

# CERTIFICATE OF AMENDMENTS

## TO DECLARATION OF CONDOMINIUM OF OCEAN WALK, a CONDOMINIUM

THE UNDERSIGNED Officers of the OCEAN WALK BEACH CONDOMINIUM ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain OCEAN WALK, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2559, Page 1787, et. Seq., Public Records of Brevard County, Florida, hereby certify and confirm that the amendments set forth below were approved by not less than seventy-five percent (75%) of the units voting, in person or by proxy, at the annual membership meeting held January 20, 2004. The undersigned further certify and confirm that these amendments were proposed and adopted in accordance with the condominium documentation, and applicable law.

Additions indicated by underlining  
Deletions indicated by strike-through  
Unaffected, omitted, language indicated by ...

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	Serv: 0.00
Trust: 1.50	Rec: 9.00	Excise: 0.00
Mtg: 0.00		nt Tax: 0.00



CFN 2004028311 01-29-2004 02:00 pm  
OR Book/Page: 5184 / 0411

### DECLARATION

### ARTICLE XI

### USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists, and these restrictions shall be covenants running with the land and shall be binding upon the Association and the apartment owners and their respective heirs, devisees, executors, administrators, successors and assigns, but said restrictions shall not be binding upon the Developer.

...

C. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common elements, except that unit owners may have not more than one (1) dog, cat or other household pet per unit and subject to the Rules and Regulations adopted from time to time by the Association. No pet shall exceed fifteen (15) pounds in weight. All pets must be carried in arms when in or upon any part of the gated area and on the walkways outside of the first floor unsecured units. No pets are allowed in the exercise room, lounge or pool area.

...

F. Children. Only one (1) child who has not yet attained the age of eighteen (18) years shall be permitted to reside in any of the units, provide, however, that children under such age may visit and temporarily reside in a unit, provided such temporary residence shall not exceed thirty (30) days within any consecutive twelve (12) month period.

**F. G. Leasing.** An apartment owner may not lease his apartment without prior approval of the Association. If the lessee thereof violates any provision of this Declaration, the By-laws or the Rules and Regulations adopted pursuant thereto, the Association may, upon twenty-four (24) hours written notice delivered to the said lessee, terminate said lease and the owner may not again lease any apartment to said lessee without the prior approval of the Association; and notwithstanding said lease, the owner shall continue to be liable for all of his duties and obligations hereunder. The minimum lease period shall be one (1) month. For the purpose of this paragraph, any rental agreement, whether written or oral, providing for the use of the apartment by a non-owner third party, shall be considered a lease.

**GH. Rules and Regulations.** Reasonable Rules and Regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

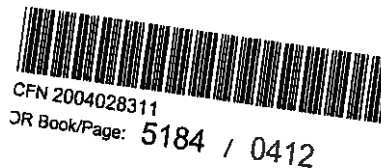
**I. Proviso.** ~~Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium project, as defined herein, or until Developer shall elect to terminate its control over the condominium, whichever occurs first, neither the apartment owners nor the Association nor their use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of an apartment sales office, the showing of property and the display of signs.~~

(The remainder of the Declaration is unchanged.)

Executed this 29 day of January, 2004

OCEAN WALK BEACH CONDOMINIUM-  
ASSOCIATION, INC.

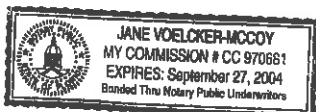
By: Faith M. Kidwell  
Print Faith Kidwell  
Address 2225 Hwy A1A  
Indian Harbour Beach, FL 32937



STATE OF FLORIDA )  
COUNTY OF BREVARD)

Before me, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Faith M. Kidwell, to me personally known to be the Community Association Manager of OCEAN WALK BEACH CONDOMINIUM ASSOCIATION, INC., or having produced FLA. K340253-96-961-0 as identification and did/did not take an oath, and acknowledged before me that she freely and voluntarily executed the same as such manager, under authority vested in her by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 29 day of January, 2004.




Jane Voelker-McCoy  
Notary Public, State of Florida at Large.  
Printed Name: Jane Voelker-McCoy  
My Commission expires: 09/27/04

CERTIFICATE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
OCEAN WALK, A CONDOMINIUM

THE UNDERSIGNED Officers of the OCEAN WALK BEACH CONDOMINIUM ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain OCEAN WALK, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 2559, Page 1787, et. seq., Public Records of Brevard County, Florida, hereby certify and confirm that the amendment set forth below was approved by not less than seventy-five percent (75%) of the units voting, in person or by proxy, at a special membership meeting held March 11, 2002, as evidenced in the attached documents signed by the unit owners approving this amendment. The undersigned further certify and confirm that this amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

additions indicated by underlining  
deletions indicated by ~~(strike-throughs)~~  
uneffected, omitted language indicated by ellipsis (...)

