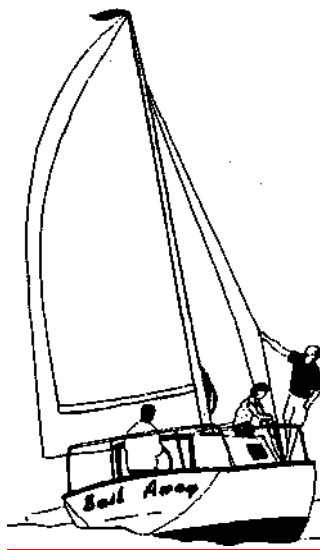


Declaration of Condominium Of ORA at Melbourne Beach, Inc.

A Condominium



Restated as of
April 16, 2016

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DECLARATION OF CONDOMINIUM**OF****ORA AT MELBOURNE BEACH, INC. A CONDOMINIUM
Restated thru the 2016 Amendment**

1. **RESTATEMENT.** This restated Declaration made this 16th day of April, 2016
 2. substantially revises the original Declaration of Condominium made October 14, 1980 (and duly recorded in the Official Registry of the County of Brevard as number 2259) by Outdoor Resorts of Melbourne Beach, Inc. a Florida Corporation, herein called "Developer", which submitted the lands and improvements thereon to a condominium form of ownership, to include all amendments adopted thereafter through this date.
2. **NAME AND ADDRESS.** The name by which the Condominium is to be identified is:

ORA AT MELBOURNE BEACH, INC.
A CONDOMINIUM

and its address is:

210 Galaxy Lane
Melbourne Beach, Florida 32951

3. **THE LAND.** The lands are the following described lands lying in Brevard County, Florida:
See attached Exhibit "A" which by reference is incorporated herein.
4. **DEFINITIONS:** The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes); the current Motor Vehicle License Statutes 320.01 and as follows unless the context otherwise requires:

4.1 Assessment. The assessment means a pro-rata share of the funds required for the payment of the Common Expense, which, from time to time is assessed against each Lot Owner.

4.2 The Association. The Association means ORA AT MELBOURNE BEACH, INC., a non-profit corporation, and its successors and assigns, which is the corporate entity responsible for the operation of the Condominium. As used herein, the term "Association" shall be the equivalent of "Corporation" and vice versa.

4.3 By-Laws. The By-Laws of ORA AT MELBOURNE BEACH, INC., as they exist.

4.4 Common Elements. The Common Elements means the portion of the Common property not included in the Lots and shall include any premises leased by the Association.

4.5 Common Expense. The Common Expense means all expenses and assessments properly incurred by the Association for the Condominium which include, but are not limited to, expenses of the administration and management of the Condominium property

4.6 Common Surplus. The Common Surplus means the excess of all receipts of the Association that exceed the Common Expense.

4.7 Condominium. The Condominium means that form of ownership of the Condominium Property which is comprised of Lots owned by one or more persons and there is appurtenant to each Lot an undivided share in the Common Elements.

4.8 Condominium Property. The Condominium Property means and includes the land, leasehold and personal property in the Condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.9 Declaration or Declaration of Condominium. The Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created.

4.10 Developer. The Developer means OUTDOOR RESORTS OF MELBOURNE BEACH, INC., a Florida corporation, authorized to do business in the State of Florida, its successors and assigns, which made the original Declaration.

4.11 Lot or Condominium Lots. The Lot or Condominium Lots means the part of the Condominium property, which is to be subject to private ownership by the Lot Owner.

4.12 Lot Owner. The Lot Owner means the owner (s) of a Condominium Parcel.

4.13 Condominium Parcel. The Condominium Parcel means a Lot together with the undivided share in the Common Elements, which is appurtenant to the Lot.

4.14 Condominium Act. The Condominium Act means the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as revised.

5. IDENTIFICATION OF LOTS. The Condominium Property consists of five hundred seventy-six (576) Lots in all. For the purpose of identification, all Lots in said Condominium Property are given identifying numbers and delineated on a survey exhibit collectively identified as Exhibit "B" attached and made part of this Declaration. No Lot bears the same identifying number as does any other Lot. The identifying number of the Lot is also the identifying number of the Parcel. Exhibit "B" also contains a survey of the land, a plot plan, and, together with this Declaration, are in sufficient detail to identify the approximate location and size of the Common Elements and each Lot, as evidenced by the certificate of the registered land surveyor attached hereto. -Effective March 27, 2003, Brevard County mandated that the streets be identified by County approved names and all Lots previously identified by the numbers 1 through 576, have new identifying numbers. A cross-reference from old to new numbers will be on file in the manager's office.

