

**BEACH WINDS CONDOMINIUM
ASSOCIATION INC.**

**GOVERNING
DOCUMENTS**

A copy of these documents will be provided to each member of the Beach Winds Board of Directors and is intended to be passed along to new Board members for guidance in Beach Winds governance. (prepared March 2019, updated January 2021)

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GOVERNING DOCUMENTS

BEACH WINDS CONDOMINIUM ASSOCIATION INC.

- Sec. 1. BEACH WINDS DECLARATION OF CONDOMINIUM (as amended),
- Sec. 2. ARTICLES OF INCORPORATION OF BEACH WINDS CONDOMINIUM ASSOC.
- Sec. 3. BYLAWS OF BEACH WINDS CONDOMINIUM INC.
- Sec. 4. RULES & REGULATIONS OF BEACH WINDS CONDOMINIUM

DISCLAIMER: THIS PACKAGE OF GOVERNING DOCUMENTS HAS BEEN ASSEMBLED BY THE BW BOARD OF DIRECTORS FOR THE PURPOSE ALLOWING OWNERS AND INTERESTED PARTIES TO PERUSE ALL GOVERNING DOCS AND SUBSEQUENT AMENDMENTS IN ONE PLACE, WITHOUT STRIKEOUTS/DELETIONS. WHILE EVERY EFFORT HAS BEEN MADE TO TRANSCRIBE ACCURATELY, ONLY THE OFFICIAL RECORD AS RECORDED IN BREVARD COUNTY IS LEGALLY BINDING.

Hierarchy of FL Condominium Governance

- 1) FL Statute 718, “The Condominium Act”
- 2) Beach Winds (BW) Declaration of Condominium
- 3) Beach Winds Bylaws
- 4) Beach Winds Rules & Regulations

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DOCUMENT CONTENTS:

<u>Date</u>	<u>Description</u>	<u>Official Record Ref.</u>
1977OCT06	Declaration of Condominium	*O.R. ref. 1801 / 867-888, Surveyor's Certificate Phase I,
1977OCT06	Surveyor's Certification for BW Condominium	*O.R. ref. 1801 / 889-905 is not included in this assembly
1977JUN27	Articles of Incorporation	*O.R. ref 1801 / 906-914
1977OCT06	Bylaws of Beach Winds	*O.R. ref. 1801 / 915-925
1997JUL07	Hurricane Shutters	*O.R. ref. 3700 / 3311-3313
1999DEC14	Amended Article XIII	*O.R. ref. 4111 / 0882-0885
2004SEP22	Amended Articles V, VI, VII, VIII, IX, X, XXIV	*O.R. ref. 5363 / 0335-0336 and 5363 / 0280-0297
2020JAN14	Amended Article IV STAGGERED TERMS FOR DIRECTORS	*O.R. ref. BK 8637 / PG 354
2021JAN??	Amended Articles VII(e), VIII (g) EMERGENCY SPEC. ASSESSMENTS	*O.R. ref
2019MAR28	Amended BW Rules & Regulations	Not part of 'official records (*O.R.) as recorded in Brevard County

Note: All verbiage in **BOLD GREEN** has been amended from the original filing on October 6, 1977 and subsequent amendments. Please view 'official records' (O.R.) references from the Brevard Co. Public Records website.

Navigation Tips: The index is hyperlinked (hover and control-click) for direct navigation and the ↶ symbol at the top right of each page will return you to the index.

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**DECLARATION
OF
BEACH WINDS, A
CONDOMINIUM,
(1977 PHASE I AND SUBSEQUENT
AMENDMENTS)**

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AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

	<u>Description</u>	<u>Adopted</u>	<u>Recorded</u>	<u>Page</u>
#1.	HURRICANE SHUTTERS	1997JUL07	1997AUG19	31
#2.	Amendment of Declaration (from 75% to 66 2/3%)	1999DEC14	2000JAN14	33
#3.	Amendments to Articles V, VI, VII, VIII, IX, X, XXIV	2004SEP22	2004SEP22	35
#4.	Amendments to Article VI	2019DEC09	2020JAN14	12
#5.	Amendments to Articles VI (e) Article VIII (g)	2020DEC09		18

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Declaration of Condominium of Beach Winds, A Condominium, Phase I

Beach Winds, Inc. hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (Hereinafter sometimes called "this Declaration") as and for a plan of condominium apartment ownership for Beach Winds, A Condominium, Phase I 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 receiving and by 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.

**Section 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, County of Brevard and State of Florida, which property is more particularly described as follows; to-wit:

A portion of that tract of land designated as both Tracts 5 and 6 as shown on plat of re-subdivision of S. half blocks 19 and 20 and all of Blocks 21 to 32, inclusive, Plat of Seacrest Beach, according to the plat thereof recorded in Plat Book 9 at Page 27 of the Public Records of Brevard County, Florida, the same being more particularly described as follows:

Commence at the intersection of the East right of way line of State Road A1A, with the centerline of the vacated Aster Avenue as shown on the aforementioned plat; thence run S 89 degrees 32' 50" E along said centerline and it's prolongation Easterly for 938.67 feet to the mean high water line of the Atlantic Ocean, said point being the point of beginning of the following described parcel of land:

Thence run N 89 degrees 32' 50" W back along the last described course for 304.25 ' more or less to the point that is 634.42' E of the E right of way line of State Road A1A, said 634.42' being measured along the aforesaid centerline of vacated Aster Avenue; thence run S 0 degrees, 27' 10" W for 107.00'; thence run N 89 degrees, 32' 50" W for 150.00'; thence run S 0 degrees 10" for 5'; thence run N 89 degrees 32' 50" W for 144'; thence run N 0 degrees, 27' 10" E for 33'; thence run N 89 degrees, 32' 50" W for 317.97' to a point of the W right of way line of State Road A1A; then run Southeasterly along the arc of a curve left for a chord distance of 34.31', whose bearing is S 15 degrees 24' 49" E through a radius of 3769.83'; thence run S 89 degrees 32' 50" for 283.59'; thence run S 0 degrees 27' 10" W for 76.09'; thence run N 89 degrees 32' 50" W for 96.96'; thence run S 0 degrees 27' 10" W for 145' to a point on the centerline of the [cont'd]

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vacated Marigold Avenue, as shown on the aforementioned plat; thence run S 89 degrees 30' 40" E along said centerline and its prolongation Easterly for 694' more or less to the mean high water line of the Atlantic Ocean; thence meander Northerly along said mean high water line for 334' more or less to the point of beginning said parcel contains 4.426 acres more or less.

And on which property the Developer owns one eight-story apartment building(s) containing a total of sixty-one 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 Beach Winds, A Condominium, Phase I hereinafter referred to as the "condominium".

The provisions of the Florida Condominium Act are hereby adopted herein by express references and shall govern the Condominium and the right, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the Bylaws and Articles of Incorporation of Beach Winds Condominium Association, Inc.

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

Section II
Survey and Description of Improvements

Attached hereto and made a part hereof, and marked "Exhibit A", consisting of twelve pages, Exhibit "B" consisting of two 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:

Allen Engineering, Inc.
by John Campbell, Professional Land Surveyor, #2351, State of Florida,

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 as follows:

Building I

<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>
102	201	301	401	501	601	701	801
103	202	302	402	502	602	702	802
104	203	303	403	503	603	703	803
105	204	304	404	504	604	704	805
106	205	305	405	505	605	705	806
107	206	306	406	506	606	706	808
108	207	307	407	507	607	707	
	208	308	408	508	608	708	

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It is anticipated that the condominium project will be expanded by the addition of one eight-story building containing a total of twenty-four (24) apartments and one two-story building containing a total of fifteen (15) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. Phase II shall consist of Building II which is described in detail in the surveys, graphic description and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase II is located is more particularly described as follows:

A portion to that tract of land designated as both Tracts 5 and 6 as shown on plat of re-subdivision of S. Half Blocks 19 and 20 and all of Blocks 21-32, inclusive, plat of Seacrest Beach, according to the plat thereof recorded in Plat book 9 at Page 27 of the Public Records of Brevard County, Florida, the same being more particularly described as follows:

Begin at the intersection of the East right of way line of State Road A1A with the centerline of the vacated Aster avenue as shown on the aforementioned plat; thence run S 89 degrees 32' 50" E along said centerline for 634.42'; thence run S 0 degrees 27' 10" W for 107.00'; thence run N 89 degrees 32' 50" W for 150'; thence run S 0 degrees 27' 10" W for 5'; thence run N 89 degrees 32' 50" W for 144'; thence run N o degrees 27' 10" E for 33'; thence run N 89 degrees 32' 50" W for 317.97' to a point on the East right of way line of State Road A1A; Thence run Northeasterly along the arc of a curve to the right for a chord distance of 82.13' whose bearing is N 15 degrees 24' 49" W through a radius of 2769.83' to the point of beginning, said parcel contains 1.336 acres more or less.

Phase III shall consist of Building III which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase III is located is more particularly described as follows:

A portion to that tract of land designated as both Tracts 5 and 6 as shown on plat of re-subdivision of S. Half Blocks 19 and 20 and all of Blocks 21-32, inclusive, plat of Seacrest Beach, according to the plat thereof recorded in Plat book 9 at Page 27 of the Public Records of Brevard County, Florida, the same being more particularly described as follows:

Commence at the intersection of the East right of way line of State Road A1A with the centerline of the vacated Aster Avenue as shown on the aforementioned plat; thence run Southeasterly along the arc of said East right of way line of State Road A1A on a chord of 116.44' whose bearing is S 15 degrees 24' 49" E to the point to beginning of the following described parcel of land; thence run S 89 degrees 32' 50" E along a line that is parallel with the aforesaid centerline of Aster Avenue for 283.59'; then run S 0 degrees 27' 10" W for 76.09'; thence run N 89degrees 32' 50" W for 96.96'; thence run S 0 degrees 27' 10" W for 145' to a point on the vacated centerline of Marigold Avenue as shown on the aforementioned plat; then run N 89 degrees 30' 40" W along said centerline for 118.06' to a point on the East right of way line of State Road A1A; then run N 17 degrees 17' 02" W along said right of way line for 169.56' to the point of curve of a circular curve to the right whose radius is 3769.83'; then run Northwesterly along the arc of said curve for a chord distance of 67.06' on a chord bearing of N 15 degrees 25' 49" W to the point of the beginning, said parcel contains 0.946 acres more or less.

