot(s) upon which the drainage swale is located.

9.3.3. The Owner of each Lot shall keep the driveway and sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

9.3.4. If the interior of the Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board.

9.3.5. Except as otherwise provided in Section 12 herein, each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

9.3.6. If an Owner fails to comply with the foregoing provisions of this Section 9.3, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

9.3.7. If a failure to comply with the provisions of this Section 9.3 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

9.3.8. Owners shall not make any temporary modifications to the exterior of the Homes, including seasonal or holiday decorations, without prior written approval of the Board.

10. OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association:

10.1. Enforcement.

Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, if an Owner is delinquent for more that ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities (including, without limitation, cable television and other amenity (non-utility) services provided); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

10.1.1. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days' notice to the Owner sought to be fined or suspended and an opportunity for a hearing before the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.1.2. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

10.1.3. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.1.4. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by applicable law, a fine of less than One Thousand and No/100 Dollars (\$1,000.00) may not become a lien against a Lot.

10.1.5. Failure to Pay Assessments. Notice and Hearing as provided in this Section shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.1.6. Suspension of use rights to the Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Lot and/or Home.

10.1.7. In addition to all other remedies, the Association may levy Individual Home Assessments, to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

10.1.8. For purposes of this Section 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

10.2. Single Family Use.

The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Ocean Residences at Surfside except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

10.3. Nuisance.

Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of Ocean Residences at Surfside, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board.

10.4. No Improper Uses.

No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

10.5. Leases.

No Home may be rented unless the lease is approved by the Board. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Board may authorize variances and grant exceptions to the restriction on leasing in Ocean Residences at Surfside.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

10.6. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the ARB), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within Ocean Residences at Surfside without prior written consent of the ARB.

10.7. Antenna and Aerial. No outside television, radio, or other electronic towers, aeriels, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 10.7 shall not apply to Declarant.

10.8. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around their Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Ocean Residences at Surfside, or any property contiguous to Ocean Residences at Surfside. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pickup. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

10.9. Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that a total of two (2) pets, including dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board and pursuant to local and state laws. All pets must be registered, licensed and inoculated as required by law. No exotic pet or any animal of any kind shall be allowed on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated to regulate pets from time to time by the Association. No pets shall be allowed to create a nuisance to other Owners.

10.10. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Ocean Residences at Surfside except with the prior written consent of the Board. No temporary structure may be used as a residence.

10.11. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

10.12. Fences. An Owner may not install any fencing (including invisible fencing) on their Lot without the prior written approval by the ARB. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Board and is permitted to cross any such easements, such Board's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., Florida Power & Light, utility provider, the City, or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Board's approval required.

10.13. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the Board.

10.14. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the Board.

10.15. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

10.16. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

10.17. Subdivision and Partition. No Lot on the Property shall be subdivided except by Declarant.

10.18. Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. The Board not shall consent to any "For Sale," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Ocean Residences at Surfside or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Ocean Residences at Surfside or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, for advertising or marketing during the construction and sale period of Ocean Residences at Surfside or other communities developed and/or marketed by Declarant or its affiliates, and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act.

10.19. Boats, Recreational Vehicles and Commercial Vehicles. No trailer, camper, or other vehicle, other than four-wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of Ocean Residences at Surfside unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Ocean Residences at Surfside.

10.20. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Ocean Residences at Surfside until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration.

10.21. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary

in regard to vehicles used in connection with construction, sales or management at Ocean Residences at Surfside. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or their family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

10.22. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Board.

10.23. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Board, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Board's consent, then the hurricane shutters will be made to conform by the Board at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Ocean Residences at Surfside location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from their Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

10.24. Flags. No flags, banners or signs of any type shall be displayed so as to be visible from the exterior of their home, except as permitted by state or federal law.

10.25. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

10.26. Weapons. The use and discharge of weapons within Ocean Residences at Surfside is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

10.27. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks and to minimize the hazards associated with on-site fuel storage.

10.28. Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Ocean Residences at Surfside as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Ocean Residences at Surfside; and (iii) for so long as Declarant holds any Homes within Ocean Residences at Surfside for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

10.29. Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Ocean Residences at Surfside. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Home Assessment.

10.30. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Declarant hereby reserves the right for itself and its employees, contractors, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's construction of Homes and Improvements within Ocean Residences at Surfside.

In general, the restrictions and limitations set forth in this Section 10 shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Section 10 in addition to whatever remedies at law to which it might be entitled.

11. DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be handled as follows, notwithstanding any provision in this Declaration to the contrary:

11.1. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

11.2. If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars (\$5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.

11.3. If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars (\$5,000.00) (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

11.4. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

11.5. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

12. INSURANCE AND CONDEMNATION

The Association is hereby authorized to purchase at the Association's option, insurance for all insurable improvements on the Common Areas. The Association shall purchase insurance on the Common Property including the roof over the Homes. Any insurance purchased by the Association shall be in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate, including the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

12.1. Casualty Insurance. Property and casualty insurance (including as applicable, windstorm coverage) in an amount equal to the then full replacement cost, exclusive of land, foundation, roof, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to Ocean Residences at Surfside in construction, location and use.

12.2. Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

12.3. Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

12.4. Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

12.5. Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least three-fourths (3/4) of the total voting interests of the Association, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

12.6. Public Liability Coverage. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons

whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

12.7. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

12.8 Owner Home Insurance Provisions.

12.8.1 Each Owner of a Home shall obtain and keep in force insurance coverage necessary to insure the interior structural elements of such Home and any additional insurance coverage required by the Board of Directors of the Association per Sections 12.1-12.4 above. The insureds under any and all policies of insurance shall be the Owner and the Association and their respective mortgagees, as their interests may appear.

(i) Minimum Coverage. The Owner of each Home shall maintain insurance coverage in a minimum amount determined annually by the Board of Directors of the Association, affording the following minimum protection:

(ii) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the "Causes of Loss - Special Form" property contract.

(iii) Liability. Premises liability for bodily injury and property damage.

12.9 Optional Coverage.

The Association may require that each Owner of a Home purchase and carry other insurance coverages as the Board of Directors of the Association may determine to be in the best interests of the Owners and the Association and the Subdivision. One of the more common options includes flood insurance coverage.

13. GENERAL PROVISIONS

13.1. Conflict With Other Governing Documents.

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, or such other address or addresses as Declarant shall hereinafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees.

13.4. Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Common Area. Section, subsection, paragraph, captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.5. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope

thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.6. Certain Rights of Declarant

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to maintain a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Ocean Residences at Surfside, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, as applicable, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant, as applicable. In addition, the Declarant hereby has, shall have and hereby reserves the right for itself and to enter upon the Common Area, if any, in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the construction upon Lots within Ocean Residences at Surfside and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant if applicable, to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant, if applicable, shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 13.6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Governing Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 13.6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any

such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 13.6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Except as otherwise provided herein, Declarant and each of its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant and its successors, assigns, employees, contractors, subcontractors and potential purchasers access to the Property.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 13.6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF OCEAN RESIDENCES AT SURFSIDE ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE HAS BEEN AND

WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF OCEAN RESIDENCES AT SURFSIDE.

13.7. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

13.8. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.8.1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Ocean Residences at Surfside; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

13.8.2. After the Turnover Date, this Declaration may be amended by a majority of the Board and with the consent of the Owners. The aforementioned consent of the Owners owning three-fourths (3/4) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Articles and Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.8.3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

13.8.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 13.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

13.8.5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

13.8.6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the FNMA and the FHLMC; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

13.8.7. Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

13.9. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.10. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning one-hundred percent (100%) of the Lots and Institutional Mortgagees holding first mortgages encumbering one-hundred percent (100%) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated, or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this

Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

13.11. Rights of Mortgagees

13.11.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 13.11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

13.11.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (a) Any condemnation, loss or casualty loss which affects any material portion of the Property;
- (b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
- (d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.11.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be

responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests of the Association (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Property or to the Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Owners); or
- (e) filing a compulsory counterclaim.

13.13. Compliance With Provisions

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

13.14. Covenant Running With The Land

All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements

granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.15. No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

13.16. No Representations or Warranties

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EXISTENCE OR DEVELOPMENT OF MOLDS, FUNGI, MILDEW OR MYCOTOXINS, AND EACH OWNER ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, SUCCESSORS AND ASSIGNS SHALL BE DEEMED TO AND BY ACCEPTANCE OF A DEED OR TITLE TO THE HOME OR BY USE OF THE HOME, WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIMS FOR LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE AND/OR PERSONAL INJURY) RESULTING FROM THE EXISTENCE AND/OR DEVELOPMENT OF SAME. NO REPRESENTATIONS HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION TO THE SECURITY OF THE PREMISES. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDERS NOR ANY SUCCESSOR TO DECLARANT OR PARTICIPATING BUILDERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAIL URE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY

13.17. Association and Declarant as Attorney-In-Fact

Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Ocean Residences at Surfside by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such

Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Ocean Residences at Surfside, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 13 may not be amended without Declarant's prior written consent.

