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DECLARATION OF CONDOMINIUM

ESTABLISHING

COCOA ISLES APARTMENTS, A CONDOMINIUM

FRANK M. WOLFE, a single man, hereinafter called Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "this Declaration," as and for a plan of condominium apartment ownership for Developer, consisting of real property and improvements thereon as hereinafter described.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of the receipt and acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

I.

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the City of Cocoa Beach, in the County of Brevard and State of Florida, which property is more particularly described as follows:

Lots 6, 7, 8 and 9, Block P, Cocoa Isles 8th Addition,  
as recorded in Plat Book 15, Page 28, Public Records  
of Brevard County, Florida;

and on which property the Developer owns six (6) apartment buildings containing a total of eighteen (18) apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as COCOA ISLES APARTMENTS, a condominium, hereinafter referred to as the "condominium."

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in this Declaration and the Bylaws and Articles of Incorporation of COCOA ISLES ASSOCIATION, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked "Exhibit A," consisting of three (3) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions. Said surveys, graphic descriptions and plot plans were prepared by John M. Allen, Registered Professional Engineer, Florida Certificate No. 9423, and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are as follows: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19.

III.

OWNERSHIP OF APARTMENTS AND APPURTENANT  
SHARE IN COMMON ELEMENTS AND COMMON  
SURPLUS, AND SHARE OF COMMON EXPENSES

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided one-eighteenth (1/18) share of all common elements of the condominium, which includes, but is not limited to, ground support area, parking areas, walks, yard area, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-eighteenth (1/18) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walks and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of buildings and to other common facilities (including, but not limited to utilities as they now exist) located in the common property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to COCOA ISLES ASSOCIATION, INC., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-eighteenth (1/18).

#### IV.

#### APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit A, Sheet 2, attached hereto. The dark, solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments are shown in notes on said plans, which notes relate to the elevations of the apartments.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, which are directly accessible only through an individual unit. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance relating to the floor and ceiling surfaces of such limited common elements shall be borne by and assessed against the individual unit owner. Any other expenses of maintenance, repair or replacement relating to such limited common elements or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses for the corporation.

Further, the Developer reserves the right to designate individual parking spaces for the exclusive use of individual unit owners, which said spaces are hereby made limited common elements. These limited common elements are reserved for the use of the owners of the units designated thereon and are appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use said limited common element so appurtenant. Expenses of maintenance, repair, or replacement relating to such limited common elements shall be treated as and paid for as a part of the common expenses of the corporation, except, however, the expenses of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, and shall include easements through the apartments for conduits, pipes, ducts,

plumbing, wiring and other facilities for the furnishing of utility service to the apartments, limited common elements and common elements and easements of support in every portion of an apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all apartments.

V.

ADMINISTRATION OF CONDOMINIUM BY  
COCOA ISLES ASSOCIATION, INC.

The operation and management of the condominium shall be administered by COCOA ISLES ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "corporation."

The corporation shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and Bylaws of the corporation as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Articles and Bylaws. True and correct copies of the Articles of Incorporation of COCOA ISLES ASSOCIATION, INC., and the Bylaws of said corporation are attached hereto, made a part hereof, and marked Exhibit "B" and Exhibit "C" respectively.

VI.

MEMBERSHIP AND VOTING

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument on the public records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of eighteen (18) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner" as used herein, shall be deemed to include the Developer.

All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium unit (or a partial owner of a condominium where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors).

## VII.

COMMON EXPENSES, ASSESSMENTS, COLLECTION,  
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Directors of the corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the corporation of one-eighteenth (1/18) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the corporation shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the corporation on the first day of each month.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the corporation in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least fifteen (15) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each apartment unit shall be personally liable, jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The corporation shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when

due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such actions as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the corporation. The delinquent owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The corporation shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the corporation which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

The provisions of Section 711.15 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof.

The holder of a first mortgage acquiring title to an apartment by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall not be solely liable for the share of common expenses or assessments pertaining to such apartment or chargeable to the former apartment owner, which became due prior to such acquisition of title. Such unpaid share of common expenses shall be collectable from all of the apartment owners, including such acquirer of title.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage, shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the corporation regarding assessments against units which have already been made and which are due and payable to the corporation and the corporation and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessment.

The corporation may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit

shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. Anything in this Declaration or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than November 15, 1972; except, however, if on said date the Developer has titled out to individual purchasers less than eighty percent (80%) of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall be \$29.00 per month for each apartment. Also during this interim the Developer will not be liable for an accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments thereon, against the unit owner and condominium parcel and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

Upon turning over the management of the condominium project to the owners through their corporation, the Developer shall deposit with the corporation \$450.00 of prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their corporation.

VIII.

INSURANCE COVERAGE, USE AND DISTRIBUTION  
OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

a. All insurance policies upon the condominium property shall be purchased by the corporation. The named insured shall be the corporation, and the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

b. The corporation shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the buildings, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Directors, such insurance may be carried on not less than an 80% co-insurance basis. The coverage shall afford protection against loss or damage by fire, wind-storm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The corporation shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the corporation and its members. All liability insurance maintained by the corporation shall contain cross-liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The corporation may carry such other insurance, or obtain such other coverage as the Board of Directors may determine to be desirable. Employer's

liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the corporation as an operating expense.

1. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the corporation, the owners and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the corporation's funds, the institutional first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the corporation; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction, as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of seven percent (7%) of the amount of coverage under the corporation's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the corporation, and all institutional first mortgagees which shall have been issued loss payable mortgage endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be made by such institution's usual and customary construction loan procedures. No fee whatsoever shall be charged by such institutional first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the corporation and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the corporation shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Directors may determine that it is in the best interests of the corporation to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional mortgagee shall be required to cause such insurance



proceeds to be made available to the corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the corporation to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to this Declaration.

e. Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least fourteen (14) apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering apartments.

IX.

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

b. The corporation, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air-conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors and windows, except sliding glass doors and screens opening onto patio porches, shall also be the corporation's responsibility. Should any damage be caused to any apartment by reason of any work which may be caused to be done by the corporation in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the corporation's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the apartment owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is an apartment owner's responsibility to maintain.

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the corporation or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The corporation shall have the right to levy at any time a special assessment against the owners of the unit and the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the corporation shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Directors of the corporation to enforce compliance with the provisions hereof.

The Board of Directors of the corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

The corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the corporation.

X.

USE RESTRICTIONS

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants.

b. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

c. No immoral, improper, offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

d. All pets or other animals kept in or upon the condominium property shall be kept on a leash when outside of the owner's unit.

e. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the corporation as provided by its Articles of Incorporation and Bylaws.

f. The Board of Directors or the agents and employees of the corporation may enter any unit for the purpose of maintenance, inspection, repair and replacement of the improvements within units, at reasonable times, or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the Bylaws of the corporation.

g. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aeriels shall be erected except as provided under uniform regulations promulgated by the corporation. This sub-paragraph g. shall not apply to the Developer and/or institutional first mortgagees.

h. An owner shall not place or cause to be placed in any of the project areas, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit.

i. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.

j. It is prohibited to dust rugs, etc. from windows or to clean rugs, etc. by beating on the exterior of the project.

k. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition; no other vehicles or objects, including, but not limited to trucks, motorcycles, trailers, and boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Directors. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

l. Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the corporation shall interfere with the sale of such apartments. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including, but not limited to maintenance of a sales office, model apartments, the showing of the property, and the display of signs.

XI.

LIMITATIONS UPON RIGHT OF OWNER TO  
ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

XII.

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY  
THE CORPORATION

Whenever in the judgment of the Board of Directors the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one sixth (1/6) of the current regular annual assessment, unless prior written unanimous consent is received from all voting members.

XIII.

SALES OF APARTMENTS,  
CORPORATION'S RIGHT OF FIRST REFUSAL, EXCEPTIONS

a. Prior to the sale of any interest in any unit, the owner of said unit shall notify the Board of Directors, in writing, of the name, address, business, occupation or employment of the offeror, accompanied with an executed copy of the bona fide offer as hereinafter defined. Members shall have the first right over non-members to accept such sale at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the corporation in writing of acceptance at least ten (10) days after the date of notice which information the corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit.

b. With the exception of transfers of ownership of any apartment among and between co-owners of the apartments, the corporation shall have and is given hereby and granted the right of first refusal to purchase such apartment, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received for the sale or lease of his apartment. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and, in the case of offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price; the corporation's right of first refusal includes the right of the corporation to designate another person or entity to take title to the apartment (or to cause the same to be purchased or leased by its designee), the corporation shall notify the apartment owner desiring to sell of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner within fourteen (14) days from the corporation's receipt of the owner's notice. Said notice by the corporation to the owner, in order to be effective, must be accompanied by a binding written offer on the part of the corporation, containing the same terms and conditions as the original offer to the apartment owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The apartment shall then be purchased by the corporation, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any apartment owner has notified the Board of Directors of the corporation of his desire to sell as hereinabove

provided, such owner shall be free to consummate such sale of his apartment unless the corporation, within fourteen (14) days from receipt of the owner's required notice, has notified such owner of its exercise of its right of first refusal. In such event, the owner shall not sell his apartment to any other than the party designated to the Board of Directors in the owner's original notice required hereunder, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the corporation, without giving again the corporation the right of first refusal as provided for herein upon such new terms.