Eight (8) of the twenty-four (24) units in Phase II are two-bedroom, two-bath apartments and sixteen (16) of the twenty-four (24) units in Phase II are two-bedroom, two bath apartments with family room. Phase III consists of fifteen (15) two-bedroom, two and one-half bath townhouses. When Phase II is added, each unit owner will own an undivided one- eighty-fifth (1/85) share in the common elements. When Phase III is added, each [cont'd]

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Owner will own an undivided one-one- hundredth (1/100) share in the common elements. The recreational areas and facilities to be owns as common elements by all unit owners are described in Exhibit "A" attached hereto. Initially, there shall be a total of sixty-one (61) votes to be cast by the owners of the condominium units. When Phase II is added, there shall be a total of eighty-five (85) votes to be cast by the owners of the condominium units. When Phase III is added, there shall be a total of 100 hundred (100) votes to be cast by the owners of the condominium units. The owner of each condominium unit shall be entitled to case one vote as provided in Article VI of this Declaration of Condominium. If a phase is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase but shall be as provided in this paragraph. Each of the unit owners shall have a non-exclusive easement to the recreational facilities with the occupants of Building II and Building III until such time as Phase II and Phase III are added. In the event Phase II or Phase III is not added, all unit owners shall continue to have a non-exclusive easement with the occupants of Building II and building III, or both.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phase I.

Section 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 of owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided 1/61 share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall 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 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 the person executing such instrument and an undivided 1/61 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 is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in the unit together with an undivided interest in the common property subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have an appurtenance to their units a perpetual easement of ingress to and egress from their units over walks, terraces, paved driveways and other common property from and to the [cont'd]

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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 Beach Winds Condominium 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 Association set forth herein; however, that access to the units shall only be at the 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, as an undivided 1/61.

Section 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 surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit A, Sheets 5-12 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, relating to the elevations of the apartments, are shown in notes on said plat.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plat plans. 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. In addition, there are sixty (60) garages, numbered A-1 through A-30, inclusive, and B-1 through B-30, inclusive, the boundaries of which are more specifically shown in Exhibit "C" attached hereto, which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said spaces are hereby made limited common elements.

Expenses of maintenance, repair or replacement relating to the limited common elements shall be treated as and paid for as a part of the common expenses of the Association, except the expenses of maintenance relating to the floor and ceiling surfaces shall be borne by and assessed against the individual unit owner. However, the expense 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 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 [cont'd]

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all personal property held and maintained for the joint use and enjoyment of all owners of the apartments.

There are located on the common grounds of the condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

Section V. (Amended 2004SEP22)**Administration of Condominium by Beach Winds Condominium Association, Inc.**

The operation and management of the condominium shall be administered by: Beach Winds Condominium Association, Inc. a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association".

The Association 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 Association, and the rules and regulations of the Association (hereinafter these documents may be collectively referred to as the "Governing Documents") as specifically provided for under Article X, Section e, of this Declaration, as well as all 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, and rules and regulations. True and correct copies of the Articles of Incorporation and the Bylaws are attached hereto, made a part hereof, and marked Exhibit "D", Exhibit "E", respectively.

Section VI (Amended 2004SEP22), (Amended 2020JAN14)
Membership and Voting rights

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units (said "units" may also be referred to as "Units", "apartments", or "Apartments" throughout the Governing Documents) 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 (also referred to throughout the Governing Documents as "Members", "owners", or "Owners") and their memberships shall automatically terminate when they no longer own such interest. The Board of Administration of the Association (hereinafter the "Board of Administration" or "Board of Administration" may be referred to as the "Board") shall have the right to exclude from any meeting (including budget meeting) of the Board, an Annual or Special Meeting of the Members, any person who is not a Member or any Member's duly authorized and designated attorney.

There shall be a total of sixty-one 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 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 on behalf of the owners of such condominium unit of which he 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 Administration 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 the condominium unit (or a

1 partial owner of a condominium unit where such unit is owned by more than one individual, or if a unit is
2 owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation
3 may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the
4 date of recording of the Declaration of Condominium.

5 At the annual meeting and election held in 2020, the three (3) Directors receiving the greatest number of votes
6 of the members shall be elected to serve for a two-year term. Any tie shall be decided by drawing straws. The
7 remaining two (2) Directors shall serve for a one-year term. Thereafter, each Director elected shall serve a
8 two-year term, so that Director terms are staggered. The provisions hereof supersede and control over any
9 inconsistent provisions in the Articles or Bylaws.

10 **O.R. REF 1801 page 875 (deleted)**

11 **CFN: 20044301579 (showing deletions)**

12 **O.R. BOOK/PAGE: 5363 / 0281**

13
14 ~~The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year~~
15 ~~and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate~~
16 ~~estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the~~
17 ~~common property and public liability insurance for the common property, operating expenses, maintenance~~
18 ~~expenses, repairs, utilities, replacement reserve, and reasonable operating expenses, for the common property.~~
19 ~~Failure of the Board to include any items in the annual budget shall not preclude the Board from levying an~~
20 ~~additional assessment in any calendar year for which the budget has been projected. In determining such~~
21 ~~common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen~~
22 ~~percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for~~
23 ~~the payment to the Association of 1/61 of the common expenses as determined in the said budget.~~

24
25 ~~After adoption of a budget and determination of the annual assessment per unit, the Association shall assess~~
26 ~~such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member~~
27 ~~representing each unit at such member's most recent address as shown by the books and records of the~~
28 ~~Association. One 1/12 of the annual assessment shall be due and payable in advance to the Association on the~~
29 ~~first day of each month.~~

30
31 ~~Special assessments made be made by the Board of Administration from time to time to meet other needs or~~
32 ~~requirements of the Association in the operation and management of the condominium and to provide for~~
33 ~~emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special~~
34 ~~assessment which is not connected with an actual operating, managerial or maintenance expense of the~~
35 ~~condominium, shall not be levied without the prior approval of the members owning at least forty six of the~~
36 ~~apartments in the Condominiums.~~

37
38 ~~The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by~~
39 ~~reason of such apartments owner's waiver of the use and enjoyment of any of the common elements of the~~
40 ~~condominium or by his abandonment of his apartment.~~

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

~~The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements and limited 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 (cont'd)~~

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~~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 office 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. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:~~

Notice of Contest of Lien

~~To: _____ Beach _____ Winds _____ Condominium _____ Association, _____ Inc.
 650 North Atlantic Ave, Cocoa Beach Florida 32931~~

~~You are notified that the undersigned contests the claim of lien filed by you on _____, and recorded in Official Record Book _____ at Page _____, of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.~~

~~Executed this _____ day of _____, 19____.~~

~~Signed, _____
 _____ Owner, Agent or Attorney~~

~~After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.~~

~~The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage or real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien.~~

~~No foreclosure judgement may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgement of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt request, addressed to the unit owner. Fi after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit~~

~~owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Context of Lien as provided in Section 718.116 (4).~~

~~If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.~~

~~The provisions of Section 718.116 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 Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.~~

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~~When the mortgagee of a first mortgage of record, or other purchase, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgage of records and shall not be restricted to the first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.~~

~~Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.~~

~~Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the corporation shall interfere with the sale of such apartments.~~

~~As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the Mortgage.~~

~~Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an office of the Association regarding assessments against units which have already been made and which are due and payable to the Association and the Association 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 date of any unpaid assessment.~~

~~The Association 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 nonprofit corporation mentioned hereinabove, except, however, the owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one third (1/3) of the member of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units, or when all of the units have been completed and some of them have been sold and none of the others are being offered for sale in the ordinary course of business, whichever shall occur first. Until a turnover is perfected as set out above, the Developer shall retain management of the (cont'd)~~

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~~condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. The Developer shall, during this interim, have a lien on each 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.~~

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Section VII (Amended 2004SEP22) (Amended 2021JAN20)
Common Expenses, Assessments, Collection Lien and Enforcement, Limitations

~~A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is an owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor.~~

a. Assessments:

~~Each Owner of any apartment or unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or any conveyance, shall be deemed to covenant and agree to pay the Association (1) annual assessments or charges; (2) special assessments for capital improvements, (3) emergency special assessments, and (4) individual assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. All assessment must be paid in the form of United States funds. The annual assessments, special assessments for capital improvements, emergency special assessments, and individual assessments, together with such interest thereon, administrative late fees, and costs of collection thereof as hereinafter provided, including reasonable attorneys' fees and paralegals' fees regardless whether suit is filed (including such fees and costs before trial, at trial and on appeal) shall be charged on the land, and shall be a continuing lien on the property against which each such assessment is made, together with such interest thereon and the cost of collection there of as hereinafter provided, including reasonable~~

attorneys' fees and paralegals fees regardless whether the suit is filed (including such fees and costs before trial, [continued]

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at trial and on appeal) and shall also be the personal obligation of the person who was the Owner of such apartment at the time when the assessment fell due, and shall, in addition, be the personal obligation of the person who is an Owner subsequent to the time when the assessment fell delinquent in the event that the previous Owner failed to pay the outstanding assessment. Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that the owner constitutes more than one person or entity.

b. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents of Beach Winds, including, but not limited to, the maintenance of all common elements within the Condominium, the payment of common expenses of the Condominium, specifically including but not limited to the taxes on the Condominium and insurance thereon and repair, replacement, and additions thereto, the for the cost of labor, equipment, materials, management, and supervision thereof.

c. Annual Assessments

(1) Budget. Prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated cost of operating the Association during the coming year, including, but not limited to the operational items such as overhead and indirect costs, insurance, utilities, professional fees, repairs, maintenance and other operating expenses, reserves, contingency funds for emergencies, bad debt, and unforeseen emergencies, as well as charges to pay any deficits from prior years. Each Owner shall be assessed and shall pay its proportionate share of the budget as established by the Association. Stated differently, the Owner of each apartment shall pay a proportionate share of the budget (i.e., annual assessments) for each apartment owned. Hereafter such share or annual assessment shall be referred to as the "Annual Assessment". Notwithstanding anything to the contrary, in the event the board fails to prepare an adopt the new budget for any forthcoming year, the last Association budget in effect shall be deemed approved and she'll say prince of this declaration and any of the other governing documents to the degree permitted by law. The annual and special assessment shall be fixed at the uniform an equal rate for all apartments.