5.1 Easement. The Association reserves for itself a non-exclusive easement over, through and across the Condominium Property, which shall include the following:

(a) Utilities. Easements are reserved as may be required for the entrance upon, for the construction, maintenance and operation of utility service to adequately serve the Condominium including, but not limited to, the installation of cable television system lines, mains (water, sewer and electric systems) and such other equipment as may be required throughout the Condominium project. In addition, easements are reserved for such further utility easements over and across Condominium Property as may be required, from time to time, to service the Condominium Property.

The Association or utility making the entry shall restore the easement by leveling the ground and sodding the easement.

(b) Encroachments. In the event that any Lot shall encroach upon any of the Common Elements or upon any other Lot for any reason other than the intentional or negligent act of the Lot Owner, or in the event any Common Element shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Pedestrian and Vehicular Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the Common Elements as may be intended and designated for such purpose and use. An easement shall exist for vehicular traffic over, through and across such portions of the Common Elements as may be intended for such purposes. Such easements shall also be for the use and benefit of the Lot Owners and those claiming by and through the Lot Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

6. COMMON ELEMENTS. Each of the Lot Owners of the Condominium shall own an undivided 1/576 interest in the Common Elements. The fee title to each Condominium Parcel shall include both the Condominium Lot and the undivided interest in the Common Element and Common Surplus; said undivided interest shall be deemed conveyed or encumbered with its respective Condominium Lot, even though the description and the instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Lot. Any attempt to separate the fee title to a Condominium Lot from the undivided interest in the Common Elements appurtenant to each Lot shall be null and void. These Common Elements include, but are not limited to, the following: the maintenance building, the condo office, the recreation building, the River Club, the water distribution system, the sewage collection system, the electrical distribution system, the TV distribution system, the roads within the Condominium property, “excepting state or federal roads”, pathways, as shown on the Condominium Lot plan, bathhouses, recreational facilities in the recreation area, service facilities located in the common areas, beaches, parks, parking areas, drainage facilities, swimming pools, tennis courts and any other areas which are for the common benefit and enjoyment of the Lot Owners.

A Lot owner is entitled to the exclusive possession of his/her Lot subject to the provisions of this Declaration and the Condominium Act. Such Lot Owner shall be

entitled to use the Common Elements in accordance with the purpose for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Lot Owners. Each Owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Lot Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.

7. COMMON EXPENSES AND COMMON SURPLUS.

7.1 Common Expense. The Common Expense of the Condominium shall include the expense of the operation, maintenance, repair, replacement or protection of Common Elements, costs of carrying out the powers and duties of the Association and shall be used exclusively for the purpose of promoting recreation, health, safety, and welfare of the Lot owners which may include the operation of a mail room facility or delivery system; to operate a recreational program and activities; to perform certain maintenance on Lots including lawn maintenance and the cost of palm tree trimming as approved by the Board of Directors; to pay the cost of a franchised cable television service obtained pursuant to a bulk contract; liability insurance for directors and officers, road maintenance and operating expenses, in-house communications, and security services and any other expense designated as Common Expense by the Condominium Act (F.S. 718). Common expense does not include the cost of the purchased water and electricity provided to each Lot; these purchased utilities are to be metered and charged to the individual Lot Owners.

Each Lot Owner shall be responsible and liable for an equal share of the common expense regardless of the purchase price, size or location of the Lot. Each Lot Owner shall be responsible and liable for 1/576 share of the Common Expense.

7.2 Common Surplus. The Common Surplus is owned by the Lot Owner in the same share as their ownership interest in the Common Elements as set forth above. However, a share in the Common Surplus does not otherwise include a right to withdraw or require payment or distribution of the same.

8. MAINTAINANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property and restriction on the alteration and improvement thereof shall be as follows:

8.1 Common Elements. The maintenance and operation of the Common Elements shall be the responsibility of the Association and associated expenses shall be

designated as Common Expense. There shall be no material alteration or further substantial additions or improvement of the real property constituting the Common Elements without prior authorization by the Board of Directors of the Association, and approval by not less than a majority of the Lot Owners. The cost of the approved material alteration shall be assessed as Common Expense. There shall be no change in the shares or rights of the Lot Owner in the Common Elements altered or further improved whether or not the Lot Owners contribute to the cost of alteration or improvements.

8.2 Condominium Lot. The responsibility of the Lot Owner shall include, but not be limited to, the maintenance and repair of such Owner's. A Lot Owner may make such alterations or improvements to the Lot at his/her personal cost, as may be advised provided all work shall be done without disturbing the rights of other Lot Owners and further provided that Lot owner shall make no changes or alterations to his/her lot without first obtaining approval in writing of the Board of Directors of the Association and Section 12.3 (q) hereof. All approved alterations and improvement must be in compliance with all existing building codes. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of insurance carried by the Association.—Further, a Lot Owner shall not make any alterations to his/her Lot, which would remove any portion of or make any additions to Common Elements or do anything, which adversely affects the safety or soundness of the Common Elements or any portion of the Condominium Property which is maintained by the Association.

8.3 Contracts. The Board of Directors of the Association may enter into contracts with any firm, person or corporation for the maintenance and repair of the Condominium Property

9. ASSESSMENTS. The Association through its Board of Directors shall have the power to fix and determine, from time to time, a sum or sums necessary and adequate to provide for the Common Expense of the Condominium Property and such other assessments as are specifically provided for in this Declaration and the By-Laws. The procedure for determining assessments shall be as set forth in the By-Laws of the Association.

9.1 Unpaid Assessment. Assessments and installments that are unpaid on due date shall incur a late penalty and if unpaid for over ten (10) days after the due date shall bear interest on the unpaid balance at the highest rate provided by law. If any

installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment to the delinquent Lot Owner as due and payable in full as if the entire payment was originally assessed.

9.2 Assessment Liens. The Association shall have a lien on each Condominium Lot for any unpaid assessments together with interest, against the Lot Owner of such Condominium Lot, together with a lien on all tangible personal property located upon said Lot; provided however, that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Lot Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of a Lot Owner on payment of his/her obligation. The Board of Directors may take such action, as they deem necessary to collect assessments by personal action, or by enforcing the foreclosing of said liens, and may settle and compromise the same, if in the best interest of the Association. Said liens shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien, and apply as a cash credit against its bid, all sums due the Association covered by the lien enforced in case of such foreclosure.

9.3 In Lieu of Foreclosure. The Association shall have the right, in lieu of foreclosure, if it deems prudent, to take possession of said Condominium Lot and offer same for rental. From the proceeds of said Condominium rental, if any, the Association shall credit all (100%) of the income to the arrearage and in payment of lien established by the default of said Lot Owner. The Association shall likewise, if necessary in order to carry out this right of rental, remove any recreational vehicle in place on such Condominium Lot and place same in storage all without liability to the Association. The selection of this mode of procedure and payment of the lien established by said arrearage and delinquencies shall not be exclusive and the Association may at any time proceed in foreclosure should it deem the same necessary or prudent and no question of judgment may be raised as this right of renting is an absolute right and part of this Declaration. Any person who acquires an interest in a Lot, including and without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Lot or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Lot Owner have been paid. If

and in the event the Association, in the exercise of the rights granted herein to it, removes or stores any recreational vehicle in place on a Condominium Lot, said Association shall be indemnified and held harmless by the owner for any loss, claim, damage, claims for damages or the like, including attorneys' fees and costs necessitated by the enforcement of the provisions of this paragraph.

10. THE ASSOCIATION. The name of the Association responsible for the operation of the Condominium is ORA AT MELBOURNE BEACH, INC., a not for profit Florida corporation, organized and existing pursuant to the Condominium Act. The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, the laws of the State of Florida, including the Condominium Act, and its Articles of Incorporation. The Articles of Incorporation are attached hereto as Exhibit "C" and are incorporated herein.