13.18. Notice of Sale.

In the event an Owner sells any Lot, the Owner is hereby required to give the Association the right of first refusal. If the Association does not exercise its right to purchase within thirty (30) days of receiving notice, the Owner shall provide the Association in writing the name of the purchaser prior to closing.

13.19. Declarant's Reservation of Rights.

Notwithstanding anything contained in the Governing Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on behalf of the Declarant, Surfside Land LLC, a Florida limited liability company by its President this 3 day of March, 2023.

Signed, sealed and delivered in the presence of:

MARIA DISALVO

Print Name:

Kayla Guri

Print Name:

SURFSIDE LAND LLC, A Florida limited liability company

By: [Signature]
Ramy Gali, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of March, 2023, by Ramy Gali as President of Surfside Land LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

{Notary Stamp}



Ashley Kronshage
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG329557
Expires 7/30/2023

[Signature]
Notary Public
My Commission Expires: 7/30/23

EXHIBIT A

**LEGAL DESCRIPTION OF REAL PROPERTY OF
OCEAN RESIDENCES AT SURFSIDE**

Lot 13, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, page 17, Public Records of Saint Lucie County, Florida.

EXHIBIT B

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)**

We, the undersigned, being the President and Secretary of OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation (“Association”), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on October 5, 2022, under Document Number N22000011403, pursuant to Chapter 617 of the laws of the State of Florida.
2. The original Articles of Incorporation of the Association (“Original Articles”) are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes and Article IX of the Original Articles by the Board of Directors of the Association and no Members are entitled to vote thereon.
3. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
4. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings. or if defined below as defined in the Declaration:

1. “Articles” means these Amended and Restated Articles of Incorporation and any amendments hereto.
2. “Assessments” means the assessments for which all Owners are obligated to the Association and includes “Individual Home Assessments” and “Special Assessments (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.
3. “Association” means Ocean Residences at Surfside POA, Inc., a Florida not for profit corporation. The Association is not a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. “Board” means the Board of Directors of the Association.
5. “Bylaws” means the Bylaws of the Association and any amendments thereto.

6. "City" means the City of Fort Pierce, Florida.

7. "Common Area" or "Common Property" means the property more particularly described in Article 1 of the Declaration.

8. "County" means Saint Lucie County, Florida.

9. "Declarant" means Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

10. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

11. "Director" means a member of the Board.

12. "Governing Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, any rules and regulations of the Association which may be promulgated, and all of the instruments and documents referred to therein.

13. "Home" means an attached residential dwelling unit constructed within Ocean Residences at Surfside, which is designed and intended for use and occupancy as a single-family residence.

14. "Lot" means any parcel of land within Ocean Residences at Surfside as shown on the Plat or any additional plat upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in the Declaration and the Governing Documents.

15. "Member" means the Owner of a Lot in Ocean Residences at Surfside.

16. "Ocean Residences at Surfside" means that planned residential development located in the City and County which encompasses the Property. Ocean Residences at Surfside is presently intended to comprise Four (4) Homes and Common Property, but subject to change in accordance with the Declaration.

17. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

18. "Plat" means the plat of OCEAN RESIDENCES AT SURFSIDE, according to the plat thereof recorded or to be recorded in the Public Records of Saint Lucie County, Florida. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such term appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation, whose principal address and mailing address is c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to administer, operate, maintain finance, repair, replace, manage and lease the Common Area in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of insurance maintenance, repair and operation for Common Property and the drainage system, including but not limited to, costs associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements.

4. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary, by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Ocean Residences at Surfside in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Ocean Residences at Surfside.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

9. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

10. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the District Permit, as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

11. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of

three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, with the exception that the Declarant shall be entitled to vote five (5) votes for each Lot owned until the Turnover Date. After the Turnover Date, each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member with one (1) vote for each Lot owned, with the exception of the Owner of either of the two (2) exterior Lots, which Owner is entitled to five (5) votes for each such Lot owned.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording or an instrument or conveyance amongst the Public Records of the County.