(2) The amount of the Annual Assessment of the year 2004 is \$3000 per apartment. From and after January 1 2005, the Annual Assessment may be increased each year without a vote of the Members by [up to] 15%.

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(1)(3) From and after January 1, 2005, the annual assessment may be increased greater than fifteen percent (15%) by a vote of the majority of the Owners who are voting in person or by proxy, at a meeting duly called for such purpose. If the Annual Assessment proposed by the Board which exceeds 115% of the previous year's assessment fails to win approval of the Owners, then a new budget consisting of the same assessment as charged in the previous year increased

by 15%, may be approved by the Board without a vote of the Owners, or the Board can attempt to obtain approval of the Owners for different Annual Assessment.

(2)(4) No interest shall be paid, due or payable by the Association to the Owner on any assessment. The Association shall have the right to place the assessments in an interest-bearing account or instrument, and any interest earned thereon shall belong to the Association to be used for Association purposes.

d. Special Assessment for Capital Improvements

In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment for the purpose of defraying, in part or in whole, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area(s), including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of a majority of the votes of the Owners who are voting in person or by proxy at an Annual or Special meeting duly called for this purpose. Written notice of which shall be sent to all owners at least ten (10) days in advance and shall be set forth the purpose of the Special Assessment.

e. Emergency Special Assessments (Added 2004) (Amended 2020JAN20)

In addition to the Annual Assessment levied pursuant to Section 3 above, the Board may levy at any time an Emergency Special Assessment in such amount as it determines, for the purpose of covering the cost associated with any emergency or for any budget deficits of the Association, as determined by the Board at a regular or special meeting and its sole unfettered discretion. Written notice of said meeting of the Board shall be sent to all Owners at least 10 (10) days in advance and shall set forth the purpose of the meeting. However, in no event shall legal expenses, or any expenses relating to litigation against the Association, be deemed an "emergency" for purposes hereof, nor shall any Emergency Special Assessment be made at any time for same.

b.f. Quorum for any action authorize under Section c (3) and d. [should say Sec VII, c (3) and d?] The quorum required for any action authorized by Sections c (3) and d shall be as follows:

At the first meeting called, as provided in Sections c (3) and d hereof, the presence at the meeting of the Owners of the Association, or of proxies, entitled to cast thirty percent (30%) of all the votes of the Membership, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirement that written notice be sent to all Owners at least ten (10) days in advance of the meeting setting forth..... [continued]

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..... the purpose of the meeting. The required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum of the preceding meeting, provided that no such subsequent meeting be held more than 60 days following the preceding meeting.

g. Date of Commencement Annual Assessments; Due Dates.

Assessments provided for herein are due on each Apartment. The various types of Assessments, or installments thereon, provided for herein shall be due and collected as determined by the Board. Notwithstanding anything to the contrary, the Association may allow an installment payment plan, such as on a monthly basis, for any type of Assessment, including, but not limited to, Annual Special, and Emergency Special Assessment. In the event such installment payment plan, is authorized by the Association, and an Owner elects to pay pursuant to the same installment payment plan, then an administrative fee in an amount to be determined by the Board may also be due and payable to the

1 Association upon such terms as determined by the Board and shall be collected as an Assessment.
 2 The Association may at any time require Owners to maintain a minimum balance on deposit with
 3 the Corporation to cover future assessments. Said deposit shall be uniform, in accordance with the
 4 percentage set out in the Governing Documents and shall in no event exceed three (3) months'
 5 assessment, or one-quarter of the annual assessment.

6 **h. Duties of the Board of Directors**

7 The Board of Directors shall fix the date of commencement and the amount of assessment against
 8 each apartment for each assessment period at least thirty (30) days in advance of such date or period
 9 and shall, at that time, prepare a roster of the apartments and assessments applicable thereto which
 10 shall be kept in the office for the Association or the Association's Manager and shall be open to
 11 inspection by any Owner. Written notice of the assessment and the due date shall thereupon be sent
 12 or delivered to every Owner subject thereto. Failure to perform the foregoing directions by the
 13 Association shall not negate the obligation of the Owners to pay the assessments. Notwithstanding
 14 anything to the contrary, this paragraph shall not apply to Individual Assessments.

15 The Association shall, upon demand at any time, furnish any Owner liable for said assessment, a
 16 certificate in writing signed by an officer of the Association, setting forth whether said assessment
 17 has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein
 18 stated to have been paid.

19 **i. Effects of Nonpayment of Assessments**

20 If the assessments are not paid on the date when due as specified by the Board of Directors, then
 21 such assessments shall become delinquent and shall, together with such interest thereon, late charges,
 22 and costs collection thereof as hereinafter provided, including reasonable attorneys' fees and
 23 paralegals' fees whether or not suit is filed (including such fees and costs before trial, at trial and an
 24 appeal), thereupon become continuing lien on the apartment or unit which shall bind such
 25 apartment or unit in the hands of the then Owner, the Owners heirs , devisees, personal
 26 representatives, successors and assigns. The personal obligation of the Owner to pay such
 27 assessment, however, shall remain the Owner's.... [continued]

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30 ... personal obligation as well as subsequent Owners, as more particularly set forth in Section 1
 31 hereof. If the Owner is comprised of more than one (1) person or entity, the elements comprising
 32 the Owner shall be jointly and severally liable for the obligation to pay such assessment.

33 If the assessment or an installment thereon is not paid within fifteen (15) days after the due date,
 34 the assessment shall bear interest from the due date at eighteen percent (18%) or the maximum rate
 35 of interest permitted by law per annum, and reasonable administrative late fees in an amount
 36 determined by the Board of Directors. If the Association elects to allow an installment payment plan
 37 for any type of assessment, including but not limited to, Annual, Special, and Emergency Special
 38 Assessments, any installment not paid within fifteen (15) days of the due date of the installment, as
 39 determined in the sole unfettered discretion of the Board of Directors, shall bear interest from the
 40 due date of the first installment, whether or not such first installment has already been paid. In the
 41 event an installment is not paid within fifteen (15) days after the due date of the installment, the
 42 Association shall have the right to accelerate the total assessments due against that apartment and
 43 proceed with collection thereon, as provided in this Article. The Association may bring an action at
 44 law against the Owner or Owners personally obligated to pay the assessment or to foreclose the lien
 45 against the apartment, and in the event a judgment is obtained, such judgment shall include interest
 46 on the assessment as above provided, administrative late fees, and reasonable attorneys' fees and

1 paralegals' fees (including such fees before trial, at trial and on appeal), to be determined by the
2 Court, together with costs of the action.

3 j. Subordination of the Lien to Mortgages

4 The lien of the assessments provided for herein shall be subordinate to the lien of any institutional
5 first mortgage or mortgages now or hereafter placed upon the apartment or unit; provided, however,
6 that such subordination shall apply only to the assessments which have become due and payable
7 prior to a sale or transfer of such property pursuant to a degree of foreclosure, or any other
8 proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability
9 for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

10 e.k. Exempt Property. The following properties subject to this Declaration shall be exempted from the
11 assessments, charge and lean created herein:

12
13 (1) All properties to the extent of any easement or other interest therein dedicated and accepted by
14 the local public authority and devoted solely to public use.

15
16 (2) Any and all apartments on by the Association.

17
18 l. Individual Assessments

19 The Association (by a majority vote of the Board) may levy an Individual Assessment against any
20 Owner who fails to reimburse the Association for cost incurred by the Association in the
21 maintenance or repair of such Owner's apartment, or curing [continued]

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24 ... of any violation of the Governing Documents, as more fully set forth in this Declaration.

25
26 **Section VIII**

27 **Insurance Coverage, Use and Distribution of Proceeds, Repair or Reconstruction after Casualty**

28
29 a. All insurance policies upon the condominium property shall be purchased by the Association. The
30 named insured shall be the Association and the apartment owners and their mortgagees as their interest
31 may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda
32 of insurance to the apartment owners and their mortgagees. Every hazard insurance policy issued
33 or renewed on or after January 1 2004, to an individual apartment owner shall provide that the
34 coverage afforded by such policy is excess over the amount recoverable under any other policy
35 covering the same property. Each insurance policy issued to an individual apartment owner
36 providing such coverage shall be without rights of subrogation against the Association. All real
37 or personal property located within the boundaries of the apartment owner's apartment which
38 is excluded from the coverage to be provided by the Association shall be insured by the individual
39 apartment owner. Notwithstanding anything to the contrary, Association shall ensure the
40 condominium in compliance with Section 718.111(11) Florida Statutes (2003), as it may be
41 amended from time to time, and any other laws or Florida. Such laws shall supersede the
42 insurance requirements as recited in the Declaration where the laws and the Declaration
43 requirements are in conflict.

44
45 b. The Association shall be required to obtain and maintain casualty insurance coverall all improvements
46 upon the land, including all common element parts of the building, both exterior and interior,
47 and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount

1 equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as
 2 determined annually by the insurance carrier, or, if approved by the Board of Administration such
 3 insurance may be carried on not less than full insurable value basis. The coverage shall afford
 4 protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended
 5 coverage endorsement, and such other risks as shall be customarily covered with respect to buildings
 6 similar in construction, location and use, including but not limited to vandalism and malicious
 7 mischief. The Association shall also provide coverage for common property of the condominium
 8 located inside the apartments as such property was originally installed or replacements thereof
 9 of like kind and quality in accordance with the original plans and specifications, or, if the original
 10 plans and ... [continued]

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13 ~~b.~~ specifications are not available, as they existed at the time of the apartment was
 14 initially conveyed, in accordance with Florida Statutes Section 718.111(11) (2003), as same may
 15 be amended from time to time. The Association shall also be required to carry public liability
 16 insurance in sufficient amounts to provide adequate protection to the Association and its members.
 17 All liability insurance maintained by the Association shall contain cross liability endorsements to cover
 18 liability of the apartment owners as a group to each apartment owner. The Association shall also
 19 maintain insurance or fidelity bonding of all persons who control or disperse funds of the
 20 Association (including, but not limited to, individuals authorized to sign Association checks, and
 21 the Association's President, Secretary, and Treasurer). The insurance policy or Fidelity bond
 22 must cover the maximum funds that will be in the custody of the Association or its Management
 23 Agent at any one time. Cost of such bonding shall be borne by the Association as a common
 24 expense.