10.1 By-Laws. The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association.

10.2 Voting Rights. The Owners of Lots shall be members of the Association. There shall be one (1) person with respect to each Condominium Lot who shall be entitled to vote at any meeting of the Lot Owners, such person being identified as the "voting member". If a Lot is owned by more than one (1) person, the Owners of said Lot shall designate one (1) of them as the voting member, or in the case of a corporate Lot ownership, an officer or employee thereof shall be designated voting member. The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of votes of the Condominium Lots as declared as of that date and each Condominium Lot shall have no more and no less than one (1) equal vote in the Association. If one (1) individual owns two(2) Condominium Lots, he/she shall have two (2) votes. The vote of the Condominium Lot is not divisible. Lot ownership for purposes of voting rights is defined as ownership in fee title; however should a person acquire the unexpired term of a ninety-nine (99) year leasehold interest in and to a Lot, such lessee shall be entitled to the voting rights of said Lot. Every Owner of a Condominium Lot, whether he/she has acquired his/her ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the Association and by the provisions of this Declaration.

11. RENTAL OF CONDOMINIUM LOTS. No restrictions are placed herein regarding a Lot Owner's right to sell his/her Condominium Lot. However, the Developer shall have for a period of ninety-nine (99) years from the date of this Declaration the exclusive right, in the absence of use by the Owner or his/her registered and approved guest, to rent Lots which are a part of the Declaration, at scheduled rates promulgated from time to time by the Developer. The Developer shall retain for its services fifty percent (50%) of the gross amount of rental collected on any Lot with the remaining fifty percent (50%) reserved for the benefit of the Lot Owner. As partial consideration for the aforesaid, the Developer shall undertake an advertising program to promote the rental of said Lots, both those Lots owned by the Developer and those Lots owned by other Lot Owners. A person cannot qualify as a guest of the Lot Owner if he pays any charge or fee to the Lot Owner, directly or indirectly, for the privilege of occupying the Lot. Any such charge or fee constitutes prohibited rental no matter if the same should be called a "contribution", "voluntary gift", "reimbursement for lot expenses", or the like, and would be in violation of this paragraph. This exclusive right of the Developer to rent Lots which are a part of this Declaration shall be binding on each Lot Owner, his/her agents, representatives, successors, assigns, servants, and employees and any persons working in concert with him/her, directly and indirectly and such exclusive right is a covenant running with the land of each Condominium Lot for the term of ninety-nine (99) years. The Association and Lot Owners recognize and hereby specifically agree to the right granted to the Developer herein, which rights being exclusive in nature are essential to the preservation of the integrity of the overall rental program administered by the Developer. The Association and Owners being cognizant of the need for consistent administration and uniform promotion and maintenance of the Developer's image as a leader in the recreation vehicle industry, hereby acknowledge that the right of the Developer set forth in this Section 11 constitutes the essence of the Developer's agreement with the Association and owners further recognize that the intention of the Condominium and Declaration is to create and maintain a luxury recreation vehicle resort condominium in which there are not permanent or semi-permanent structures and in which the Lots, in the absence of use by the Owner or his designated and approved guest, are to be made available for rental by the Developer as set forth above. This entire Section is not subject to amendment in any way whatsoever without the prior written consent of the Developer.

12. USE AND OCCUPANCY.

12.1 Recreational Vehicle. It is the specific intent of this Condominium and Declaration to create and maintain a luxury condominium resort for recreational vehicles as described in current Florida Statutes Chapter 320.01

(a) Width Limitation. No recreational vehicle, in fully set up mode, including authorized slideouts and/or screen rooms, may exceed nineteen (19) feet in total width at the level of maximum dimensions excluding awnings, roof overhangs, gutters and safety devices, and may not extend beyond the original concrete driveway and patio as detailed in the Typical Unit Layout, Exhibit "B-6". A manufacturer's standard roof overhang along with a standard household gutter attached to the roof, overhang may also extend over the original concrete line on the utility side. A screen room roof overhang on the patio side, not to exceed two (2) feet wide shall be allowed. Awnings and safety devices, on the utility side may extend beyond the original concrete a maximum of two (2) feet.

(b) Height Limitation. No recreational vehicle, in fully set up mode, may have a distance exceeding twenty 20 inches (20") from the concrete pad to the bottom of the 10" I beam under the Trailer.