c. An affidavit of the Secretary of the corporation stating that the sale of the unit and interest in the common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded shall terminate.

d. Notwithstanding the provisions of Article XIII b., the Board of Directors may affirmatively approve and give its consent to such proposed sale and may do so without the approval of the members of the corporation, provided that a majority of the Board of Directors concur and evidence such concurrence in writing, delivered to the apartment owner desiring to sell his apartment.

e. Any purported sale of an apartment where the owner has failed to comply with the foregoing provisions of this Article XIII, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and provided, further, that the corporation commence an action within such ninety (90) day period to have the same declared void.

f. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of an apartment in the condominium, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIII, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

g. Any purchaser of an apartment in the condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Article XIII in selling such apartment. After ninety (90) days following the consummation of any transaction involving the sale of an apartment in the condominium, which sale may be evidenced by the recordation of a deed conveying the title to such apartment, no action whatsoever may be brought by the corporation to void such transaction by reason of noncompliance with this Article XIII.

h. The right of first refusal granted to the corporation shall not apply or be operative to any foreclosure or other judicial sale of an apartment, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the corporation's right of first refusal relative to the sale of an apartment.

i. All the terms and provisions of this Article XIII set forth hereinabove relative to the corporation's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to an apartment by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer,

or otherwise dispose of such apartments as it may deem in its best interests, without first offering the same to the Board of Directors and without any restrictions whatsoever. The exceptions to the right of first refusal as set forth in this Section of this Article XIII shall be fully applicable to the developer, who likewise shall have the unrestricted right to sell apartments which he owns in the condominium.

j. The provisions of this Article XIII shall not apply to transfers by a unit owner to any member of his immediate family (viz., spouse, children, or parents).

XIV.

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least fourteen (14) units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the corporation; and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the corporation and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty (80) percent of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of the developers or a member of the last Board of Directors, their administrators, or assigns, must approve in writing of any modification or amendment of Section XIII, entitled "Sales of Apartments" hereinabove.

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the corporation.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

XV.

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the corporation owning eighteen (18) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the corporation all of said unit owners' right, title and interest to any unit and to the common property, provided the corporation's officers and employees handling funds have been adequately bonded and the corporation or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board of Directors of the corporation shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the corporation and all obligations incurred by the corporation in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage portion thereof, to-wit:

<u>Apt. No.</u>	<u>%</u>	<u>Apt. No.</u>	<u>%</u>
1	.64583	10	.58333
2	.43750	11	.37500
3	.64583	12	.58333
4	.64583	14	.64583
5	.43750	15	.43750
6	.64583	16	.64583
7	.58333	17	.64583
8	.37500	18	.43750
9	.58333	19	.64583

Upon the determination of each unit owner's share, as above provided for, the corporation shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the corporation shall proceed to liquidate and dissolve the corporation, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the corporation shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, or mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the corporation shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the corporation and the corporation to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XVI.

ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XVII.

CORPORATION TO MAINTAIN REGISTER  
OF OWNERS AND MORTGAGEES

The corporation shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the corporation of the names of any party holding a mortgage upon any apartment and the name of all lessees in order that the corporation may keep a record of same.

XVIII.

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the corporation to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the corporation is required to keep in existence, it being understood that the corporation shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XIX.

REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM

In the event that during 1972, the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.



XX.

RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the corporation. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the corporation. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

In any action brought against an apartment owner by the corporation for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or Bylaws of the corporation, the corporation shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

XXI.

WAIVER

The failure of the corporation, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the Bylaws and Articles of Incorporation of the corporation, or the failure to insist upon the compliance with same, shall not constitute a waiver of the corporation, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the corporation, and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXII.

CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXIII.

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXIV.

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the corporation, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 1st day of September, 1972.

Signed, sealed and delivered in the presence of:

Olive J. Post  
[Signature]

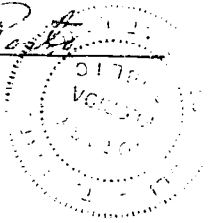
[Signature] (SEAL)  
FRANK M. WOLFE

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared FRANK M. WOLFE, a single man, to me known to be the person described in and who executed the foregoing Declaration of Condominium establishing Cocca Isles Apartments, a Condominium, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal, in the County and State last aforesaid, this 1st day of September, 1972.

Olive J. Post  
Notary Public



My Commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 21, 1973  
Bonded by American Surety & Casualty Co.

SEC. 10, TWP 25S, RNS. 37E

EXHIBIT "A"  
TO DECLARATION OF CONDOMINIUM ESTABLISHING  
COCOA ISLES APARTMENTS, INC.  
& CONDOMINIUM

SHEET 1287 PAGE 114

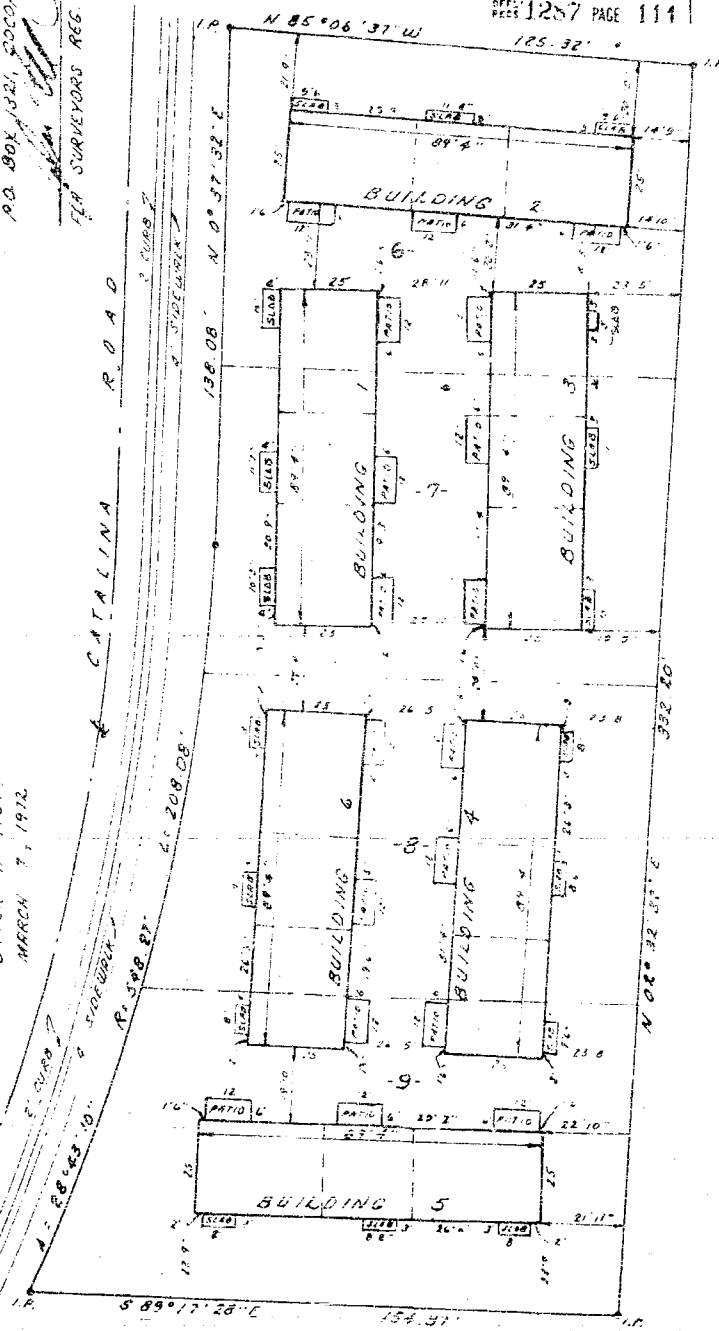
NORTH  
SCALE 1"=50'

J.M. ALLEN ENGINEERING, INC.  
P.O. BOX 1321, COCOA BEACH, FLA.  
FLA SURVEYORS REG. # 1306

LEGAL DESCRIPTION:  
LOTS 6, 7, 8 & 9, BLOCK F, COCOA ISLES,  
8<sup>TH</sup> ADDITION AS RECORDED IN PLAT BOOK 15,  
PAGE 88, PUBLIC RECORDS OF BREVARD CO.  
FLA.

ORDER # 71374  
MARCH 7, 1972

CATALINA ROAD



LOCATION SURVEY

COMMON ELEMENTS

ORDER # 71374  
MARCH 7, 1972

J.M. ALLEN ENGINEERING, INC.  
P.O. BOX 1321, COCOA BEACH, FLA.