  
CFN 2002103118 04-25-2002 09:20 am  
OR Book/Page: 4579 / 1742

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 7	#Names: 2	
Trust: 4.00	Rec: 29.00	Serv: 0.00
Excise: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**ARTICLE IX**

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

B. The BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the Association included in the CONDOMINIUM PROPERTY are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation, excavating costs, and other items normally excluded from coverage, as determined annually by the Association. Prior to obtaining any casualty insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the Association, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be effected pursuant to this Paragraph. Such coverage shall afford protection against:

- 1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- 2) Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.
- 3) Except as otherwise set forth herein, the hazard insurance policy shall cover, among other things, all of the UNITS within the CONDOMINIUM including, but not limited to, load-bearing partition walls, doors, stairways, ~~kitchen cabinets and fixtures, built-in kitchen~~

~~appliances, electrical fixtures and bathroom cabinets~~ and fixtures, all as originally supplied by Developer or having a value not in excess of that originally supplied by Developer. The hazard insurance policy shall not include any improvements made in any UNIT having a value in excess of that originally supplied by the Developer, or any furniture, furnishings, or other personal property installed or brought into a UNIT, from time to time, by the UNIT OWNERS or residents of a UNIT, or their guests or invitees.

Every hazard policy which is issued to protect a condominium building shall provide that the word "BUILDING" or "BUILDINGS" wherever used in the policy include, but not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual UNITS initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the UNIT was initially conveyed if the original plans and specifications are not available. The word "BUILDING" or "BUILDINGS" does not include UNIT floor coverings, wall coverings, or ceiling coverings, and does not include the following equipment if it is located within a UNIT and the UNIT OWNER is required to repair or replace such equipment: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets.

In this regard, each UNIT OWNER shall be responsible for insuring: personal property located within the UNIT; ceiling, floor and wall coverings; electrical fixtures, appliances, air conditioning and heating equipment, water heaters, and built-in cabinets, to the extent these items are located within the Unit boundaries and are to be repaired and replaced by the UNIT OWNER. The UNIT OWNERS shall also be responsible to insure any portion of the Condominium Property which may be removed from the Association's insurance responsibilities by virtue of future amendments to the Condominium Act or to Section 718.111(11), Fla. Statutes (2002). Nevertheless, any insurance required to be maintained by the UNIT OWNERS by the terms hereof may be included in the insurance coverage purchased by the Association, and paid for as part of the Common Expenses, if so determined by the Association Board of Directors, unless prohibited by law.

## ARTICLE X

### RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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 Association'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 ~~specifically~~ assessed to make up the deficiency, ~~irrespective of a determination as to whether~~ unless 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, in which case the affected apartment owner(s) shall be responsible to pay for the restoration, repair or reconstruction. All claims for damages hereunder must be promptly asserted. Notice of a claim shall be asserted within the time limit contained in the applicable insurance policy to assert that claim, or sixty (60) days after the owner knew or should reasonably have known of the claim, whichever is earlier.

## ARTICLE XV

### AMENDMENT OF DECLARATION



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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 approved by the owners of at least seventy-five percent (75%) of the units whose votes were cast in person, or by proxy, at the meeting duly held in accordance with the By-laws and Articles of Incorporation of the Association, 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 ....

(The Remainder of the Declaration is unchanged)

Executed this 24<sup>th</sup> day of APRIL, 2002.

Signed, sealed and delivered  
in the presence of witnesses:

OCEAN WALK BEACH CONDOMINIUM  
ASSOCIATION, INC.

Ray S. Mullin Jr.  
Print RAY S. MULLIN JR.

By: Robert F. Koke  
Print ROBERT F. KOKE  
President

Phyllis S. Patterson  
Print PHYLLIS S. PATTERSON

Address 2225 HIGHWAY A1A #510  
INDIAN HARBOUR BEACH, FL 32937

ATTEST:

Ray S. Mullin Jr.  
Print RAY S. MULLIN JR.

By: Joanne Dannemiller  
Print Joanne Dannemiller  
Secretary

Phyllis S. Patterson  
Print PHYLLIS S. PATTERSON

Address 2225 HWY A1A #808  
Indian Harbour Beach FL 32937

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared ROBERT F. KOKE and JOANNE DANNEMILLER, to me personally known to be the President and Secretary, respectively, of OCEAN WALK BEACH CONDOMINIUM ASSOCIATION, INC., or having produced \_\_\_\_\_ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 24<sup>th</sup> day of APRIL, 2002.

Janie Harrah-Dotts  
Notary Public, State of Florida at Large.  
Printed Name: Janie Harrah-Dotts  
My commission expires: 3-11-05

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