25
 26 The Association may carry such other insurance or obtain such other coverage as the Board of
 27 Administration may determine to be desirable. Employer's liability insurance shall be obtained if
 28 necessary, to comply with the Workmen's Compensation Law.

- 29
- 30 c. The premiums upon all insurance policies shall be paid by the Association as an operating expense
- 31
- 32 d. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or
- 33 destruction sustained to the building or other improvements, shall be payable to the Association, the
- 34 owners and the mortgagees which have been issued loss payable endorsements and/or memoranda of
- 35 insurance.

36 In the event of any loss, damage or destruction to the insured ... (cont'd)

37 **O.R. REF 1801 page 879**

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

43 Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction
 44 sustained to the insured improvements which would require an expenditure of sums in excess of seven percent
 45 (7%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in
 46 order to restore, repair or reconstruct the loss, damage or destruction sustained. Any casualty insurance
 47 proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium

1 improvements shall be payable to the Association and all first mortgagees which shall have been issued loss
2 payable mortgagee endorsements, and such proceeds shall [continued]

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5 be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the
6 apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment
7 of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the
8 condominium improvements. Disbursements from such construction fund shall be by usual and customary
9 construction load procedures. No fee whatsoever shall be charged by such first mortgagee for its services in
10 the administration of the construction load fund. Any sums remaining in the construction load fund after the
11 completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall
12 be paid over the Association and held for, and/or distributed to the apartment owners in proportion to each
13 apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty
14 are not sufficient to pay the estimated costs of such restoration, repair and or reconstruction, the Association
15 shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay
16 said sum into the aforesaid construction loan fund.

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

19 If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of
20 Administration may determine that it is in the best interests of the Association to pay the insurance proceeds
21 into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No
22 institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the
23 corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction,
24 unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and
25 reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a
26 construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the
27 necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

28 Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and
29 completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and
30 specifications for the construction of the original building. In no event shall any reconstruction or repair change
31 the relative locations and approximate dimensions of the common elements and of any apartment....
32 [continued]

33 **O.R. REF 1801 page 880**

34 unless an appropriate amendment by made to this Declaration.

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

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- 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 70 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 first mortgages holding mortgages encumbering apartments.

g. The Association shall maintain Officer's and Director's (D&O) liability insurance coverage, and upon receipt of any claim or demand that may fall within such coverage, the Board shall give appropriate and timely notice to the insurance carrier regarding the same.

Section IX

Responsibility for Maintenance and Repairs

- a) Each apartment owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and **hearing 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 many 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 serving his apartment, although such equipment ~~may may~~ 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. Owners shall also be responsible for the repair and replacement of all exterior and interior doors and windows and the repair, replacement and maintenance of sliding glass doors and screens opening on to patios, porches and walkways.
- ~~b) The Association, 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 and walkways shall be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Corporation shall bear the expense for repairing such damage.~~
- b)
- 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 a **common element** completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the corporations 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,

- 1 damage or destruction is to a part of the building, or to fixtures or equipment which it is an apartment
2 owner's responsibility to maintain.
3
- 4 d) In the event owners of a unit fail to maintain it as required herein or make any structural addition or
5 alteration without the required written consent, the Association or an owner with an interest in any unit
6 shall have the right to proceed in a court of equity to seek compliance with(cont'd)

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..... the provisions hereof. The association shall have the right to levy at any time a special assessment against the owners of 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 Association shall have the right to have its employees and agents enter the unit, at reasonable times, to such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

The Board of Administration of the Association 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 on 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 or, patio or any exterior surface, etc., at any time without the written consent of the Association.

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Section X
Use Restrictions

- a. Each one-bedroom apartment is hereby restricted to no more than two permanent occupants, (hereinafter, a "Permanent Occupant" is defined to mean an Owner or lessee of an apartment within the condominium, or an invitee or licensee of an Owner or lessee, or member of such owner or lessee's family, who is present in such Owner or lessee's apartment for a period of at least twelve (12) consecutive hours more frequently than thirty (30) times in each ninety (90) day period) each two two-bedroom unit is hereby restricted to no more than four Permanent Occupants, two of whom may be under twelve (12) years of age, and each three-bedroom unit is hereby restricted to no more than five Permanent Occupants, two of who may be under twelve (12) years of age. Each apartment is restricted to residential use by the owner or owners thereof, their immediate family, guests and invitees.
b. The apartment may be rented provided the occupancy-Permanent Occupant is only by one lessee and members of his immediate families, guests and his servants. No rooms may be rented, and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly weekly sharing program is prohibited. The minimal rental period shall not be less than thirty (30) days. Subleasing of apartments is prohibited. Apartment Owners desiring to lease or otherwise make their apartment(s) available to any person other than the apartment owner for compensation must submit a copy of the proposed written lease to the Board or their designated committee for approval at least fifteen (15) days before renting or leasing such Owner's Apartment(s). All leases must be in writing. No lease shall be for a term of less than ninety (90) days. Leases may not be assigned or subleased. Boarding, room-renting or leasing of less than an entire apartment are prohibited. Timesharing (i.e. ownership of the apartment by intervals of time) of the apartments in anytime interval is prohibited. A copy of this Declaration and the Articles of Incorporation and Bylaws of the Association and the Rules and Regulations of the Association shall be an addendum to the lease and shall be provided to the perspective lessee(s) for compliance with all the provisions of the above-mentioned documents. All Apartment Owners should be jointly and

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severally liable for their lessee(s) for compliance with all the provisions of the above-mentioned documents. All apartment Owner(s) shall, in writing, submit any additional information about their lessee(s) requested by the Association to the....

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..... Board or Association manager within 10 days after submission of the request to the apartment owner.

- c. No nuisances shall be allowed to be committed or maintained up 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 use of the common elements that will increase the cost of insurance upon the condominium property.
- d. 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 have jurisdiction of the condominium shall be observed.
- e. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and Bylaws.
- f. The Board of Administration or ~~the any~~ agents and employees of the Association may enter any unit at any reasonable times ~~for the purpose of maintenance, inspection, (1) to inspect, maintain, -repair and/or replace any fixtures, equipment, improvements, alterations, or modifications -replacement of the improvements-~~ within units or the common property, ~~or (2) in the~~ case of an emergency threatening units or Apartments or the common property, or (3) to determine compliance with these restrictions, reservations, covenants, conditions and easements, (i.e. this Declaration), and ~~the Bylaws~~ any other of the Governing Documents -of the Association.

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- g. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations and promulgated by the association. This subparagraph g. shall not apply to the Developer and/or institutional mortgagees.
- h. Any person shall not place or cause to be placed in the walkways or in or on any other common areas or elements, limited common elements or facilities of the condominium, other than limited common elements balconies, any furniture, packages, or objects of any kind. Such areas shall be used for no other reason for normal transit through them.

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- i. It is prohibited to hang garments, rugs, etc. from the windows or any of the facades of the project, or any object from the railings of any balconies of the condominium building.
- j. ~~It is prohibited to dust rugs, etc. from windows or to clean rugs, etc. by beating on the exterior of the project. No person shall conduct cleaning of any object of any nature by beating or vigorously touching upon any element of the condominium building, except for the for the~~

cleaning of the element of the condominium building itself, if such is considered the normal course of cleaning for such an element.

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, specifically including but not limited to trucks with a payload capacity exceeding one (1) ton, motorcycles, trailers, recreational vehicles and boats, will be parked or placed upon such portions of the condominium unless permitted in writing by the Board of Administration or the Association’s manager. No parking space shall be used by any other person other than ~~an~~ Permanent Occupant of an apartment of the condominium who is an actual resident Permanent Occupant or by a guest or visitor of such Permanent Occupant. Parking and by such guest or visitor shall be permitted 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 eth 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.

~~m. One pet shall be allowed to be kept in the owner’s unit, however the pet shall not exceed thirty (30) pounds in weight, and the pet must be kept on a leash on the condominium grounds and it shall not create a nuisance. No more than one pet may be kept by an owner or lessee. A “Pet” is defined as a small dog, domestic cat, one (1) fish tank of seventy-five (75) gallons or less holding not more than seven (7) fish, or one (1) non-predatory bird. Pets of guests are not permitted. “Small” shall be defined as to mean thirty (30) pounds or less at maturity. Pets must be on a physical leash when in or on the common elements of the condominium. Pets must have all immunization and vaccination shots as recommended by the American Veterinarian Association. Proof of shots must be shown upon request by the Association or the Association’s manager. Any pet that becomes a nuisance to Owners, lessees, or any other Permanent Occupants shall be removed from the condominium.~~

Section 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 or any portion of the apartment building not wholly within the boundaries of his apartment.

Section XII

Additions, Alterations or Improvements by Association

Whenever in the judgement of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of (cont’d)

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such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall expense, provided, however, no such special assessments shall be levied for improvements which shall exceed fifteen percent (15%) of the current annual assessment, unless prior written unanimous consent is received from 75% of the voting members.

Section XIII

Amendment of Declaration (Amended 1999DEC14)

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 passing at a duly called Members Meeting, at which a quorum is present, such modification or amendment by a vote of at least 75% 66 and 2/3% of the 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 Association, (i.e. once a quorum of owners is established, those owners present in person or by proxy may vote and only 66 2/3% of the votes cast shall be required to pass a modification or amendment), 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 mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved in in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as in the case may be. Such modification or amendment shall be effective upon the President of the Association executing a written instrument setting forth the modification or amendment and confirming it was properly passed, at a meeting of the members which was duly held in accordance with the Bylaws and Articles of Incorporation of the Association and having the same duly recorded in the public records of Brevard County, Florida. 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 Association 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 percent (80%) of the units have been sold and titled out to individual purchasers, and further except that the Developer, or if said Association has been legally dissolved, then any one of the developers or a member of the last Board of Administration, their administrators, or assigns must approve in writing any modifications of Section XIII, entitled "Sales of Apartments", hereinabove.

Invalidation of any one or more of these restrictions, reservations, covenants, condition and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by Judgement, court order, or law, shall in no way 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 drafter 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 reduce 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 Association.

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 representative, successors and assigns, and all parties claiming by, through or under any member.