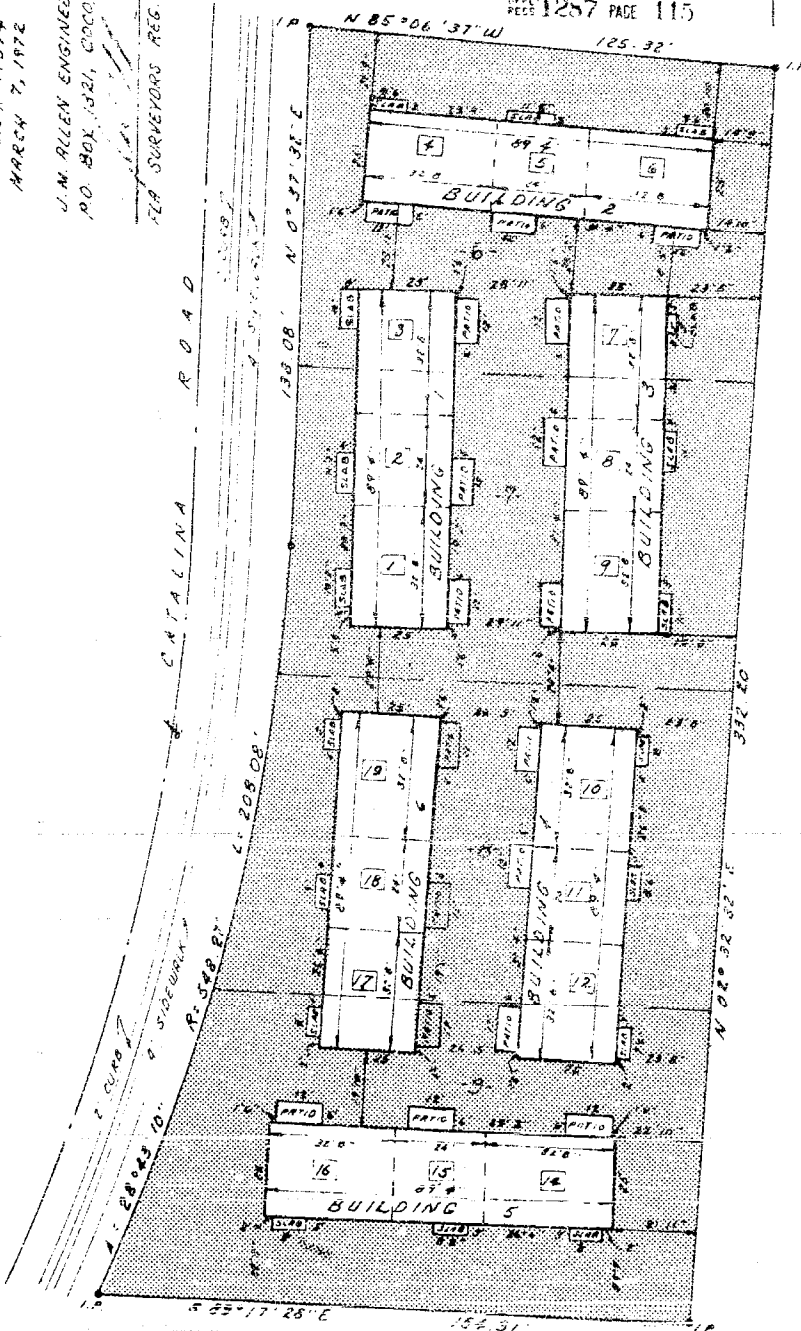
FLA SURVEYORS REG. # 1306

SEC 10, TWP 25S, R14E 37E

EXHIBIT "A"  
TO DECLARATION OF CONDOMINIUM ESTABLISHING  
COCO A ISLES APARTMENTS, INC.  
& CONDOMINIUM

DEED REEL 1257 PAGE 115

NORTH  
31° 46' 13" W



FLOOR & LOT PLAN

ONE STORY

SHT. 2 OF 3

EXHIBIT "A"  
TO DECLARATION OF CONDOMINIUM  
ESTABLISHING  
COCOA ISLES APARTMENTS, INC.  
A CONDOMINIUM

DEED 1287 PAGE 116

LEGAL DESCRIPTION OF LAND:

Lots 6, 7, 8, and 9, Block P, Cocoa Isles 8th Addition  
as recorded in Plat Book 15, Page 28, Public Records of  
Brevard County, Florida.

NOTES:

A. Improvements on land consist of six (6) one-story  
apartment buildings containing a total of eighteen (18)  
apartments all as shown on the above survey, graphic  
description and plot plan. Apartments 1, 2, and 3 are  
located in Building No. 1; apartments 4, 5, and 6 are  
located in Building No. 2; apartments 7, 8, and 9 are  
located in Building No. 3; apartments 10, 11, and 12  
are located in Building No. 4; apartments 14, 15, and  
16 are located in Building No. 5; apartments 17, 18,  
and 19 are located in Building No. 6.

B. Elevations of apartments are:

1. Buildings 1, 2, 3, 4, 5, and 6:	
Floor	6.0 feet
Ceiling	14.0 feet

These elevations refer to U.S.C. & G.M.S. L. Datum.

CERTIFICATION:

The undersigned, a registered professional engineer  
authorized to practice in the State of Florida, certifies  
that the above survey of the land and graphic description of  
the improvements in which apartments are located and plot  
plan thereof, together with the wording of the Declaration  
of Condominium mentioned above, is a correct representation  
of the improvements described, and that there can be determined  
therefrom the identification, location, dimensions and sizes  
of the common elements, the limited common elements and each  
apartment.

Signed this 7th day of March, 1972



*John M. Allen*  
John M. Allen  
Registered Professional Engineer  
Florida Certificate No. 9423

ARTICLES OF INCORPORATION  
COCOA ISLES ASSOCIATION, INC.

(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these articles of incorporation, set forth:

I.

The name of the proposed corporation shall be COCOA ISLES ASSOCIATION, INC.

II.

The purposes and objects of the corporation shall be to administer the operation and management of a condominium to be established by FRANK M. WOLFE, a single man, hereinafter called "Developer," the condominium apartment complex to be established in accordance with the laws of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

Lots 6, 7, 8 and 9, Block P., Cocoa Isles Subdivision 6th Addition, according to plat of said subdivision, recorded in Plat Book 15, Page 28, Public Records of Brevard County, Florida,

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Condominium which will be recorded in the public records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of condominium ownership; and to own, operate, lease,

EXHIBIT B

sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium. The corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The corporation shall have the following powers:

1. The corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida including the Condominium Act, Chapter 711, of the Florida Statutes.
2. The corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including but not limited to the following:
  - a. To make and establish reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in said Declaration of Condominium.
  - b. To levy and collect assessments against members of the corporation to defray the common expenses of the condominium as may be provided in said Declaration of Condominium and in the Bylaws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium, which may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in said Declaration of Condominium.
  - c. To maintain, repair, replace, operate and manage the condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the condominium property.

d. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the corporation.

e. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as same may be hereafter established.

f. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use or benefit to the owners of the apartment units, all as may be deemed by the Board of Directors to be in the best interests of the corporation.

g. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to said Declaration of Condominium.

#### IV.

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

1. The owners of all apartment units in the condominium shall be members of the corporation, and no other persons or entities shall be entitled to membership, except as provided in item 5 of this Article IV.

2. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any part shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any



apartment unit except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment units, or who may own a fee ownership interest in two or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his apartment unit. The funds and assets of the corporation shall belong solely to the corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the said Bylaws.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. Should any member own more than one apartment unit, such members shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by said Bylaws.

5. Until such time as the property described in Article II hereof is submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The corporation shall have perpetual existence.

VI.

The principal office of the corporation shall be located at 66 North Atlantic Avenue, Cocoa Beach, Florida, but the corporation may maintain

offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII.

The affairs of the corporation shall be administered by the President of the corporation assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director or officer of the corporation.

VIII.

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three. The number of members of succeeding Boards of Directors shall be as provided from time to time by the Bylaws of the corporation. The members of the Board of Directors shall be elected by the members of the corporation at the annual meeting of the membership as provided by the Bylaws of the corporation, and at least a majority of the Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation. Notwithstanding the foregoing, so long as FRANK M. WOLFE, a single man, is the owner of twelve (12) or more apartment units in the condominium, said FRANK M. WOLFE shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the corporation.

IX.

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer, and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer needs to be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

X.

The names and post office addresses of the first Board of Directors who, subject to the provisions of these Articles, the Bylaws, and the laws of the State of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
FRANK M. WOLFE	66 North Atlantic Avenue Cocoa Beach, Florida 32931
MALCOLM R. KIRSCHENBAUM	66 North Atlantic Avenue Cocoa Beach, Florida 32931
OLIVE T. PORTO	66 North Atlantic Avenue Cocoa Beach, Florida 32931

XI.

The subscribers to these Articles of Incorporation are the three persons herein named to act and serve as members of the first Board of Directors of the corporation, the names of which subscribers and their respective post office addresses are more particularly set forth in Article X above.

XII.

The officers of the corporation who shall serve until the first election under these Articles shall be the following:

REC-1287 PAGE 123

President	FRANK M. WOLFE
Vice President	OLIVE T. PORTO
Secretary/Treasurer	MALCOLM R. KIRSCHENBAUM

XIII.

The original Bylaws of the corporation shall be adopted by the Board of Directors, and thereafter, such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

XIV.

Every Director and every Officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Directors or

members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles which shall abridge, amend or alter the right of COCOA ISLES ASSOCIATION, INC. to designate and select members of each Board of Directors of the corporation, as provided in Article VII hereof, may be adopted or become effective without the prior written consent of COCOA ISLES ASSOCIATION, INC.

XVI

The name of the Resident Agent of this corporation and his address is as follows: Malcolm R. Kirschenbaum, 66 North Atlantic Avenue, Cocoa Beach, Florida 32931.

Malcolm R. Kirschenbaum (SEAL)

Frank M. Wolfe (SEAL)

Olive T. Porto (SEAL)

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared FRANK M. WOLFE, MALCOLM R. KIRSCHENBAUM and OLIVE T. PORTO, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this 13<sup>th</sup> day of August, 1971.