D. No Member may assign, hypothecate or transfer in any manner their membership in the Association except as an appurtenance to their Lot.

E. Any Member who conveys or loses title to a Lot by gift, sale, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

F. There shall be only one (1) vote for each Lot. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a married couple they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the married couple, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

G. A quorum shall consist of persons entitled to cast at least fifty percent (50%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association by unanimous vote of the Owners (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

**ARTICLE VII
INCORPORATOR**

The name and address of the Incorporator of the Articles is: Ramy Gali, 9481 Campi Drive, Lake Worth, FL 33467.

**ARTICLE VIII
OFFICERS**

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and additional Assistant Vice President(s), as needed.

The Board shall elect the President, Vice President, Secretary and Treasurer, and as many additional Assistant Vice Presidents, as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

**ARTICLE IX
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Ramy Gali
Vice President/Treasurer	Daniel Kecskes
Secretary	Cigdem Gali

**ARTICLE X
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors of the Association (“First Board”) and the “Initial Elected Board” (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the “Declarant’s Resignation Event” (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors need not be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Ramy Gali	9481 Campi Drive, Lake Worth, FL 33467
Daniel Kecskes	9481 Campi Drive, Lake Worth, FL 33467
Cigdem Gali	9481 Campi Drive, Lake Worth, FL 33467

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Ocean Residences at Surfside will contain Four (4) Lots with Homes constructed thereon (collectively, “Total Developed Lots”). Notwithstanding the foregoing, however, Declarant has reserved the right in the Declaration to modify the plan of development for Ocean Residences at Surfside and the right to, among other things, modify the site plan and the right to change the recreational facilities, amenities, Home product types and the number of Homes to be constructed within Ocean Residences at Surfside, and/or the right to add land or withdraw land from Ocean Residences at Surfside, all in its sole and absolute discretion.

D. Upon the Turnover Date, the Members other than Declarant (“Purchaser Members”) shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose (“Initial Election Meeting”). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws: provided, however, that the Members shall be given at least fourteen (14) days’ prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant’s Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting “Initial Election Board”). Declarant

reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F, above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Member-elected Director is removed in the manner herein provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of fifty percent (50%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members for a one (1) year term.

ARTICLE XI **INDEMNIFICATION**

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon them in connection with any negotiation, proceeding, arbitration, litigation or settlement in which they become involved by reason of their being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that they are or are adjudged guilty of willful misfeasance or malfeasance in the performance of their duties, the indemnification provisions in this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute of common law.

ARTICLE XII **BYLAWS**

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

**ARTICLE XIII
AMENDMENTS**

A. These Articles may be amended solely the written consent by majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

B. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered agent of the Association is Gregg M. Casalino, Collins Brown Barkett, Chartered, 756 Beachland Boulevard, Vero Beach, FL 32963.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by Unanimous Written Consent of the Board of even date herewith.

By: *Ramy Gali*
Ramy Gali (Mar 8, 2023 12:33 EST)
Ramy Gali, President

Attest: *Galdem Gali*
Galdem Gali (Mar 8, 2023 12:34 EST)
Galdem Gali, Secretary

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: *Gregg M. Casalino*
Gregg M. Casalino

Dated: 3/8/23

EXHIBIT C

BYLAWS OF OCEAN RESIDENCES AT SURFSIDE POA, INC.

**BYLAWS
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)**

Section 1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of OCEAN RESIDENCES AT SURFSIDE POA, INC., (“Association”) as duly adopted by its Board of Directors (“Board”). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word “Florida” and the words “Corporation Not For Profit.”

Section 2. EXPLANATION OF TERMINOLOGY

The terms defined in the Amended and Restated Articles of Incorporation of the Association (“Articles”) as well as in the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside (“Declaration”) are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. MEMBERSHIP; MEMBERS’ MEETINGS; VOTING AND PROXIES

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually (“Annual Members’ Meeting”). The Annual Members’ Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members’ Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members’ Meeting.