Section XIV

Termination of Condominium

1 Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and
2 established hereby may only be terminated upon the vote of members of the Association owning 75% of the
3 apartments in the condominium, provided that the written consent to such termination is obtained from all
4 institutional first mortgagees holding mortgages encumbering the apartments. Immediately after the required
5 vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to (cont'd)

6 **O.R. REF 1801 page 884**

7 the Association all of said unit owners' right, title and interest to any unit and to the common property, provided
8 the Association's officers and employment handling funds have been adequately bonded and the Association
9 or any member shall have the right to enforce such conveyance by specific performance in a court of equity.

10 The Board of Administration of the Association shall then sell all of the property at public or private sale upon
11 terms approved in writing ball of the institutional first mortgagees. Upon the sale of said property the costs,
12 fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all
13 obligations incurred by the Association in connection with the management and operation of the property up
14 to including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said
15 sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the
16 unit owners in the manner now about to be set forth.

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

19 Building I

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<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>	<u>Unit</u>	<u>Share</u>
102	1/61	201	1/61	301	1/61	401	1/61	501	1/61	601	1/61	701	1/61	801	1/61
103	1/61	202	1/61	302	1/61	402	1/61	502	1/61	602	1/61	702	1/61	802	1/61
104	1/61	203	1/61	303	1/61	403	1/61	503	1/61	603	1/61	703	1/61	803	1/61
105	1/61	204	1/61	304	1/61	404	1/61	504	1/61	604	1/61	704	1/61	805	1/61
106	1/61	205	1/61	305	1/61	405	1/61	505	1/61	605	1/61	705	1/61	806	1/61
107	1/61	206	1/61	306	1/61	406	1/61	506	1/61	606	1/61	706	1/61	808	1/61
108	1/61	207	1/61	307	1/61	407	1/61	507	1/61	607	1/61	707	1/61		1/61
		208	1/61	308	1/61	408	1/61	508	1/61	608	1/61	708	1/61		

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

35 As evidence of the member's resolution to abandon passed by the required vote or written consent of the
36 members, the President and Secretary of the Association shall affect and place in the public (cont'd)

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Records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also such 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 Association and the Association 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.

Section XV
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 long as the same shall exist.

Section XVI
Association to Maintain Register of Owners and Mortgages

The Association 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 Association of the names of any party holding a mortgage upon any apartment and the names of all lessees in order that the Association may keep a record of same.

Section XVII
Escrow for Insurance Premiums

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the Association 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 Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such 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.

Section XVIII
Real Property Taxes during initial year of Condominium

In the event that during 1977, 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. (cont'd)

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Section XIX

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 Association. 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 Association. 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 Association 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 Association shall be entitled to court costs, reasonable attorney's fees, including appeal and expenses incurred by it in connection with the prosecution of such action.

Section XX

Waiver

The failure of the Association, 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 Association, or the failure to insist upon the compliance with the same, shall not constitute a waiver of the Association, 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 engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against 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 unit at the time of the institution of said foreclosure action, or the Developer.

Section XXI

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.

Section XXII

Gender

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

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Section XXIII
Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor limit the intent of any provisions hereof.

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Section XXIV
REMEDIES FOR VIOLATIONS

~~For violations 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 Association, 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 violation or breach of any of them, or for such other relief as may be appropriate. Any violation of the covenants, conditions, or restrictions contained in this declaration, or any other Governing Documents of the Association shall entitle the apartment owners or the Association to enforce the same by injunction. Further, the invalidation of any one of the covenants, on the conditions or restrictions of the Governing Documents by judgment or order of court will in no way affect any of the other covenants, conditions, or restrictions, and such other covenant, condition, or restrictions shall remain in full force and effect. Violation or breach of any covenant, condition, or restriction contained herein or in any other of the Governing Documents shall give the Association and/or apartment owner(s), in addition to all the other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, conditions, and restrictions, and to prevent the violation or breach of any of them. The offending owner, and if applicable, the offending lessee, shall be responsible to the Association for all costs and fees of enforcement specifically including, without limitation, court costs, reasonable attorneys' fees and paralegals' fees, regardless of whether suit is brought (including such fees and costs before trial, at trial and on appeal).~~ In addition to the forgoing right, the corporation shall have the right, whenever there shall have been built altered or modified within the condominium, any structure which building, alteration, or modification is in violation of this Declaration or any other of the governing documents 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. Any costs to cure such violation may be assessed as an Individual Assessment has provided for an Article VII of this Declaration, as amended. Failure of the Association and/or Owner to enforce any covenant, condition, or restriction of the Governing Documents for any length of time shall not estop any party from enforcing same at any time ~~The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.~~

O.R. REF1801 pages 889-903

EXHIBIT "A"
SURVEYOR'S CERTIFICATE FOR BEACH WINDS, A CONDOMINIUM, PHASE ONE
Recorded Brevard County

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**AMENDMENTS
TO THE
DECLARATION OF
CONDOMINIUM**

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O.R. Book/Page 3700 / 3311

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HURRICANE SHUTTERS (AMENDMENT #1)
BEACH WINDS CONDOMINIUM ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS

Whereas, under F.S. 718.114 (5) the Association shall adopt hurricane shutter specifications that shall include color, style and other factors deemed relevant by the Board. Edwin Hutchens Moved and Venon B. N. Gregory seconded the following motion which was introduced at a duly called meeting of the Board of Directors on 7 July 1997.

BE IT RESOLVED

General

Hurricane Shutters are prohibited, except as for those approved by the Board in accordance with those requirements, rules and regulations.

Definition

“Hurricane Shutter” shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain, wind damage, or damage from physical objects or projectiles carried by wind or storm.

Installation Request

1. Unit Owners desiring installation or replacement of Hurricane Shutters on their unit shall apply to the Association by completing an Application for Approval to Proceed with Installation of Hurricane Shutters attached hereto as Exhibit A.
2. The application shall be accompanied by the following items regarding the installing contractor, if there is not a valid copy of each currently on file with the Association: a copy of an Occupational License and a Certificate of Competency License valid in this municipality, and a certified set of drawings from a licensed Florida engineer certifying that the product complies with applicable building codes.
3. Within twenty (20) days subsequent to receipt of the written request and accompanying documentation, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutters.

Insurance Requirements

1. No contractor shall begin work or install material unless contractor has obtained Public Liability Insurance including completed operations, in an amount not less than \$1,000,000, Workers Compensation Insurance in an amount not less than \$500,000 and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$500,000. Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, nae the Association as an additional insured.

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- 2. All insurance policies shall contain a clause requiring a minimum of ten (10) days prior notification to the Association in the event such policy is to be cancelled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter installation shall be approved unless and until appropriate certificates of insurance are received by the Association from the Insurance Agent of the installing Contractor naming the Association on the certificate.

Unit Owner Responsibilities

- 1. Unit Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first class upkeep of the Hurricane Shutters, and for all insurance with respect to any casualty in connection with the Hurricane Shutters. Unit Owner shall permit Association to inspect the shutters, as necessary, to insure compliance with Association Rules.
- 2. Unit Owner assumes all responsibility for obtaining all necessary Building Permits. Unit Owner is also responsible for adherence and compliance to applicable building codes.
- 3. Unit Owner agrees to construct and maintain the Hurricane Shutters referred to herein in first-class manner. If Unit Owner fails to maintain the Hurricane Shutters as required herein, after fifteen (15) days written notice from the Association to the Unit Owner, the Association shall have the right to perform, or have performed any required maintenance or work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Unit Owner hereby agrees to be personally responsible for all costs thus incurred and grants the Association a lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall be foreclosable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of condominium assessments.
- 4. Unit Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney fees, arising out of, or because of, the construction and maintenance of the Hurricane Shutters.
- 5. Unit Owner agrees to be responsible for any damage to the Common Elements or other units within the Condominium which is caused as a result of the construction, installation or maintenance of the Shutters described herein.
- 6. It is expressly understood and agreed by the Unit Owner that all the above responsibilities shall be binding upon Unit Owner and his heirs, successors in interest, and shall be a condition implied in any conveyance or any instrument affecting title of the aforesaid condominium unit and that this instrument shall be recorded in the Public Records of Brevard County, Florida.

Adopted by the Board of Directors of BEACH WINDS CONDOMINIUM ASSOCIATION Brevard County, Florida this 7th day of July 1997.

Signed and Stamped here

O.R. Book/Page 3700 / 3313

Notary/ SEAL

Insert signed pages here (3700 / 3313)

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CERTIFICATE OF **AMENDMENT #2** TO DECLARATIONS OF CONDOMINIUM OF
BEACH WINDS, A CONDOMINIUM, PHASE 1

KNOW ALL MEN BY THESE PRESENTS:

That on this 14th day of December, 1999, the undersigned BEACH WINDS CONDOMINIUM ASSOCIATION, INC., pursuant to §718, Fla.Stat., and the DECLARATION OF CONDOMINIUM OF BEACH WINDS, A CONDOMINIUM, PHASE I as Amended (hereafter referred to as "Declaration"), hereby certifies that an Amendment to the Declaration, which Amendment is attached hereto and by reference made part hereof, was duly adopted on the 13th day of December 1999. Said Amendment was properly noticed pursuant to Article 3 of the Association's Bylaws. Pursuant to Article XIII of the Declaration, said Amendment was signed by the Owners of at least 75% of the units whose votes were cast in person or by proxy at a meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association. More specifically, 75% of the unit owners approve the amendment.

- 1. by signing the Amendment; and
- 2. by voting in favor of the Amendment at a dually held meeting of the Association.

BEACH WINDS CONDOMINIUM ASSOCIATION, INC., is a condominium Association created pursuant to Chapter 718, Florida Statutes. The original Declaration is recorded in O.R. Book 1801, page 867, *ET SEQ.*, of the Public Records of Brevard County, Florida

IN WITNESS HEREOF, BEACH WINDS CONDOMINIUM ASSOCIATION, INC., has caused these presents to be executed in its name, on this 14th day of December 1999.

CFN 2000005447 01-14-2000 09:36 AM
O.R. Book/Page 4111 / 0883

Signed, sealed and delivered in the presence of:
JAMES CHOROMOKOS, JR.
PRESIDENT, BW CONDO ASSOC. INC.