Will T. [Signature]  
Notary Public

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 31, 1972  
Printed by permission from the Secretary of State

BYLAWS  
OF  
COCOA ISLES ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTIFY

These are the Bylaws of COCOA ISLES ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 16th day of August, 1971. COCOA ISLES ASSOCIATION, INC., hereinafter called "Association," has been organized for the purposes of administering the operation and management of COCOA ISLES APARTMENTS, a condominium project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

Lots 6, 7, 8 and 9, Block P, Cocoa Isles Subdivision 8th Addition, according to plat of said subdivision, recorded in Plat Book 15, Page 28, Public Records of Brevard County, Florida.

a. The provisions of these Bylaws are applicable to said condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium which are recorded in the public records of Brevard County, Florida. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling wherever the same may be in conflict herewith.

b. All present or future owners, tenants, future tenants, or their employees, or any other person that might use said condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these Bylaws and in said Articles of Incorporation and Declaration of Condominium.

c. The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any

of said units will signify that these Bylaws, Charter provisions and regulations in the Declaration of Condominium are accepted, ratified and will be complied with.

d. Anything in these Bylaws to the contrary notwithstanding the said Bylaws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this nonprofit corporation (under the terms and conditions as set out in Section Condominium) the management of said condominium project being vested in the Developer until said turn-over.

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

f. The seal of the Association shall bear the name of the Association, the word "Florida," the words "a corporation not for profit," and the year of incorporation, an impression of which seal is as follows:

f. The office of the Association shall be at 66 North Atlantic Avenue, Cocoa Beach, Florida.

## 2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

b. A quorum of members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c. The vote of the owners of an apartment unit owned by more than one person or by a corporation or other entity shall be cast by the person named



in the written notice signed by all of the owners of the apartment unit filed with the Secretary of the Association, and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting.

e. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

f. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

### 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual members' meeting shall be held at the office of the Association at 8:00 o'clock P. M., Eastern Standard Time, on the in January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding

b. Special members' meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated

in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

c. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary-Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership required to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance if greater than a quorum, is present.

d. At meetings of membership the President, or in his absence, the Vice President, shall preside, or in the absence of both, the membership shall elect a chairman.

e. The order of business at annual members' meetings, and, as far as practical, at any other members' meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment of Chairman of Inspectors of Election.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

f. Meetings of the Association shall be held at the principal office of the Association or such other suitable place convenient to the owners as may be designated by the Board of Directors.

#### 4. BOARD OF DIRECTORS AND OFFICERS

a. Each Director elected at the first annual meeting of the members and at each annual members' meeting thereafter shall serve for the term of one year or until his successor is duly elected. Directors may be removed for cause by an affirmative vote of the members owning not less than 50% of the apartment units in the condominium at a special meeting called for such purpose. Directors may be removed without cause by an affirmative vote of the members owning not less than 80% of the apartment units in the condominium.

b. Elections of Directors shall be conducted in the following manner:

(1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the majority of the remaining Directors.

c. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a

d. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

e. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

f. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived.

g. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two (2) Directors. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

h. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

i. A quorum of a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration of Condominium. If any Directors' meeting cannot

be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

j. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside.

k. Directors' fees, if any, shall be determined by the members.

l. All the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(1) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(2) The maintenance, repair, replacement, operation and management of the condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(3) The reconstruction of improvements after casualty, and further improvement of the property, real and personal;

(4) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations

or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

5. To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration of Condominium;

6. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in the operation and management of the condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

7. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

8. To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium and any regulations hereinafter promulgated governing use of the property in the condominium;

9. To pay all taxes and assessments which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens;

10. To carry insurance for the protection of the members and the Association against casualty and liability;

11. To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units; and

12. To employ personnel to perform the services required for proper administration of the Association.

m. The undertakings and contracts authorized by the said first Board of Directors shall be binding upon the Association in the same manner as though

such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

5. OFFICERS

a. The Principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Secretary, an Assistant Treasurer, and such other officers as in their judgment may be necessary.

b. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to the power to appoint committees from among the owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

c. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

d. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, administration and salaries. He shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

e. The Board of Directors shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Copies of the proposed budget and proposed assessments shall be transmitted to each member for the year for which the budget is made. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

f. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the Directors.

g. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

h. Fidelity bonds shall be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

#### 7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.



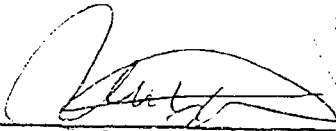
a. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them.

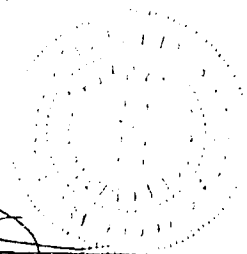
b. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the apartment units in the condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Board of Directors and members.

d. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

The undersigned, being the Secretary/Treasurer of COCOA ISLES ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the 23rd day of August, A. D., 1971.

  
Secretary/Treasurer



RECORDED  
JAN 23 11 8 55  
805106  
OFFICE OF THE CLERK  
STATE OF FLORIDA

Prepared by, record and return to:  
Seth D. Chipman, Esquire  
96 Willard St., Suite 204  
Cocoa, FL 32922

**CERTIFICATE OF AMENDMENT TO DECLARATION  
OF  
COCOA ISLES ASSOCIATION, INC.**

Pursuant to Chapter 718, Florida Statutes, and the provisions of the Declaration of the COCOA ISLES ASSOCIATION, INC. ("Association"), which Association is responsible for the management and operation of The Cocoa Isles Apartments, A Condominium, according to the Declaration thereof, as recorded in Official Record Book 1287, Page 96, and all amendments thereto, in the Public Records of Brevard County, Florida; and pursuant to a vote of approval as set forth in the Declaration, the Declaration is amended as follows:

**1. Article VII of the Declaration is amended as follows:**

The Board of Directors of the corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the corporation of one-eighteenth (1/18) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the corporation shall assess such sum by promptly notifying all owners by delivery or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the corporation on the first day of each month.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the corporation in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least fifteen (15) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each apartment unit shall be personally liable, jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The corporation shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. ~~Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.~~ The Board of Directors may take such actions as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the corporation. The delinquent owner shall pay all costs, including reasonable attorney's fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The corporation shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the corporation which are covered by the lien enforced.

~~As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For other purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.~~

The provision of Section 711.15-718.116, Fla. Stat., (2018) the Florida Condominium Act, as amended from time to time, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof, with regards to priority between a lien of a recorded mortgage and lien for any assessment, and a first mortgagee's responsibility for past due and owing assessments, when the first mortgagee takes title to a condominium unit following foreclosure of a first mortgagee's mortgage.

The holder of a first mortgage acquiring title to an apartment by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall ~~not~~ be solely liable for the share of common expenses or assessments pertaining to such apartment or chargeable to the former apartment owner, which became due prior to such acquisition of title, in accordance with section 718.116, Fla. Stat., (2018), as amended from time to time. ~~Such unpaid share of common expenses shall be collectable from all of the apartment owners, including such acquirer of title.~~

~~Any person or entity who acquires an interest in a unit, except through foreclosure of an institutional first mortgage, shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.~~

~~Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the corporation regarding assessments against units which have already~~

~~been made and which are due and payable to the corporation and the corporation and the member shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessment.~~

~~The corporation may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months assessment. Any thing in this Declaration or the exhibits attached hereto, to the contrary notwithstanding, the provision of said Declaration and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than November 15, 1972; except, however, if on said date the Developer has titled out to individual purchasers less than eighty percent (80%) of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall be \$29.00 per month for each apartment. Also during this interim the Developer will not be liable for an accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments thereon, against the unit owner and condominium parcel and have the same remedies of personal action and /or foreclosure of said lien to perfect collection.~~

~~Upon turning over the management of the condominium project to the owners through their corporation, the Developer shall deposit with the corporation \$450.00 of prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their corporation.~~

2. Article X of the Declaration is amended, adding Paragraph (j) as follows:

j. A condominium apartment unit may not be leased, licensed for use, or occupied in exchange for consideration or compensation, or advertised for such uses, by any person in their individual capacity, or in their capacity as a member, beneficiary, or affiliate of any other entity for a period of less than thirty (30) days.