3.3. Special meetings (meetings other than the Annual Members’ Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the

right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at their last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Governing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast fifty percent (50%) of the total number of votes of the Members. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Governing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may vote for Directors in person or by Proxy. Members are not permitted to vote for Directors by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairperson" (as hereinafter defined in Paragraph 7.2) shall supervise the election, count and verify ballots, disqualify votes if

such disqualification is justified under the circumstances and certify the results of the election to the Board.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall not be by secret ballot unless upon unanimous request of the holders of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. BOARD; DIRECTORS' MEETINGS

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until their successor is duly elected and qualified or until they resign or are removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice

of the organizational meeting shall be given in accordance with Section 720.303(2) of the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts themselves in a manner detrimental to the carrying on of the meeting,

then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that they are a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. POWERS AND DUTIES OF THE BOARD

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Governing Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. LATE FEES

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars and No/100 (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association for such late Assessment. This amount is subject to change in the Board's sole discretion. In addition, any party who fails to pay any Assessment within ten (10) days of the due date shall be charged interest thereon from the date due until paid at eighteen percent (18%) per annum. Lot Owners shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced.

Section 7. OFFICERS OF THE ASSOCIATION

7.1. Executive officers of the Association shall be the President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers, including one or more Assistant Vice Presidents, and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices

simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Treasurer.

7.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as the President may, in their discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairperson") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and they shall perform all of the duties incident to the office of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Ocean Residences at Surfside.

Section 8. RESIGNATIONS

Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The

acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 9. ACCOUNTING RECORDS; FISCAL MANAGEMENT

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Ocean Residences at Surfside which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November or December of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Home Assessment applicable to their Home(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Home Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at their last known address or email address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

9.4. Individual Home Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Home Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at their last known address shown on the records of the Association.

9.8 The Association shall procure, maintain and keep in full force and effect, insurance as may be required by the Declaration to protect the interests of the Association and the Members.

Section 10. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Ocean Residences at Surfside; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Governing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Property, same shall be conspicuously posted and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to ensure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. PARLIAMENTARY RULES

The then-latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Governing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 12. ROSTER OF OWNERS

Each Owner shall file with the Association a copy of the deed or other document showing their ownership of a Lot in Ocean Residences at Surfside. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. AMENDMENT OF THE BYLAWS

13.1. These Bylaws may be amended by affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws.

13.2. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.3. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. MEDIATION

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (“Department”) shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 15. RECALL OF BOARD MEMBERS AND ELECTION DISPUTES

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. NOTICE AND HEARING PROCEDURE

In those instances which specifically provide an Owner the right of Notice and a Hearing, the following procedures and provisions shall apply:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing the Board. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of less than One Thousand and No/100 Dollars (\$1,000.00) may not become a lien against a Lot.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

Section 17. INTERPRETATION

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

The foregoing Bylaws of Ocean Residences at Surfside POA, Inc. were adopted by the Board of Directors as of the date of filing the Amended and Restated Articles of Incorporation for the Association.

By: *Ramy Gali*
Ramy Gali (Mar 6, 2023 12:33 EST)
Ramy Gali, President

By: *DK*
Daniel Kecskes (Mar 8, 2023 12:21 EST)
Daniel Kecskes, Vice President/Treasurer

By: *CG*
Cigdem Gali (Mar 8, 2023 12:34 EST)
Cigdem Gali, Treasurer

**Electronic Articles of Incorporation
For**

N22000011403
FILED
October 05, 2022
Sec. Of State
tscott

OCEAN RESIDENCES AT SURFSIDE POA, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

OCEAN RESIDENCES AT SURFSIDE POA, INC.

Article II

The principal place of business address:

9481 CAMPI DRIVE
LAKE WORTH, FL. 33467

The mailing address of the corporation is:

9481 CAMPI DRIVE
LAKE WORTH, FL. 33467

Article III

The specific purpose for which this corporation is organized is:

THE PURPOSE FOR WHICH THE ASSOCIATION IS ORGANIZED IS TO
MANAGE, OPERATE, AND MAINTAIN THE SUBDIVISION KNOWN AS
OCEAN RESIDENCES AT SURFSIDE.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

GREGG M CASALINO
756 BEACHLAND BOULEVARD
VERO BEACH, FL. 32963

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: GREGG M. CASALINO

N22000011403
FILED
October 05, 2022
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

RAMY GALI
9481 CAMPI DRIVE

LAKE WORTH, FL 33467

Electronic Signature of Incorporator: RAMY GALI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
RAMY GALI
9481 CAMPI DRIVE
LAKE WORTH, FL. 33467 US

Title: VP,T
DANIEL KECSKES
9481 CAMPI DRIVE
LAKE WORTH, FL. 33467 US

Title: S
CIGDEM GALI
9481 CAMPI DRIVE
LAKE WORTH, FL. 33467 US