(c) Total Area Limitation. No recreational vehicle, in fully set up mode, may exceed a total area of four hundred (400) square feet as defined by rpia / ansi. Motor Homes must conform to Florida Statues.

(d) Exterior Surface Limitations. No recreational vehicle, in fully set up mode, shall have exterior walls made of shingles or shakes design, and no wood siding is allowed.

(e) Roof Limitations. No recreational vehicle, in fully set up mode, shall have a roof slope exceeding the Manufacturer's standard and must not be a shed type of roof or constructed of wood shingles or shakes. A shingled roof must meet hurricane standards. A manufacturer's standard roof overhang is allowed.

(f) Sewer Connections. No recreational vehicle, in fully set up mode, shall be allowed unless it is equipped with a black-water and gray-water sewer connection and which will mate with the Condominium's 4-inch sewer lines using a sealing collar.

(g) Slideouts. No Recreational vehicle, in fully set up mode, shall be permitted to have slideouts unless they are factory installed and meets all other limitations set forth herein.

(h) Skirting. No recreational vehicle, in fully set up mode, shall be permitted to have skirting around the lower portion unless it is only temporarily attached. (i.e. no block, brick, etc.)

(i) **Air Conditioners.** Air conditioners, designed to cool/heat the recreational vehicle, shall be installed on or under the recreational vehicle. The exception to this rule is that ductless air conditioners may have the condenser unit placed either in the 2-foot utility easement at the side of the recreational vehicle or on the original ORA concrete pad behind the recreational vehicle if room is available. Screen Room air conditioners are dealt with in section 12.2 Screen Rooms.

(j) **Satellite Dishes.** An antenna that is one meter (39.37”) or less in diameter or diagonal measurement is acceptable.

12.2 Screen Rooms. No screen room shall be permitted on a Unit unless it fully complies with the following criteria:

(a) **Size Limitation.** The width of the screen room and the recreational vehicle combined shall not exceed 19 feet, except a maximum two (2) foot roof overhang past the screen room on the patio side will be allowed. The screen room may not exceed the length of the recreational vehicle to which it is attached. The height of the screen room roof may not exceed the height of the recreational vehicle at the edge of the roof line to where it is attached.

Note: The following comment is NOT a part of the Declaration of Condominium but is intended to clarify paragraph (a) above.

“19 feet is the maximum width allowable for the combined screen room and recreational vehicle due to the size of the typical ORA lot and the side setbacks required by Brevard County codes for RV parks. Further information is available at the ORA condo office.”

(b) **Roof Limitations.** No screen room shall be permitted unless the roof is made of a canvas type material, a pliable vinyl fabric or flat aluminum laminated foam panels. No screen room roof shall extend beyond the length of the recreational vehicle.

(c) **Surface Limitations.** No screen room shall be permitted unless the lower 18” kick panel, measured from the concrete, is either made of screen, pliable vinyl material or aluminum. The top (gable) panel must be screen or pliable vinyl material.

(d) Construction Limitation. Screen rooms must not be permanently attached to the recreational vehicle and must not utilize the recreational vehicle for structural support. The only metal allowed in the construction of a screen room shall be aluminum. No metal side panels or metal doors, except aluminum doors, shall be permitted. The side panels must be made of screen. The top panels on either end (gables) must be screen or pliable vinyl material. Above the lower kick panel and inside the screen, the use of movable pliable vinyl panels shall be allowed.

(e) Screen Rooms, Air Conditioning- Screen Room air conditioning units are to be attached to the underside of the Recreational Vehicle and vented under the RV or installed in the back of the screen room.

12.3 Condominium Lot Restrictions. The use and occupancy of the Condominium Lots shall be restricted As follows

(a) Fences. No fence shall be permitted.

(b) Storage Structures. A single storage structure of standard design (reference Exhibit "D") as approved by the Association in writing may be placed on each Lot.

(c) Carports. To minimize contact injuries and hazard from high winds, carports are prohibited.

(d) Supports. The use of jacks or a minimal number of blocks necessary to stabilize the recreational vehicle are permitted.

(e) Tie-downs. The use of tie-downs for safety in high winds is permitted.