3. Article XIII of the Declaration, is deleted in entirety as follows:

~~XIII  
SALES OF APARTMENTS  
CORPORATIONS RIGHT OF FIRST REFUSAL, EXCEPTIONS~~

~~a. Prior to the sale of any interest in any unit, the owner of said unit shall notify the Board of Directors, in writing, of the name, address, business, occupation or employment of the offeror, accompanied with an executed copy of the bona fide offer as hereinafter defined. Members shall have the first right over non-members to accept such sale at a bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the corporation in writing of acceptance at least ten (10) days after the date of notice which information the corporation shall promptly forward to the owner. In the even the member giving notice receives acceptance from more than more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with~~

whichever the accepting member he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit.

b. — With the exception of transfers of ownership of any apartment among and between co-owners of the apartments, the corporation shall have and is given hereby and granted the right of first refusal to purchase such apartment, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received from the sale or lease of his apartment. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and, in the case to offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price; the corporation's right of first refusal includes the right of the corporation to designate another person or entity to take title to the apartment (or to cause the same to be purchased or leased by its designee), the corporation shall notify the apartment owner desiring to sell the exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner with fourteen (14) days from the corporation's receipt of the owner's notice. Said notice by the corporation to the owner, in order to be effective, must be accompanied by a binding written offer on the part of the corporation, containing the same terms and conditions as the original offer to the apartment owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The apartment shall then be purchased by the corporation, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any apartment owner has notified the Board of Directors of the corporation of his desire to sell as hereinabove provided, such owner shall be free to consummate such sale of his apartment unless the corporation, within fourteen (14) days from receipt of the owner's required notice, has notified such owner of its exercise of its right of first refusal. In such event, the owner shall not sell his apartment to any other than the party designated to the Board of Directors in the owner's original notice required hereunder, not upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the corporation, without giving again the corporation the right of first refusal as provided for herein upon such new terms.

c. — An affidavit of the Secretary of the corporation stating that the sale of the unit and interest in the common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded shall terminate.

d. — Notwithstanding the provisions of Article XIII b., the Board of Directors may affirmatively approve and give its consent to such proposed sale and may do so without the approval of the members of the corporation, provided that a majority of the Board of Directors concur and evidence such concurrence in writing, delivered to the apartment owners desiring to sell his apartment.

e. — Any purported sale of an apartment where the owner has failed to comply with the foregoing provision of this Article XIII, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and provided, further, that the corporation commence an action with such ninety (90) day period to have the same declared void.

f. — Any institutional first mortgage making a mortgage loan for the purpose of financing the purchase of an apartment in the condominium, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIII, and

~~any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.~~

~~g. Any purchaser of an apartment in the condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Article XIII in selling such apartment. After ninety (90) days following the consummation of any transaction involving the sale of an apartment in the condominium, which sale may be evidenced by the recordation of a deed conveying the title to such apartment, no action whatsoever may be brought by the corporation to void such transaction by reason of noncompliance with this Article XIII.~~

~~h. The right of first refusal granted to the corporation shall not apply or be operative to any foreclosure or any judicial sale of an apartment, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the corporation's right of first refusal relative to the sale of an apartment.~~

~~i. All terms and provision of this Article XIII set forth hereinabove relative to the corporation's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgage which has acquired title to an apartment by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, or otherwise dispose of such apartments as it may deem in its best interest, without first offering the same to the Board of Directors and without any restrictions whatsoever. The exceptions to the right of first refusal as set forth in this Section of this Article XIII shall be fully applicable to the developer, who likewise shall have the restricted right to sell apartments which he owns in the condominium.~~

~~j. The provisions of this Article XIII shall not apply to transfers by a unit owner to any members of his immediate family (viz., spouse, children, or parents).~~

**4. Article XIV of the Declaration is amended as follows:**

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least fourteen (14) units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the corporation. ~~and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the corporation and approved by their respective institutional first mortgagees as set forth under section 718.110(11), Fla. Stat (2018), as amended from time to time, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty (80) percent of the units have been sold and filled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of the developers or a member of the last Board of Directors, their administrators, or assigns, must approve in writing of any modification or amendment of Section XIII, entitled "Sales of Apartments" hereinabove.~~

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the corporation.

These restrictions, reservations, covenants, conditions and easements shall be binding upon the inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

**CERTIFICATE OF ASSOCIATION**

The undersigned, as President of COCOA ISLES ASSOCIATION, INC., hereby certifies that the foregoing Amendments to the Declaration were adopted by the membership of the Association, whose votes were cast in person or by proxy at a meeting duly held on December 15, 2018.

WITNESSES (TWO REQUIRED)

Nora Holladay  
Print Name: Nora Holladay

Emily Mazara  
Print Name: Emily Mazara

COCOA ISLES ASSOCIATION, INC.

Beverly Danford  
By: Beverly Danford, President  
Address: 714 Catalina Rd #3  
Cocoa Beach, FL 32931

IN WITNESS WHEREOF, the Association has caused this instrument to be executed on the date set forth below.

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17 day of Dec, 2018, by Beverly Danford, President of COCOA ISLES ASSOCIATION, INC., on behalf of the corporation who produced Drivers license as identification and did not take an oath.

Carol A Manders  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:





RESTRICTIVE COVENANTS APPLICABLE TO  
COCOA ISLES EIGHTH ADDITION SUBDIVISION  
IN COCOA BEACH, FLORIDA

PLAT RECORDED IN PLAT BOOK 15, PAGE 28,  
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA  
EXCEPT LOTS 6 TO 9 BOTH INCLUSIVE IN BLOCK P

COCOA ISLES EIGHTH ADDITION

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned BANANA RIVER PROPERTIES, INC., is the owner in fee simple of the following described real estate in Brevard County, Florida:

All that tract of land known as Cocoa Isles Eighth Addition, in Cocoa Beach, Brevard County, Florida, as shown on plat recorded in Plat Book 15, page 28, of the public records of Brevard County, Florida, except Lots 6 to 9, both inclusive, in Block P; and

WHEREAS, the said owner is desirous of placing certain covenants and restrictions upon the use of the aforementioned property, said covenants and restrictions are to run with the title to said lots; and

WHEREAS, ELIZABETH S. CLAYTON, as mortgagee, does join in the execution of these restrictions for the purpose of subjecting her interest in said property to the said restrictions;

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein made, and other valuable consideration, the said owner for itself, its successors, legal representatives and assigns, hereby restricts the use, as hereinafter provided, of all the hereinabove described property as follows, to wit:

1. DURATION OF RESTRICTIONS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, at which time said covenants shall be automatically extended for successive periods of 10 years, unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
2. INVALIDITY: Invalidation of any one of these covenants by judgment, or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.
3. CONTROL: For the purpose of insuring the development of the lands platted as Cocoa Isles Eighth Subdivision as an area of high standards, the owner reserves the power to control the buildings, structures, and other improvements placed on each lot.
4. PLANS APPROVAL BY COMMITTEE: Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon each lot unless and

until the plans and specifications therefor and plot plan have been approved in writing by the committee hereinafter named. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications therefor and plot plans so approved. Refusal of approval of plans and specifications may be based on any ground which, in the sole and uncontrolled discretion of the committee, shall seem sufficient. Approval or disapproval of the plans and specifications and plot plans must be given within 30 days of the written request therefor. If the approval or disapproval is not given within 30 days, then such approval shall not be required, provided, however, that no building or structure shall be erected which violates any of the covenants herein contained.

5. RESIDENTIAL USE: All lots in the subdivision shall be known, and described as residential lots, (except Lots 6 to 9, both inclusive, in Block P). No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one, detached, single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and servant's room or utility room attached to the garage on the ground floor. No temporary residence, out-building, or guest house shall be constructed, except that a construction shed of a temporary nature shall be permitted on a lot provided, however, that such construction shed shall not remain on any lot for a period of more than 150 days, and no garage shall be constructed except as an integral part of the residence it is intended to serve, or as a detached garage constructed simultaneously with or after the main dwelling.

6. SET BACK RESTRICTIONS: No building, garages, or porches shall be erected on any lot nearer than 30 feet to the front lot line or nearer than 10 feet to either side lot line, or nearer than 15 feet to the rear lot line of lots having no water frontage; provided, however, that in case of corner lots, the set back from the side street lot line shall not be less than 20 feet, and also providing that on lots having less than 105 foot depth there may be a minimum front setback line which is 75 feet distant from the rear lot line but in no event shall said front setback line be nearer to the front lot line than 25 feet. Eaves, roofs, unroofed terraces, or other projections may be erected nearer the front, side, and rear set back lines herein established, but in no event shall eaves, roofs, unroofed terraces, and other projections extend more than 3 feet into the minimum front, side, and rear set back lines. Any building located on a water or canal front lot shall be at least 25 feet from the ordinary high water mark. Where two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. On corner lots where the house is to be erected to face the intersection of the two streets, in the discretion of the committee, the house may be erected so that one corner may come within 25 feet of the front street line.

6-A SWIMMING POOLS: The construction and use of swimming pools having an elevation of not exceeding 4 feet above normal grade are permitted provided that no excavations for swimming pools shall be nearer than 5 feet from any side or rear lot lines or easements of record or nearer than 25 feet from the front lot line, provided further that screens for pool decks, or patios shall conform to the building set back limitations.

7. TRAILERS PROHIBITED: No trailers, busses, trucks (except not over 3/4 ton pick-ups) or unlicensed car may be parked on any lot at any time.

8. REGULATION OF SIGNS: No signs of any character shall be displayed on any lot, except that the owner or his agent may display on the premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed; provided, however, that the form and size of such signs shall be first approved in writing by the committee.

9. MINIMUM SIZE OF RESIDENCE: No residence shall be erected on any lot, which is not a waterfront lot, containing a floor area of less than 1200 square feet. In the event of the construction of a two story residence on any lot which is not a waterfront lot, the first floor area shall not contain less than 850 square feet, and in the event of the construction of a one and one-half story residence on any lot not a waterfront lot, the first floor area shall contain not less than 1050 square feet.

No residence shall be erected on any waterfront lot containing a floor area of less than 1400 square feet. In the event of the construction of a two story residence on any waterfront lot, the first floor shall contain not less than 1000 square feet, and in the event of the construction of a one and one-half story residence on any waterfront lot, the first floor area shall contain not less than 1100 square feet.

The method of determining the square foot area of proposed building, structures, or additions or alterations to existing buildings shall be by multiplying the outside horizontal dimensions of the buildings or structures at each floor. Garages, carports, unglazed porches, patios, and terraces shall not be taken into account in calculating the sizes of buildings.