CFN 2000005447 01-14-2000 09:36 AM
O.R. Book/Page 4111 / 0884

**AMENDMENT #2 TO DECLARATION OF CONDOMINIUM OF
BEACH WINDS, A CONDOMINIUM, PHASE I**

The following amendment is made to Article XIII of the Declaration of Condominium of Beach Winds, a Condominium, Phase 1 (note the additions are indicated by underlining and deletions are indicated by ~~strike outs~~): **REFER TO PAGE 15, ARTICLE XIII for the language changes.**

CFN 2004301593 09-22-2004 09:07 AM
O.R. Book/Page 5363 / 0335

CERTIFICATE OF **AMENDMENT #3** TO DECLARATIONS OF CONDOMINIUM OF
BEACH WINDS, A CONDOMINIUM, PHASE I

KNOW ALL MEN BY THESE PRESENTS:

That on this 22nd day of September, 2004, the undersigned BEACH WINDS CONDOMINIUM ASSOCIATION, INC., pursuant to §718, Fla.Stat., and the DECLARATION OF CONDOMINIUM OF BEACH WINDS, A CONDOMINIUM, PHASE I, recorded an official records Book 1801, Page 867, et. seq., of the Public Records in Brevard County, Florida (hereinafter referred to as the "Declaration"), as amended, hereby certifies that the AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF BEACH WINDS, A CONDOMINIUM, PHASE I, (hereinafter referred to as the "Amendment"), which Amendment is attached hereto and by reference made part hereof, was duly adopted by obtaining the approval of the required Declaration. Pursuant to Article XIII of the Declaration, as amended, this Amendment was approved at a duly called Members Meeting of the Association, at which a quorum was present, such modification or amendment approved by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the units whose votes were cast in person or by proxy. Said Amendment is attached hereto as Composite Exhibit "A" and incorporated by reference herein.

BEACH WINDS CONDOMINIUM ASSOCIATION, INC., is a condominium Association created pursuant to Chapter 617 and Chapter 718, Florida Statutes.

IN WITNESS HEREOF, BEACH WINDS CONDOMINIUM ASSOCIATION, INC., has caused these presents to be executed in its name, on this 22nd day of September 2004.

Signed, sealed and delivered in the presence of:
MICHAEL B CHAPLIN
PRESIDENT, BW CONDO ASSOC. INC.

CFN 2004301593 09-22-2004 09:07 AM
O.R. Book/Page 5363 / 0336

Witness, seals and notary on this page

CFN 2004301579 09-22-2004 09:07 AM
O.R. Book/Pages 5363 / 0280 - 0297

**AMENDMENT #3 TO DECLARATION OF CONDOMINIUM OF
BEACH WINDS, A CONDOMINIUM, PHASE I**

The following amendment is made to Articles V, VI, VII, VIII, IX, X, and XXIV of the Declaration of Condominium of Beach Winds, a Condominium, Phase I (note the additions are indicated by underlining and deletions are indicated by ~~strike-outs~~): **REFER TO PAGES 6-22, for the language changes.**

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**ARTICLES OF
INCORPORATION
OF
BEACHWINDS
CONDOMINIUM
ASSOCIATION,
INC.**

O.R. REF 1801 page 906

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OF
BEACH WINDS CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

BEACH WINDS CONDOMINIUM 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 a corporation not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the Corporation shall be BEACH WINDS CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of a condominium to be established by UNIVEL, INC. 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:

SEE SCHEDULE "A" ATTACHED

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

ARTICLE III

POWERS

The corporation shall have the following powers;

- A. All the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all the power and privileges which may be granted unto said Corporation or exercised by it under any applicable laws of the ... [continued]

O.R. REF 1801 page 908

State of Florida, including the Condominium Act, Chapter 718, of the Florida Statutes.

B. All the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

- 1. Making and establishing reasonable rules and regulations Governing the use of apartment units and common elements in the condominium as said terms may be defined in the Declaration of Condominium.
- 2. Levying and collecting assessments against members of the Corporation to defray the common expenses of the condominium as may be provided in the Declaration of Condominium and in the Bylaws of this Corporation which any be hereafter adopted, including the right to levy and collect assessments for the purpose 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 the Declaration of Condominium.
- 3. Maintaining, repairing, replacing, operating and managing the condominium property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the condominium property.
- 4. Contracting for the management of the condominium and delegating to such contractor all 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 Administration or membership of the Corporation.
- 5. Enforcing the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as the same may be hereafter established.
- 6. To now or hereafter acquire and enter into leases and agreements of every nature, where by the corporation acquires leaseholds, memberships another possessory or interest in land or facilities, including recreational and communal facilities, whether or not contiguous to the lands of the condominium, to provide enjoyment, recreation, or other use of the benefit to the owners of the apartment units, all as may be deemed by the Board of Administration to be in the best interests of the corporation.
- 7. To exercise, undertake and accomplish all the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Condominium.

ARTICLE IV

MEMBERS

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

- A. 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 an item B of this Article IV.

O.R. REF 1801 page 909

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- 2 B. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium
3 or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or
4 otherwise and the membership of a party shall be automatically terminated on his being divested at all
5 title to or his entire fee ownership interest in any apartment unit, except that nothing herein contained
6 shall be construed as terminating the membership of any party who may own two or more apartment
7 units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.
- 8 C. The interest of a member in the fund and assets of the corporation cannot be assigned, hypothecated
9 or transferred in any manner, except as an appurtenance to his apartment unit. The funds and assets of
10 the corporation shall belong solely to the corporation, subject to the limitation that the same be
11 expended, held or used for the benefit of the membership and for the purposes authorized herein, in
12 the Declaration of Condominium, and in the said Bylaws.
- 13 D. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each
14 apartment unit in the condominium, which vote shall be exercised or cast by the owner or the owners
15 of each apartment unit in a manner as may be provided in the Bylaws hereafter adopted. Should any
16 member own more than one apartment unit, such member shall be entitled to exercise or cast as many
17 votes as he owns apartment units, in the manner provided in said Bylaws.
- 18 E. Until such time as the property described in Article II hereof is submitted to a plan of condominium
19 ownership by the recordation of said Declaration of Condominium, the membership of the corporation
20 shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to
21 cast one vote on all matters on which that membership shall be entitled to vote.

ARTICLE V**TERM**

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24 The corporation shall have perpetual existence.

ARTICLE VI**LOCATION**

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27 The principal office of the corporation shall be located at 650 North Atlantic Avenue, Cocoa Beach,
28 Florida, but the corporation may maintain offices and transact business in such other places within or without
29 the State of Florida as may from time to time be designated by the Board of Administration.

ARTICLE VII**DIRECTORS**

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32 The affairs of the corporation shall be managed by the Board of Administration. The number of
33 members of the first Board of Administration of the Corporation shall be three (3). The number of members of
34 succeeding Boards of Administration shall be three (3) except as changed from time to time by the Bylaws of
35 the corporation. The members of the Board of Administration shall be elected as provided by the Bylaws of
36 the corporation. The Board of Administration shall be members of the corporation or shall be authorized
37 representatives, officers or employees of a corporate [continued]

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O.R. REF 1801 page 910

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member of this corporation. Notwithstanding foregoing, the first election of Directors will be held in accordance with Article VI, page 6 of the Declaration of Condominium of BEACH WINDS, a condominium. Any vacancies in the Board of Administration occurring before the first election will be filled by the remaining Directors. The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium

The names and addresses of members for the first Board of Administration who shall hold office until their successors are elected and have qualified, or until removed, are as follows;

- | | |
|-------------------------|--|
| MALCOLM R. KIRSCHENBAUM | 66 North Atlantic Avenue
Cocoa Beach, Florida |
| RUTH A. BARRETT | 66 North Atlantic Avenue
Cocoa Beach, Florida |
| JANET A. POZSONYI | 66 North Atlantic Avenue
Cocoa Beach, Florida |

ARTICLE VIII

OFFICERS

The Board of Administration shall elect a President, Vice President and Secretary/Treasure and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration 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 the Vice President shall not be held by the same person, nor shall the office of the President and the Secretary/Treasurer of the Assistant Secretary/Treasurer be held by the same person.

The affairs of the corporation shall be administered by the officers designated in the Bylaws of the corporation. Said officers will be elected by the Board of Administration at its first meeting following the annual meeting of the members of the Association and will with the approval of the Board of Administration may employ a Managing Agent and/or such other managerial or 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 of the corporation.

The names and addresses of the officers who will serve until their successors are designated as follows

- | | |
|-------------------------|--|
| MALCOLM R. KIRSCHENBAUM | 66 North Atlantic Avenue
Cocoa Beach, Florida |
| RUTH A. BARRETT | 66 North Atlantic Avenue
Cocoa Beach, Florida |
| JANET A. POZSONYI | 66 North Atlantic Avenue
Cocoa Beach, Florida |

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ARTICLE IX

SUBSCRIBERS

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Administration of the corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article VII above

ARTICLE X

BYLAWS

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

ARTICLE XI

INDEMNIFICATION

Every Directory 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 the corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where 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 of 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 the other rights to which such Director or officer may be entitled.

ARTICLE XII

AMENDMENTS

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration 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 a 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 Administration 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 ... [CONTINUED]

O.R. REF 1801 page 912

each member not less than ten (10) days not more than thirty (30) days before the date set for such meeting. If mailed, the notice of membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed 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 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 much 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 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 to 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 notice is delivered to the Secretary of the corporation at or prior to such meeting.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 27th day of June, 1977.

*MALCOLM R. KIRSCHENBAUM
RUTH A. BARRETT
JANET A. POZSONYI*

STATE OF FLORIDA:
COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, MALCOLM R. KIRSCHENBAUM, JANET A. POZSONYI, and RUTH A. BARRETT who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this 27th day of June 1977.

NOTARY PUBLIC

My Commission Expires
May 26th, 1978

CERTIFICATE OF RESIDENT AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is this submitted in compliance with said Act:

O.R. REF 1801 page 913

A corporation not for profit, desiring to organize under the laws of the State of Florida, with its principle office, as indicated in the Articles of Incorporation, at the City of Cocoa Beach, County of Brevard, State of Florida has named MALCOLM R. KIRSCHENBAUM, located at 66 North Atlantic Ave., , Cocoa Beach, Florida, as it's agent to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said offices.

MALCOLM R. KIRSHENBAUM
Resident Agent

**BYLAWS OF
BEACHWINDS
CONDOMINIUM
ASSOCIATION,
INC.**

O.R. REF 1801 page 915

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TO BYLAWS
OF
BEACH WINDS CONDOMINIUM ASSOCIATION, INC.**

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BYLAWS

OF

BEACH WINDS CONDOMINIUM ASSOCIATION, INC.