(f) Sewer and Water Connections. The use of plastic pipe for sewer and water connections on the recreational vehicle are permitted.

(g) Automotive Vehicles, Boats, Etc. The use of Automotive Vehicles, Boats, Etc. Shall be restricted as follows:

(1) No second recreational vehicle over 21 feet exterior length may be allowed on a Lot unless it is the sole means of transportation. In no instance may a second recreational vehicle be used as living quarters or be attached to utility services.

(2) A maximum of two automotive vehicles and one motorcycle or one automotive vehicle and two motorcycles other than the primary recreational vehicle are permitted on a Lot. All automotive vehicles must display a current license plate.

(3) Golf Cart parking against the curb is permitted on the east side of Spa Lane next to the Center Pool. All other on street parking is prohibited and no vehicle shall be parked in a manner that results in a vehicle extending into the road right-of-way.

(4) No motorized vehicles, boats, boat trailers, car tow-trailers or golf carts shall be parked on the grass.

(5) Removable slide-in campers cannot be placed or stored on any lot when separated from the automotive unit.

(h) Trespass. No one shall trespass on or across Lots belonging to others. No one may place a vehicle or boat or other personal property, for even a short time, on a Lot belonging to an absent owner, unless written permission is on file in the Condominium office from the Owner of the Lot.

(i) Animals. Only domesticated, common household pets (i.e. cats, dogs, and caged birds) shall be allowed on the Lots or in the Condominium and then only on a 6' leash when outside in compliance with Brevard County Law. Pets of vicious aggressive disposition are prohibited. A maximum of two pets will be allowed. Lot Owners who own more than the number of permitted pets at the time this policy is implemented may keep these pets as long they are kept in compliance the preexisting pet policy for the Condominium. This exemption only applies to current Owner pets: therefore when one currently owned pet leaves the household, the resident may not replace the pet, but must comply with the new policy.

(j) Signs. No sign of any kind shall be displayed on any Lot without the prior written consent of the Association. Lot Owners are prohibited from placing "for sale" signs anywhere on their Lots or personal property

(k) Easement. An easement of ten (10) feet in width (five (5) feet on each lot) is reserved along each of the boundary lines of each Lot in the Condominium for installation and maintenance of utility services.

(l) Toilets. Outside toilets are not permitted.

(m) Appliances. Appliances such as, but not limited to, refrigerators, washers, or dryers shall not be installed or allowed on any Lot except within the storage shed, recreational vehicle or screen room.

(n) Nuisances. No nuisance shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to Lot Owners, guests, lessees or other users of the Condominium Property, or which interferes with the peaceful possession or normal use of the property. All parts of the Condominium Property, including each Lot and any vehicle thereon, and all other visible personal property must be maintained in a neat and orderly manner, kept in reasonable repair, and must not present an unsightly or shoddy appearance. A Lot Owner shall not permit or suffer anything to be done or kept on his Lot which will increase the rate of insurance on the Condominium Property or which will interfere with the rights of other Lot Owners or annoy them by unreasonable noise, or otherwise; nor shall any Lot Owner commit or permit any immoral or illegal act in or about the Condominium Property.

(o) Commercial Activity. No commercial activity of any kind whatsoever shall be conducted on or from any Lots in the Condominium unless approved in writing by the Board of Directors. No commercial activity may be approved which does not meet all state and local licensing, bonding and insurance requirements or which would adversely affect insurance rates or coverage for the Condominium. No solicitation shall be conducted.

(p) Rules and Regulations. No person shall use the Common Elements or any part of a Condominium Lot or the Condominium Property in any manner contrary to or not in accordance with such rules and regulations as from time to time may be promulgated by the Association.

(q) Lot Alterations. Plans for altering the physical aspect of a Lot (additional concrete, additional hard surface material such as paving blocks, wood timbers, stepping stones and similar surfacing or adding/relocating the single shed) and installation of a screen room must be approved by the Board of Directors subject to Section 8.2, prior to the beginning of any work. Also, landscaping, i.e. trees, shrubs, etc,

must be approved by the Board of Directors subject to Section 8.2, prior to the beginning of any work

(r) Platforms and Decks. Platforms and decks of any type raised above or sunken below ground level are prohibited.