10. REGULATIONS OF WALLS AND FENCES: Boundary walls or fences shall not have a height of more than 4 feet in front yards or more than 5 feet in rear yards. No wall or fence of any type or height shall be erected on any lot until the type, height, materials design and location have been approved by the committee. The elevation of any wall or fence shall be measured from the existing elevations of the property along the applicable points or lines. Any questions as to heights shall be conclusively determined by the committee aforesaid.

11. REGULATION OF SEA WALLS: No sea wall or bulkhead shall be erected or constructed on any lot without the approval of the committee aforesaid as to the type, design, or construction. In any event, all sea walls and bulkheads shall be constructed with a height of not more than 3 feet above the ordinary high water mark.

12. REGULATIONS OF BOATHOUSES, DOCKS, ETC.: Boat landings, boathouses, docks, piers, and mooring posts shall be constructed only in accordance with plans and specifications therefor approved in writing by the committee aforesaid. Boat landings, boathouses, docks, piers, and mooring posts shall not be constructed so as to extend into the waterway beyond a distance of 12 feet from the normal water line of the waterway fronting the lot. The uppermost point of any boat landing, boathouse, dock, pier, or mooring post shall be no higher than 11 feet above the ordinary high water mark. No boat slip or canal shall be dug or excavated into any of the waterfront

lots without the approval of the committee as to location, design, or construction thereof. No vessel or boat shall be anchored or tied off shore in any of the waterways adjacent to the subdivision so that the same shall interfere with navigation. All owners and occupants of the lots fronting on water shall have an easement in common for the purpose of navigation in the waterways, and the conveyance of property bordering along the waterway or canal is limited to the platted property and does not include any water or submerged lands, except riparian or littoral rights provided by law, and such rights shall be limited to the side lot lines projected to a distance of 100 feet into Houseboat Creek or the center line of Houseboat Creek, whichever is less, on lots fronting on Houseboat Creek; provided, however, that the said Banana River Properties, Inc., its successors and assigns, shall not place any obstruction in the said canal.

13. FILLING IN PROHIBITED: No lot or parcel shall be increased in size by filling in the waters on which it abuts. The elevations of the lot shall not be changed so as to materially affect the surface grade of the surrounding lots.

14. NO LOT TO BE SUBDIVIDED: No lot shall be subdivided; provided that this limitation shall not apply to fractional lots or whole lots owned and occupied in conjunction with a full lot as one building unit.

15. NUISANCES: Nothing shall be done on any lot or any waterway which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. Clothesline shall be of tree type only. Garbage cans shall be of the underground type or completely concealed by hedges, lattice work or screening acceptable to the committee.

16. WASTE: No sewage, overflow from septic tanks, waste water, garbage, or other refuse from the premises shall be placed or emptied in or upon the shore line or waters of any canals or waterways, nor shall any refuse such as cans, cartons, discarded machines or furniture be placed in or on the shore line of the canals or waterways. Garbage cans, garbage, and other materials waiting to be hauled away from the premises shall be placed not less than 25 feet from the nearest street, and shall be hidden in suitable enclosures, such as shrubbery, hedges, latticed enclosures, underground containers, or by other means.

17. EASEMENT: The owner hereby reserves unto itself a perpetual, alienable, and releaseable privilege and right, on, over, and under the ground to erect, maintain, and use electric or telephone poles, wires, cables, conduits, sewers, water mains, and other equipment for the conveyance and use of electricity, telephone, gas, water, or other public conveniences, utilities or drainage on, in, or over the easements reserved for utilities or other purposes shown on said plot, and on or over the rear 5 feet of each and every lot, except water or canal lots, and on or over a three foot strip along the side line of each and every lot, and the said owner shall have the unrestricted right and power of alienation thereof and the unrestricted right and power to release said easement.

18. IRON, TIN, ETC., PROHIBITED: No corrugated iron, rolled siding, tin, or aluminum shall be used in the construction of any buildings in said subdivision, except that aluminum may be used

for trim, flashing, valleys, gutters, or downspouts, however, pre-finished aluminum, plastic, and other modern materials may be used in the construction of any building when specifically approved by the aforesaid committee and the Federal Housing Administration or The Loan Guaranty Division of the Veterans Administration.

19. ROOFS: The roofs shall be of a permanent construction and shall be constructed of asbestos, cement tile, clay tile, Bermuda style poured masonry, or built up roof with white stone or white gravel surface; provided that on outdoor patios, pool roofs and auxiliary structures the roofing may be of other materials to be approved in writing by the committee in its uncontrolled discretion.

20. BUSINESS PROHIBITED: No trade, business, profession, or any type of commercial activity shall be carried on upon any of the property of the subdivision.

21. CONNECTION TO SEWAGE SYSTEM: All lots with a structure thereon, and all buildings thereafter constructed in the subdivision, shall connect to the City of Cocoa Beach sewage system.

22. WAIVER OF MINOR SET BACK VIOLATION: Where a building is situated on any lot or building plot in this subdivision as now platted, or any subdivided or replatted lot, in such a manner as to constitute a violation of the covenant herein numbered 6, the committee shall have the right any time to release such lot or subdivided lot or building plot, or portions thereof, from such part or provisions of the said covenant numbered 6 which is violated; provided, however, that the committee shall not release a violation or violations of such covenant numbered 6 except as to violations it determines to be minor; and to be one foot or less.

23. COMMITTEE: The committee referred to herein shall be composed of A. H. Trafford and Thomas S. Kenney. In the event either of said members of the committee shall resign or be unable to act, a successor shall be appointed by the owner. At any time after January 1, 1991, or after the owner has sold all of the lots in said subdivision, whichever date is the later, then and in such event all privileges, powers, rights and authority shall be exercised by and vested in a committee selected by the owners of a majority of the lots in the subdivision.

24. REMEDIES FOR VIOLATION: For a violation or a breach of any of these restrictions by any person claiming by, through or under the owner, or by virtue of any judicial proceedings, the owner and the lot owners, or any of them severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to promptly enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions by any court of competent jurisdiction in no wise shall affect any of the other restrictions, but they shall remain in full force and effect.

25. VACATION OF PREVIOUS RESTRICTIONS: The plat of Cocoa Isles Eighth Addition, recorded in Plat Book 15, page 28, includes Lot 30 in Block G in the Cocoa Isles Sixth Addition Plat as recorded in Plat Book 14, page 4 and contains a replat of said lot, therefore,

the Restrictive Covenants executed and recorded affecting or relating to the said Sixth Addition are hereby annulled and vacated insofar as and only insofar as the same relates to Lot 30 in Block G of Cocoa Isles Sixth Addition and these Restrictions supersede all Restrictions previously recorded affecting Lot 30 in Block G, aforesaid.

IN WITNESS WHEREOF, BANANA RIVER PROPERTIES, INC. has caused its corporate name to be signed and its corporate seal to be affixed hereto and ELIZABETH S. CLAYTON has signed and sealed the same on this 3RD day of November, 1961.

Signed and Sealed by Banana River Properties, Inc. in the presence of:

Frank W. ...  
Robert W. ...

BANANA RIVER PROPERTIES, INC.

By: Thomas S. Kenney  
Thomas S. Kenney, President

Attest: Lilac S. Likon  
Lilac S. Likon, Secretary

Signed and sealed by Elizabeth S. Clayton in the presence of:

Donald S. Heaney  
...

Elizabeth S. Clayton (SEAL)  
Elizabeth S. Clayton

STATE OF FLORIDA )  
COUNTY OF BREVARD ) SS

Before me, the undersigned officer duly authorized to take acknowledgments, personally came Thomas S. Kenney and Lilac S. Likon, to me well known to be the President and Secretary respectively of Bananas River Properties, Inc., who executed the foregoing restrictions in behalf of said corporation, and acknowledged that they executed the same as such officers for the purposes therein expressed, the seal attached is the seal of Bananas River Properties, Inc., and that the said Declaration of Restrictions is the act and deed of said corporation.

WITNESS my official signature and seal at Cocoa, Florida, on the 3RD day of November, 1961.

Frank W. ...  
Notary Public, State of Florida  
at Large  
My commission expires:

STATE OF FLORIDA )  
COUNTY OF BREVARD ) SS

Before me, the undersigned officer duly authorized to take acknowledgments, personally came Elizabeth S. Clayton, known to me to be the person described in and who executed the foregoing Declaration of Restrictions, and acknowledged the execution thereof to be her free act and deed.

WITNESS my official signature and seal at Cocoa, Florida, on the 3RD day of November, 1961.

Frank W. ...  
Notary Public, State of Florida  
at Large  
My commission expires:

STATE OF FLORIDA )  
COUNTY OF BREVARD )  
278100  
1961 NOV 6 AM 8 25

MR. Tappin -6-

3

BH Prepared by and Return to:  
Bright House Networks, LLC  
720 Magnolia Avenue  
Melbourne, FL 32935

**EASEMENT AND MEMORANDUM OF AGREEMENT**

1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (defined below), for ten dollars and no cents (\$10), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Cocoa Isles Association, Inc ("Grantor") hereby grants to Bright House Networks, LLC, and Bright House Networks, LLC's successors and assigns (collectively, "Grantee"), a non-exclusive easement on Grantor's property located at 714 Catalina Rd., Cocoa Beach, FL 32931 and all its improvements (as described in the attached Exhibit A) (the "Property"). This easement shall be for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, maintain, market, upgrade, repair and replace a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of entertainment, video, Internet access, and other services that may be delivered over the System to and from the Property, as more fully provided in the Bulk Cable Service and Right of Entry Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). During and in accordance with the terms of the Agreement and this easement, the System shall be and remain the sole property of Grantee and Grantee shall have the exclusive right to access, control, possess, and operate the System. The System shall not be deemed affixed to or become part of the Premises. Grantor shall also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but shall not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee shall have and hold the easement, together with every right and appurtenance connected to it, for as long as Grantee holds a franchise or other legal right to deliver the services provided under the Agreement in the County of Brevard, Florida an additional ninety (90) days thereafter. Grantor, its successors and assigns hereby agree to warrant and forever defend the easement to Grantee against every person who claims any part of it.