I. INDENTITY

These are the Bylaws of the BEACH WINDS CONDOMINIUM ASSOCIATION, INC. a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation which were filed in the office of the Secretary of State on the 6th day of October, 1977. The BEACH WINDS CONDOMINIUM ASSOCIATION INC., hereafter called the Association has been organized for the purpose of administering Be operation and management of BEACH WINDS, A CONDOMINIUM, the condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following describe property situate, lying and being in Brevard County, Florida to-wit:

SEE SCHEDULE "A"

- a. The provisions of these Bylaws are applicable to said Condominium, and the terms and provisioned 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 will be recorded in the public records of Brevard County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of Condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.
- b. All present and 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, subject to the regulations set forth in these Bylaws and in said Articles of Incorporation and the Declaration of Condominium.
- c. The mere acquisition or rental of any of the family unit hereinafter referred to as "units" of the project or the mere act of occupancy of any said units will signify that these Bylaws, Charter provisions, and regulations in the Declaration 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 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 VII of the Declaration) 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 "1977", and impression of which seal is as follows:

O.R. REF 1801 page 9172. MEMBERSHIP, VOTING, QUORUM, PROXIES

- b. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be 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.
- c. A quorum of membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in an 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.
- d. The vote of the owners of an apartment unit owned by more than one person or a corporation or other entity shall be cast by the person named in the written notice signed by all 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 requirements for a quorum, nor for any other purpose.
- e. Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member of qualified to vote as set forth in Article IV of the Articles of Incorporation. 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. No person shall be designated to hold more than five (5) proxies.
- f. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of the Association meeting, shall be by the same person who would cast the vote of such owner if at an Association meeting.
- g. 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 membership meeting that would sure at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- b. The annual meeting shall be held at the office of the Association at ~~7:00~~**7:30** PM Eastern Standard Time on the ~~1st Tuesday in February~~**2nd Monday in December** 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 succeeding Tuesday. **NOTE: Bylaws 3(a) was amended on Feb 1st, 1983 to change from 1st Tues in Feb at 7:00 PM to the 2nd Monday in Dec at 7:30PM.**
- c. Special membership meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Administration 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 (4/5) of the votes present, either in person or by proxy.
- d. Notice of all special meetings on my regular or special, shall ... [continued]

O.R. REF 1801 page 918

...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, 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, the notice of the membership meeting shall be sent by certified mail, return receipt requested, shall be deemed notice. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by each 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 giving of such notice to such member. If any membership meeting cannot be organized because of quorum has not attended, or because the greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or by the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from the time to time until a quorum of the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum is provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

- e. Have membership meetings, the president or in his absence, the vice president shall preside or in the absence of both the membership shall elect a chairman.
- f. The order of business or annual meetings, and, as far as practical at any other membership meeting shall be;
- (1) Calling of the roll and certifying of proxies,
 - (2) Proof of notice of meetings or waiver of notice,
 - (3) Reading of the minutes,
 - (4) Reports of the 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.
- g. Meetings of the Association shall be held at the principal office of the project or other suitable place convenient to the owners as may be designated by the Board of Administration.
- h. Minutes of all meetings of unit owners and Board of Administration shall be kept in a businesslike manner be available for inspection by unit owners and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

O.R. REF 1801 page 9194. BOARD OF ADMINISTRATION AND OFFICERS

- b. The Board of Administration shall consist of three directors. Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one year or until his successor is duly elected. Any member of the Board of Administration may be recalled and removed from office with or without caused by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of the unit owners, and the notice shall state the purpose of the meeting. The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business any unit in the condominium operated by the Association.
- c. Election shall be conducted in the following manner:
- (1) Each member of the Board of Administration 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 Administration may be filled until the date of the next annual meeting by a majority vote of the remaining Directors.
- d. The organization meeting of a newly elected Board of Administration shall be held within ten (10) days of their election, at such time and 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 quorum shall be present.
- e. The officers of the Association shall be elected annually by the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Administration, or any special meeting of the Board called for such purpose.
- f. Regular meetings of the Board of Administration 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 meeting 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. These meeting shall be open to all unit owners and notice of the meeting shall be posted conspicuously forty-eight (48) hours, except in an emergency.
- g. Special meetings of the Directors may be called by the President and must be called by the Secretary/Treasurer at the written request of three (3) 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 a ... (cont'd)

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(cont'd) ... waiver of notice by him of the time and place thereof. If all 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 act Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration of Condominiums. In 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, 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 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. The Directors' fees, if any, shall be determined by the members.
- l. All of the powers and duties of the Association shall be exercised by the Board of the Administration, 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. Said assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all unpaid operating expenses previously incurred.
 - (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 of apartment units in the manner specified in the Declaration of Condominium;

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- (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 the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have the approval of the Board of Administration 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 assessments and taxes 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.

l. The undertakings and contracts authorized by the said first Board of Administration shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Administration 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, and as many additional Vice Presidents and Assistant Secretaries and Treasurers as the Board of the Administration may deem necessary.
- b. The President shall be the chief officer of the Association. e shall preside at all meetings of the Association and of the Board of Administration. He shall have all of the general powers and duties which are usually vested in the office of 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 Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall time to time be imposed upon him by the Board of Administration.
- d. The Secretary/Treasurer shall keep the minutes of all proceedings ... (cont'd)

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1
2 ... of the Directors and the members. He shall attend to the giving and serving of all notices of the
3 members and Directors, and such other notices required by law. He shall have custody of the seal of
4 the Association and affix the same to instruments requiring a seal when duly signed. He shall keep
5 records of the Association, its administration and salaries. He shall have custody of all property of the
6 Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the
7 Association in accordance with good accounting practices.

- 8 e) The compensation of all officers and employees of the Association shall be fixed by the Directors.
9 This provision shall not preclude the Board of Administration from employing a Director as an
10 employee of the Association, nor preclude the contracting with a Director for the management of the
11 condominium.

12 6. FISCAL MANAGEMENT

13 The provisions for fiscal management of the Association set forth in the Declaration of Condominium
14 and Articles of Incorporation shall be supplemented by the following provisions:

- 15 a. The Association shall maintain accounting records for each condominium it manages in the County
16 where the condominium is located, according to good accounting practices. The records shall be open
17 for inspection by unit owners or their authorized representatives at reasonable times and written
18 summaries of them shall be supplied at least annually to unit owners or their authorized representatives.
19 The records shall include, but are not limited to:

20 1. A record of all receipts and expenditures.

21 2. An account for each unit designating the name and current address of the unit owner, the
22 amount of each assessment, the date on which the assessments come due, the amount paid
23 upon the account and the balance due.

- 24 b. The Board of Administration shall adopt a budget for each calendar year which shall contain estimates
25 of the cost of performing the functions of the Association, including but not limited to the common
26 expense budget, which shall include, without limiting the generality of the foregoing, the estimated
27 amounts necessary for maintenance, and operation of common elements and limited common
28 elements, landscaping, street and walkways, office expense, utility services, casualty insurance liability
29 insurance, administration and salaries. The Board of Administration shall also establish the proposed
30 assessment against each member as more fully provided in the Declaration of Condominium. Delivery
31 of a copy of any budget to each member shall not affect the liability of any member for any such
32 assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition
33 precedent to the effectiveness of said budget originally adopted shall appear to be insufficient to pay
34 costs and expenses of operation and management, or in the event of emergencies.

- 35 c. The depository of the Association shall be such bank or banks as shall be designated from time to time
36 by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies
37 from such accounts shall be only by check signed by such person or persons as are authorized by the
38 Directors.

- 39 d. An audit of the account of the Association shall be made annually by an accountant, and a copy of the
40 report shall be furnished to each member not later than May 1 of the year following the year for which
41 the report is made.

- 42 e. Fidelity bonds shall be required by the Directors from all (cont'd)

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(cont'd)... 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.

- f) The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and adopt a budget by a vote of not less than two-thirds (2/3) majority of all unit owners. If the proposed budget does not require assessments against the unit owners exceeding 115% of such assessments for the preceding year, the Board of Administration may propose the budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessment exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest addition) shall govern the conduct of the corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or by the Statutes of the State of Florida.

8. AMENDMENTS TO BYLAWS

Amendments to these bylaws shall be proposed and adopted in the following manner:

- a. Amendments to these Bylaws may be proposed by the Board of Administration of the Association acting upon vote of a majority of the Directors, or by 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 Administration or members, such proposed amendment for 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 Board of Administration 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 [continued]

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..... 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 the 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 75% of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than 75% of the apartment units in the condominium. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language; "Substantial rewording of Bylaw. See bylaw for present text". Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and the Secretary/Treasurer of the Association, and a copy thereof shall be recorded into the public records of Brevard County, Florida from within ten (10) days from the date which any amendment or amendments have been affirmatively approved by the 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 represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

e. The undersigned, being the Secretary/Treasurer of the BEACH WINDS CONDOMINIUM 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 had a meeting held for such purpose on the 6th day of October 1977.

SECRETARY/TREASURER

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JOINDER BY MORTGAGEE IN DECLARATION OF CONDOMINIUM
OF BEACH WINDS, A CONDOMINIUM, PHASE I

STATE OF FLORIDA

COUNTY OF

NOTARY SEAL FOLLOWS;

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**BEACH WINDS
CONDOMINIUM
ASSOCIATION
RULES AND
REGULATIONS**

5

1 **BEACH WINDS CONDOMINIUM ASSOCIATION**
2 **RULES AND REGULATIONS**
3 **(UPDATED MARCH 28, 2019)**

4 *Note: All owners who rent or otherwise allow others to use their units should post these Rules and*
5 *Regulations plus those contained in the Condominium Documents in their units.*

6
7 **AUTHORITY AND RESPONSIBILITIES**

- 8 1. The Board of Directors approved these rules on July 7, 1997 and amended them December
9 13, 2010, April 30, 2018, September 5, 2018 and October 17, 2018, and March 28, 2019
10 pursuant to the authority contained in the Condominium Documents.
11
12 2. These rules and those in the Condominium Documents are to be complied with by the **unit**
13 **owners** and their **tenants**, and by all **occupants** of their apartments. Owners and tenants are
14 responsible for compliance by their guests and by their employees and other representatives.
15
16 3. Unit owners are responsible for informing their tenants of these rules and those listed in the
17 Condominium Documents.
18
19 4. Unit owners are responsible for posting a copy of these rules in their units for ready
20 reference at all times, for their **tenants**.