(s) Entry Steps. The top step of entry steps shall not exceed the width of the Recreational Vehicle entry (including the fixed side glass, if applicable) by more than four (4) inches and shall not be more than three (3) feet deep.

(t) Concrete and Other Hard Surface Materials.

(1) Concrete on any Lot (excluding concrete under the shed) shall not exceed a total of 1100 square feet. Other hard surface materials such as paving blocks, bricks, stepping stones and timbers, must be laid on a base which will permit adequate percolation and drainage and shall not permit loose stones to interfere with maintenance of any grass area. Any large impervious surface such as plywood or equivalent effectively adding to the impervious concrete surface is prohibited. In addition to the allowed concrete an Owner is permitted up to 300 square feet, including the space between pieces of such material, of hard surface material. Owners may overlay any portion of the 1100 square feet of concrete with tile or thin pavers. Owners are allowed to substitute hard surface material for concrete. The combination of the allowed concrete and the allowed hard surface material shall not exceed a total of 1400 square feet.

(2) Additional concrete on the utility side of the pad shall be limited to two (2) feet wide by twenty feet from the electric box post forward toward the street. No part of the recreational vehicle shall overlap this additional concrete. The above two (2) feet of concrete by twenty feet shall be included in the allowable 1100 square feet. Additionally, on the utility side of the pad only landscaping will be permitted.

(3) Under no circumstances will concrete be poured on common ground.

13. INSURANCE.

13.1 Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements in such amount as the Board of Directors of the Association may determine. Said insurance shall include, but not be limited to cover water damage, if available, legal liability, hired automobile, non-owned automobile and off the premises employee coverages. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

13.2 Casualty Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements, including personal property owned by the Association, in and for the interest of the Association, in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement values as determined annually by the Board of Directors of the Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be good and responsible companies authorized to do business in the State of Florida.

13.3 Policies Benefit. Policies purchased by the Association shall be for the benefit of the Association. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration shall be made from the insurance proceeds and if there is a balance in the funds after payment of all costs of the repair and restoration, such a balance shall be distributed to the Association's general fund. Any repair and restoration must be substantially and in accordance with the plans and specifications for the original improvements or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable. Each individual Lot Owner shall be responsible for purchasing at his/her own expense any additional liability insurance as he may deem necessary to cover accidents occurring upon his/her own Lot and for the purchasing of insurance upon his/her own personal property.

13.4 Reconstruction or Repair After Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined as follows. If the damaged improvement is a Common

Element, the same shall be reconstructed or repaired by the Association subject to the following provisions:

(a) When the Association shall have responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain at least three (3) reliable and detailed estimates of the cost to repair or rebuild.

(b) If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repairs by the Association or at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Lot Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

13.5 Condemnation. In the event that any Lot of the Condominium Property or any portion thereof, or the Common Elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by the condemning authority, then the holder of a first mortgage on a Lot will be entitled to timely written notice of such a proceeding or proposed acquisition. The priority of the first mortgage lien shall not be disturbed with respect to distribution of the proceeds of any award or settlement.

13.6 Equitable Relief. In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Lot Owner may petition a court for equitable relief which may include a termination of the Condominium and a partition of same.

14. COMPLIANCE AND DEFAULT. Each Lot Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations as adopted pursuant thereto; and said documents as they may be amended from time to time; and shall further comply with the Condominium Act. Failure of the Lot Owner to comply therewith shall entitle the Association or Lot Owners, as the case may be, to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act as follows:

(a) The Board of Directors, pursuant to authorization from the Association, is hereby empowered to enforce this Declaration, By-Laws, Rules and Regulations of the

Association and Condominium Act. Enforcement may include fines in accordance with Florida Statutes and the By-Laws.

(b) A Lot Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her acts, negligence or carelessness or by that of any member of his/her family, owner-authorized lessees, or his/her or their guests, invitees, employees, or agents but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

(c) In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration, By-Laws, Rules and Regulations as adopted, and said documents as they may be amended from time to time, or the Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees, as they may be awarded by the court. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions which shall remain in full force and effect.

(d) The failure of the Association, or any Lot Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the Rules and Regulations as adopted, shall not constitute a waiver of the right to do so thereafter.