This easement shall not amend, modify, terminate, release or discharge any party from its rights or obligations under any other written easement with respect to the Property. If Grantee currently has the right to serve the Property under any other written easement, then such other easement shall survive this easement and shall continue to bind the parties in accordance with its terms; provided, however, that in the event of any conflict between the terms of any such other easement and this easement during the term hereof, this easement shall control. This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.

2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee the right to market and provide bulk multi-channel video services and other services to Grantor and to residents and tenants of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

Cocoa Isles Association, Inc.

By: [Signature]  
Name: John Petrie  
Title: President

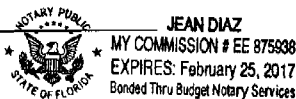
Witness: [Signature]  
Print Name: Marilyn A. Rigerman  
Witness: [Signature]  
Print Name: Pico S. #2

State of Florida }  
County of Brevard } ss:

This instrument was acknowledged before me by John Petrie as the President of Cocoa Isles Assoc on the 23<sup>rd</sup> day of May, 2013.

Witness my hand and official seal.

[Signature]  
Notary Public



[SEAL]

My commission expires: \_\_\_\_\_

Bright House Networks, LLC

By: [Signature]  
Paul E. Hanson, Jr.  
Title: Vice President of Operations/General Manager

Witness: [Signature]  
Print Name: Stasia Blackham  
Witness: [Signature]  
Print Name: Chris Mason

State of Florida }  
County of Brevard } ss:

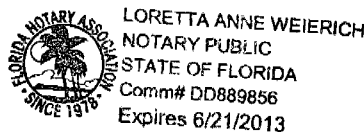
This instrument was acknowledged before me by Paul E. Hanson, Jr. as the Vice President of Operations and General Manager of Bright House Networks, LLC, on the 28 day of May, 2013.

Witness my hand and official seal.

[Signature]  
Notary Public

[SEAL]

My commission expires: 6-21-13





**Exhibit A to Easement and Memorandum of Agreement**

**Legal Description of Premises**

TOWNSHIP- 25      RANGE- 37      SECTION- 10      SUBD.- 03-0000P.0-0006.04

Condo Name: COCOA ISLES APTS CONDO AS DESC IN ORB 1287 PG 96 AND ALL AMENDMENTS  
THERE TO.

↙ H Prepared by and Return to  
Bright House Networks, LLC  
720 Magnolia Avenue  
Melbourne, FL 32935

## EASEMENT AND MEMORANDUM OF AGREEMENT

### 1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (defined below), for ten dollars and no cents (\$10), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Merritt Towers Condominium Association, Inc ("Grantor") hereby grants to Bright House Networks, LLC, and Bright House Networks, LLC's successors and assigns (collectively, "Grantee"), a non-exclusive easement on Grantor's property located at 200 S. Sykes Creek Parkway., Merritt Island, FL 32952 and all its improvements (as described in the attached Exhibit A) (the "Property"). This easement shall be for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, maintain, market, upgrade, repair and replace a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of entertainment, video, Internet access, and other services that may be delivered over the System to and from the Property, as more fully provided in the Bulk Cable Service and Right of Entry Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). During and in accordance with the terms of the Agreement and this easement, the System shall be and remain the sole property of Grantee and Grantee shall have the exclusive right to access, control, possess, and operate the System. The System shall not be deemed affixed to or become part of the Premises. Grantor shall also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but shall not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee shall have and hold the easement, together with every right and appurtenance connected to it, for as long as Grantee holds a franchise or other legal right to deliver the services provided under the Agreement in the County of Brevard, Florida an additional ninety (90) days thereafter. Grantor, its successors and assigns hereby agree to warrant and forever defend the easement to Grantee against every person who claims any part of it.

This easement shall not amend, modify, terminate, release or discharge any party from its rights or obligations under any other written easement with respect to the Property. If Grantee currently has the right to serve the Property under any other written easement, then such other easement shall survive this easement and shall continue to bind the parties in accordance with its terms; provided, however, that in the event of any conflict between the terms of any such other easement and this easement during the term hereof, this easement shall control. This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.

### 2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee the right to market and provide bulk multi-channel video services and other services to Grantor and to residents and tenants of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

Merritt Island Condominium Association, Inc.

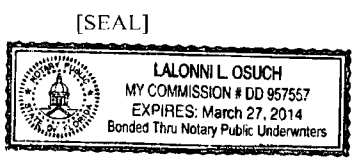
By: [Signature]  
Name: Bob Daria  
Title: President

Witness: [Signature]  
Print Name: Lalena Osun  
Witness: [Signature]  
Print Name: Ardel Barone

State of Florida }  
County of Brevard } ss:

This instrument was acknowledged before me by Robert Dorin as the Owner of Unit 105 on the 10<sup>th</sup> day of July, 2013.

Witness my hand and official seal.  
[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_



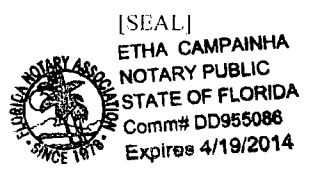
Bright House Networks, LLC  
By: [Signature]  
Paul E. Hanson, Jr.  
Title: Vice President of Operations/General Manager

Witness: [Signature]  
Print Name: Stasia Blackham  
Witness: [Signature]  
Print Name: Honetta Weirnich

State of Florida }  
County of Brevard } ss:

This instrument was acknowledged before me by Paul E. Hanson, Jr. as the Vice President of Operations and General Manager of Bright House Networks, LLC, on the 15 day of July, 2013.

Witness my hand and official seal.  
[Signature]  
Notary Public  
My commission expires: 4/19/2014



**Exhibit A to Easement and Memorandum of Agreement**

**Legal Description of Premises**

TOWNSHIP- 24      RANGE- 36      SECTION- 36      SUBD.- 0000289.2

Condo Name: COCOA ISLES APTS CONDO AS DESC IN ORB 1287 PG 96 AND ALL AMENDMENTS  
THERETO.

**NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**  
**Exclusive Use and Exclusive Marketing**

This Nonexclusive Installation and Service Agreement (“Agreement”) between ***Bright House Networks, LLC*** (“Operator”) and Cocoa Isles Association, Inc. (“Owner”) is dated this 1 day of October 2018 (“Effective Date”). Capitalized terms used in this Agreement shall have the same meaning as specified in the “Basic Information” Section below.

<b>BASIC INFORMATION</b>	
<b>Premises (or Property) (further described in Exhibit A):</b> Premises Name: Cocoa Isles Condominiums Number of Units: 18 Street Address: 714 CATALINA RD City/State/Zip: COCOA BEACH, FL 32931	
<b>Notices:</b> Owner Name: Cocoa Isles Association, Inc. Address: 400 ATLANTIC ST STAMFORD, CT 06901-3512 Phone:	
<b>Agreement Term:</b> The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 0 years unless either party provides written notice of termination not less than six (6) months prior to the end of the Agreement Term then in effect.	
<b>Start Date:</b> 10/1/2018	<b>Expiration Date:</b> 10/1/2023
<b>Services:</b> Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, “Video Service”), Internet access services, and/or voice services.	
<b>Equipment:</b> All above-ground and underground cables, fiber, internal wiring including cable home wiring and home run wiring, conduit, customer premises equipment such as converters/receivers/set top boxes and modems (“CPE”), electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) (as originally installed in the Premises and as otherwise modified by Operator thereafter) to provide the Services pursuant to the provisions of this Agreement. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	

**1. Grant.** In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises (including without limitation any buildings or units constructed on or added to the Premises hereafter). Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within ninety (90) days of such termination, shall be deemed abandoned and become the property of the Owner. The rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

**2. Services; Equipment.** Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises (“Residents”). Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, CPE, services or capabilities at any time during the Agreement Term. Operator may, with or without notice and without breaching this Agreement, disconnect or refuse to provide Services to any person who (i) fails to execute and/or abide by Operator’s standard customer agreements, terms of use or acceptable use policies, or other requirements imposed by Operator from time to time; or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall be entitled to charge the Resident Operator’s then-current standard disconnection and reconnection fees. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services, or add to, discontinue or change

the rates and Services or any features or components available to the Premises as Operator may deem necessary or desirable in its sole discretion.

Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. Operator's maintenance and repair obligation to the Internal Wiring (defined below) during the term of the Agreement is only to that Internal Wiring being used to serve its subscribers on the Premises. The Equipment shall always be owned by and constitute the personal property of the Operator, except that from the Effective Date, Operator shall convey all its right, title, and interest in and to the Internal Wiring to the Owner which shall be deemed to be owned by and constitute the personal property of the Owner. The internal wiring located within any building, which includes "cable home wiring" and "home run wiring"<sup>1</sup> (the "Internal Wiring") shall, without limitation, exclude CPE, electronics, active components, and exterior Equipment. Owner hereby grants to Operator the exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator's delivery of the Services, including signal interference and/or the operation of Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment (including the Inside Wiring) to provide services to the Residents or occupants. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Premises Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite without making use of the Owner's private property, the common areas of the Premises or the Equipment; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator's Services by the use of distinct facilities separate from the Equipment (subject to Section 3 "Marketing Privileges"); or (c) to the extent that such Resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider of services the right of access to the Premises to provide its services to Residents of the Premises as long as such grant does not interfere with Operator's delivery of Services on the Premises and does not breach Operator's rights granted pursuant to this Agreement.

Without limiting Operator's exclusive rights to use Internal Wiring and the Equipment, should either (A) an antenna, or signal amplification system; (B) any Owner modification, relocation of, and/or work on the Internal Wiring hereunder; or (C) any damage to or use of the Internal Wiring by Owner or another provider of services granted access to the Premises to provide its service interfere with the provision of Operator's Services hereunder, Owner shall eliminate such interference immediately. Owner shall be responsible and reimburse Operator for damage to any part of the System or Equipment caused by Owner or its affiliates and its and their employees, contractors or agents. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

**3. Marketing Privileges.** Operator shall have the exclusive right to market and to promote the Services and any comparable services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in

<sup>1</sup> The terms "cable home wiring" and "home run wiring" are defined at 47 CFR §§ 76.5(l) and 76.800(d).

welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the Residents, and allowing, at Operator's request, the display of advertising materials in common areas of the Premises and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have the exclusive right to market the provision of WiFi at the Premises.

**4. Assignment.** This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowner's association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

**5. Representations and Warranties.** Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto.

**6. Breach of Agreement.** In the event of a default by a party hereto in addition to rights available at law or in equity, the non-defaulting party may terminate this Agreement after 30 days' prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.

**7. Indemnification.** Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

**8. Warranties; Limitation of Liability.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Notwithstanding anything to the

contrary stated hereunder, Operator will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

**9. Automatic Default.** Owner agrees during the term of this Agreement not to authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of this Agreement.

**10. Recording.** Simultaneously with the execution of this Agreement Owner will sign before a notary an easement in the form of **Exhibit A** attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time. This easement is in addition to the other access rights granted by this Agreement.

**11. Severability.** If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

**12. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by any event beyond such party's reasonable control (a "Force Majeure Event"), including (but not limited to) acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers. Such nonperformance will be excused only for so long as such condition exists.

**13. Miscellaneous Provisions.** This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement as applies to the Premises, and may not be amended except by a written agreement signed by the parties.

**14. Mandatory Access Laws.** Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

**15. Jurisdiction.** This Agreement shall be governed by federal law and the laws of the state in which the Premises is located (excluding said state's choice of law provisions).



**IN WITNESS WHEREOF**, the parties have set their hands on the date indicated in their respective acknowledgments.

**OPERATOR**

Bright House Networks, LLC

By: Charter Communications, Inc., its Manager

By: Tim Henderson  
Tim Henderson, Nov 21, 2018

Printed Name: Tim Henderson

Title: Director, Spectrum Community Solutions

Date: Nov 21, 2018

**OWNER**

Cocoa Isles Association, Inc.

By: Beverly Danford

Printed Name: Beverly Danford

Title: President

Date: 10/27/18

**EXHIBIT "A"**

**GRANT OF EASEMENT  
(attached)**

**GRANT OF EASEMENT**

RECORDING REQUESTED BY AND }  
WHEN RECORDED MAIL TO: }  
Charter Communications }  
Attn: Community Solutions }  
Address: 3611 Queen Palm Drive (2<sup>nd</sup>) Floor }  
Tampa, FL 33619 }

*Above for recorders use only*

**THIS GRANT OF EASEMENT** is made effective as of this 1 day of October, 2018, by and between Cocoa Isles Association, Inc. ("Owner") and Bright House Networks, LLC ("Operator"). The parties agree as follows:

- 1. PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 714 CATALINA RD, County of Brevard, City of COCOA BEACH, State of FL with a legal description as set forth in Exhibit A to this Easement.
- 2. GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a non-exclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.
- 3. BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 4. SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of \_\_\_\_\_ ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewals.

**OPERATOR:**  
Bright House Networks, LLC  
By: Charter Communications, Inc., its Manager

**OWNER:**  
Cocoa Isles Association, Inc.

By: Tim Henderson  
By: \_\_\_\_\_, dated Nov 21, 2018  
Printed Name: Tim Henderson  
Title: Director, Spectrum Community Solutions  
Date: Nov 21, 2018

By: Beverly J. Danford  
Printed Name: Beverly J Danford  
Title: President  
Date: 10/27/18

NOTARY

State of FL

County of Polk

This instrument was acknowledged before me on 11-21-18 (date) by Tim Henderson (name(s) of person(s)) as Manager (type of authority, e.g., officer, trustee, etc.) of [enter Charter entity legal name here]. (name of party on behalf of whom instrument was executed)

[Signature]  
(Signature of notarial officer)  
(Seal, if any)



SCS-08  
Title (and Rank)  
My commission expires: 6-17-19

NOTARY

State of Florida

County of Brevard

This instrument was acknowledged before me on October 27, 2018 (date) by Beverly Danford (name(s) of person(s)) as president (type of authority, e.g., officer, trustee, etc.) of Coopa Isles Association Inc (name of party on behalf of whom instrument was executed)

[Signature]  
(Signature of notarial officer)  
(Seal, if any)



**EXHIBIT "A"**  
[Owner to insert legal description of Premises.]

**Exhibit B**

Address List of units provided by Owner served under this Addendum

**EXHIBIT A**

**Legal Description of Premises**

TOWNSHIP- 25      RANGE- 37      SECTION- 10      SUBD.- 03-0000P.0-0006.04

Condo Name: COCOA ISLES APTS CONDO AS DESC IN ORB 1287 PG 96 AND ALL AMENDMENTS  
THERE TO.

**Signature:** Tim Henderson  
Tim Henderson (Nov 21, 2013)

**Email:** Tim.Henderson@charter.com

**Title:** Director, Spectrum Community Solutions

**Company:** Charter Communications Inc.

OWNERS NAME	PROPERTY ADDRESS	MAILING ADDRESS	CITY	STATE	ZIP CODE	Phone
George & Maureen Culverson	714 Catalina Rd. #1, Cocoa Beach, FL 32931	69 Valley Bluff Drive	Hamilton	GA	31811	
Gabriel & Nicole Hensley	714 Catalina Rd. #2, Cocoa Beach, FL 32931	433 Blakey Blvd.	Cocoa Beach	FL	32931	
Beverly Danford	714 Catalina Rd. #3, Cocoa Beach, FL 32931	714 Catalina Rd. #3	Cocoa Beach	FL	32931	
Gary & Lisa Clark	714 Catalina Rd. #4, Cocoa Beach, FL 32931	5 Willow Green Drive	Cocoa Beach	FL	32931	
Leonard & Petra Appling	714 Catalina Rd. #5, Cocoa Beach, FL 32931	3739 Sunward Drive	Merritt Island	FL	32953	
Jack & Judith Hamilton	714 Catalina Rd. #6, Cocoa Beach, FL 32931	714 Catalina Rd. #6	Cocoa Beach	FL	32931	
Frank Schiavone	714 Catalina Rd. #7, Cocoa Beach, FL 32931	30 Scotland Ave. Unit A	Madison	CT	06443	
Richard & Patricia Parson	714 Catalina Rd. #8, Cocoa Beach, FL 32931	1720 Beryl Road	Akron	OH	44312	
Lorelle & John Proferes	714 Catalina Rd. #9, Cocoa Beach, FL 32931	714 Catalina Rd. #9	Cocoa Beach	FL	32931	
Michael Miller	714 Catalina Rd. #10, Cocoa Beach, FL 32931	303 Lindsey Court	Cape Canaveral	FL	32920	
Lewis & Samantha Edward	714 Catalina Rd. #11, Cocoa Beach, FL 32931	8107 Twelfth Corps Drive	Fredericksburg	VA	22407	
Anthony & Mayo Walker	714 Catalina Rd. #12, Cocoa Beach, FL 32931	714 Catalina Rd. #12	Cocoa Beach	FL	32931	
714 Catalina Rd LLC	714 Catalina Rd. #14, Cocoa Beach, FL 32931	1735 E. Riviera Drive	Merritt Island	FL	32952	
Connie Cunic & Lillian Lamb	714 Catalina Rd. #15, Cocoa Beach, FL 32931	P.O. Box 321242	Cocoa Beach	FL	32932	
Connie Cunic & Lillian Lamb	714 Catalina Rd. #16, Cocoa Beach, FL 32931	P.O. Box 321242	Cocoa Beach	FL	32932	
Gary & Lisa Clark	714 Catalina Rd. #17, Cocoa Beach, FL 32931	5 Willow Green Drive	Cocoa Beach	FL	32931	
Joan Annarella	714 Catalina Rd. #18, Cocoa Beach, FL 32931	714 Catalina Rd. #18	Cocoa Beach	FL	32931	
Sue Edge Trust	714 Catalina Rd. #19, Cocoa Beach, FL 32931	126 E. Park Lane	Cocoa Beach	FL	32931	