15. DEVELOPERS RETENTION OF INTEREST. The Developer has retained ownership of certain land within the Condominium Property shown in appended Exhibit "B-1" from which to carry out rental activities. To carry out said activities, the Developer has right of access over the common property. The Developer is responsible for placing insurance including liability, property damage, and all other types of insurance as required.

16. TERMINATION. The Condominium Property may be terminated only by consent of all the Lot Owners evidenced by a recorded instrument to that effect and upon the written consent by all holders of recorded liens affecting any of the Condominium Lots. Upon termination of the Condominium property, the Condominium property is owned in common by the Lot Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Lot originally encumbered by the lien in its same priority.

17. MISCELLANEOUS.

17.1 Common Elements. The Lot Owners shall not be deemed to own the pipes, wires, conduits, roads, sewage connections or other public utility lines which run through their Lot which are utilized by or serve other Lots which items are by this provision made a part of the Common Elements.

17.2 Non-Waiver. No Lot Owner may exempt himself from liability for his/her contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his/her Lot.

17.3 Covenants. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be covenants running with the land and of every part thereof and interest therein including, but not limited to, every Lot and appurtenants thereto and every Lot Owner and claimant of the Property or any part thereof or of any interest therein and his/her heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and Exhibits annexed thereto and amendments thereof.

17.4 Savings Clause. If any provisions of this Declaration or the Exhibits hereto or of the Condominium Act, or any section, sentence, clause, phrase, word or the application thereof under any circumstance is held invalid, the validity of the remainder of this Declaration and the Exhibits attached or the Condominium Act and the application of such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby but shall remain in full force and effect. If any term, covenant, provision, phrase or other element of the Condominium document is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium documents.

17.5 Notices. Whenever notices are required to be sent hereunder, the same may be delivered to Lot Owners personally or by mail addressed to such Lot Owners at their place of residence in the Condominium unless the Lot Owners have by written notice specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association at:

210 Galaxy Lane
Melbourne Beach, FL 32951

or such other place as designated by the Board of Directors.

17.6 Recreation Lease. The Association, as lessor, has entered into a ninety-nine (99) year recreational lease with Ebbtide Association, which lease is described in Exhibit "E-1" attached and made a part hereof. The long-term lease referred to herein has been recorded in Official Records Book 2259, pages 2233-2241. Public Records of Brevard County, Florida. A modification of the recreation lease dated July 24, 1987 and recorded on O.R. Book 2832, page 2315-2317, Public Records of Brevard County, Florida described as Exhibit "E-1" attached and made part a hereof limits the original lease to the two (2) tennis courts at the front entrance.

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

17.8 Captions. The captions used in this Declaration and exhibits attached are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

17.9 Utility Charges. In the event that any utility service is separately charged by the utility company to a Lot Owner by individual meters or otherwise, the Lot Owner shall not be assessed by the Association for this service.

17.10 Time Shares Prohibited. No amendment to the Declaration may permit timeshare estates to be created in any Lot of the Condominium unless the record Owner of each Lot of the Condominium and the record owner of liens on each Lot of the Condominium join in the execution of the amendment.

17.11 Administrative Rules and Regulations. Reasonable rules and regulations which are not in contravention of the Declaration or By-Laws may be made and amended from time to time by the Association. The Board of Directors must review and approve the Administrative Rules and Regulations annually.

18. AMENDMENT TO DECLARATION. The Declaration may be amended if the amendment is approved by the owners of not less than a **majority** of the Lots. An amendment to the Declaration is effective when it is properly recorded in the Public Records of Brevard County, Florida. No amendment may change the configuration or size of any Condominium Lot in any material fashion, materially alter or modify the appurtenants to the Lot, or change any proportion or percentage by which the Owner of the Lot shares the Common Expense and owns the Common Surplus unless the record Owner of the Lot and all record Owners of liens on it join in the execution of the amendment and unless all record Owners of all other Lots approve the amendment. Any vote to amend the Declaration or relating to a change of the percentage of ownership in the Common Elements or sharing of the expense shall be conducted by secret ballot.

Note: While amendments to the Declaration can be made by a majority vote as voted by owners in April of 2007, changes to the Common elements still require a two thirds approval from owners.