21
22 **ACCESS TO UNITS AND GARAGES**

- 23 1. As permitted by the Condominium Documents, the Association has rights of access to all
24 units and garages. **This is used only in emergency situations.**
25
26 2. Unit owners will provide the Board of Directors or the Office Administrator with keys,
27 which are kept in a secure place, to their units and garages.
28
29 3. If interior service is requested, exterminator must have access to unit.

30
31 **ACCESS TO BEACH**

32 Use walkway to beach; ingress or egress through dunes is **strictly prohibited** by law.
33

34 **ACCESS TO ROOFS OF BUILDINGS**

35 No one is permitted on roofs without permission of the Office Administrator or Board of
36 Directors.
37

38 **ALTERATIONS AND ADDITIONS**

39 Owners are prohibited by the Condominium Documents from causing any improvements or
40 change to the exterior of the buildings, including painting or other decorations, and the
41 installation of awnings or shutters. Unit owners desiring installation of hurricane shutters
42 shall apply to the Association by completing an Application for Approval to Proceed with
43 Installation of Hurricane Shutters. Hurricane shutters must comply with Association
44 resolution adopted
45 6/19/97 and filed with the Brevard County Clerks of the Courts. Only the Association is
46 authorized to change the appearance of any portion of buildings not wholly within the
47 boundaries of units.

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BARBECUE GRILLS

Per the Florida Statute and the National Fire Prevention code, no hibachi, grill or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3m) of any structure.

COMPLAINTS

Complaints regarding the service of the condominium may be submitted by owners or tenants, written, signed and addressed to the Board of Directors or the Office Administrator. Forms are available in the office and upon completion can be placed in the Association mail slot located in the mailroom.

ELEVATORS/STAIRWELLS/WALKWAYS

1. Elevators are important and expensive items. Instruct children in the proper use of elevators. No pre-school age children allowed in elevators without an adult.
2. Surfboards are not allowed in elevators and should be stored in garages or transported in stairwells for storage in the unit. Bicycles are not to be transported in elevators.
3. Dripping bathing attire is not permitted in elevators. Please dry off before entering and no bare feet.
4. **Before permitting movers, deliverymen, workmen, and others to use elevators** for transport of furniture, equipment, and other large items, inform Office Administrator, who will ensure maintenance personnel are available to install floor and wall protection. **Unit owners will be held liable for any damage caused by their representative workmen.**
5. No smoking in elevators, stairwells and walkways.
6. Grocery carts are not to be left in elevators.

FLAGS

Any and all flag holders for the purpose of displaying the American Flag or Federally approved Military Flag must be installed on the balcony railing using a removable holder that does not involve screws of any type. All flags must be removed during inclement weather. All flag display must conform to the United States Code, Title 36, Chapter 10 standards.

GARMENTS, RUGS, TOWELS, ETC.

1. Garments, rugs, towels, etc., are not to be hung from windows, balconies, or from any other façade of the condominium property.
2. Rugs, mops, etc., shall not be shaken from windows, doors, balconies, patios, walkways, or other common areas. Rugs, etc., are not to be beaten outside units or garages.

GUEST/TENANTS

1. All guests must adhere to all Rules and Regulations set forth by Beach Winds Condominium Association.

- 2. Guests and tenants must register with the Office Administrator or a member of the Board of Directors by completing registration forms. Registration forms are available in the office. Completed forms are to be dropped in the Association mail slot located in the mailroom.
- 3. Over night guests are limited to the number of occupants allowed for size of condominium unit set forth in paragraph two, under **OCCUPANCY** of these Rules and Regulations.

HURRICANE SHUTTERS

Installation of Hurricane Shutters must comply with Beach Winds Condominium Association Resolution of the Board of Directors filed with the Brevard County Clerk of the Courts.

INFLAMMABLES

No inflammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any unit or limited common element assigned thereto, except as are required for normal household use.

LAWFUL USE OF CONDOMINIUM PROPERTY

- 1. Immoral, improper, offensive use of the condominium property is prohibited.
- 2. All laws, ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

MISCELLANEOUS

- 1. Owners will inform their contractors that tools and equipment are not to be rinsed, washed, cleaned, etc., on common elements.
- 2. Owners will inform contractors that remodeling and/or construction debris or trash must be hauled off property and it is not to be disposed of in Beach Winds dumpster.
- 3. Owners will be held **responsible** for repairs and clean up cost if their respective contractors cause damage to common element property.

NUISANCES

- 1. No nuisances are allowed to be committed or maintained upon the condominium property. Any use or practice that is a source of annoyance to residents, or that interferes with the peaceful possession of the property is prohibited.
- 2. Excessive noise of any nature, which would annoy occupants and guests, is prohibited. Please keep radios, stereos, televisions, etc., to a minimum sound level at all times.
- 3. Bird/squirrel feeding from patios, balconies, and walkways is strictly prohibited.

OCCUPANCY RESTRICTIONS

- 1. Condominium units are for residential use only.
- 2. Maximum number of **permanent** occupants per unit:

	BEDROOMS	OCCUPANTS
1		
2	1	2
3	2	4
4	3	5

OFFICE ADMINISTRATOR TO BE INFORMED OF OCCUPANTS

Owners and tenants must keep the Office Administrator informed of the permanent occupants and houseguests of their unit.

PERSONAL PROPERTY IN COMMON AREAS

1. Personal property shall be kept only in units and garages.
2. Beach/pool equipment, packages, plants, or objects of any kind are not to be left unattended in or on sidewalks, walkways, entrances, stairways, elevators, and similar areas. Such areas are to be used for no other purpose than normal transit.
3. Canoes, kayaks, boats, trailers, boating equipment, water craft of any type, and surfboards may not be stored in common areas. Items stored in the common areas will be removed or towed from the property as provided in the Condominium Documents.

PETS

1. Only one pet weighing no more than 30 pounds may be kept in a unit.
2. Pets are not allowed on beach. (County ordinance).
3. Pets are not allowed in the recreation area.
4. Each pet must be kept on a leash when outside a condo unit or limited common area.
5. Walk pets only on the north and south property lines behind garages.
6. Pet excreta must be properly bagged and securely tied before disposal in trash chutes.

RECREATIONAL FACILITIES

1. Recreational facilities are for use only by residents, their houseguests and guests of residents while residents are on the premises.
2. Use privileges are not to be freely extended to friends or casual acquaintances.
3. An owner renting his condo relinquishes his rights and privileges to all recreational facilities during the rental period.
4. Residents are responsible for the conduct of their visitors and guests.

RECREATION ROOM

1. A resident may reserve the recreation room for a limited period with the permission of the Office Administrator. "Recreation Room Rental Applications" and "Hold Harmless Agreements" are available in the office. Both certificates must be completed and placed in the Association mail slot in the mailroom.
2. Each notice of reservation will be posted on the calendar and on the lobby bulletin board for notices.

RECYCLING/REFUSE (Recycling is mandated by law)

1. All glass, **plastic containers numbered 1-7** in an arrow shaped triangle, aluminum cans, office paper, newspapers, magazines, catalogs, and telephone books, should be placed in recycling bins. **No garbage** is to be placed in these bins.
2. All garbage, trash, or other refuse is to be deposited only in trash chutes or dumpsters.
3. Use disposal whenever possible for wet garbage.
4. **Break down cardboard boxes and cartons and place them in the recycle bins located at the east end of Garage "A" and the west end of Garage "D".**
5. Due to noise concerns, refuse chutes are to be **used between 7:00 A.M. and 9:00 P.M.** only.

RENTALS

In a Special Membership Meeting on 9-21-04 a vote on Amendments to the Declaration of Condominium passed instituting the following changes to our "Rules and Regulations" with respect to rentals.

1. An owner may rent an entire unit to a tenant for a **minimum rental period of 90 days**.
2. **Each rental must be covered by a bona-fide lease agreement in writing, as well as a completed condominium rental registration.** The agreement must contain a provision requiring the tenant's compliance with these Rules and Regulations and those contained in the Condominium Documents. The lease shall not release or discharge unit owners from compliance with Condominium Documents.
3. An owner is prohibited from leasing a unit prior to the expiration of prior 90 day lease.
4. **Sub-leasing is prohibited; no transient tenants may be accommodated.**
5. Refer to 9-21-04 Amendment to Declaration of Condominium for detailed information and restrictions.
6. Tenant information forms can be obtained at the office.

- 1 7. Adopted 9-5-18: Advertising of Beach Winds units by "Guest Services" consolidators (AirBnB/VRBO,
2 etc.) is strictly prohibited. Violators are in direct conflict with Association Amendments passed 9-21-
3 2004.

4 5 **RUNNING AND PLAYING**

- 6 1. No running or playing on pool deck, walkways, in elevators, in stairwells, or entrance areas.
7
8 ~~2.~~ Use of skateboards, rollerblades, or roller skates is not permitted on any walkway areas, pool
9 deck, stairwells or in elevators.

10 11 **SIGNS AND ADVERTISEMENTS**

12 No sign, advertisement or notice of any type shall be shown on the common property of any
13 unit. With Board of Director or Office Administrator **permission**, notices may be posted on
14 bulletin board located in the Association mailroom.

15 16 **SHUFFLEBOARD**

- 17 1. Equipment room will be open during daylight hours; remember to return all equipment to
18 storage room upon completion of play.
19
20 2. Children under 12 years of age are allowed to play only with adult supervision.
21
22
23

24 **SWIMMING POOL AND SURROUNDING AREA**

- 25 1. Observe all posted pool rules.
26
27 2. Pool hours are **Dawn to Dusk** per Florida State Law.
28
29 3. All persons using the pool do so at their own risk. There is no lifeguard.
30
31 4. Children under 12 years of age must be accompanied by an adult while in the pool area.
32
33 5. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing
34 when entering or being carried into the pool.
35
36 6. **NO GLASS** or other easily breakable containers allowed on pool deck. No food or drink
37 may be consumed within 4 feet from the edge of the pool area.
38
39 7. Cigarettes must be deposited in containers.
40
41 8. Other than certified and properly vested service animals, pets are not allowed in pool or on
42 the deck area.
43
44 9. Persons coming off the beach must remove tar from feet and footwear before entering pool
45 area and must shower before entering the pool.
46
47 10. Remove suntan oil or lotion by showering before using pool.
48
49 10. Place towels on chairs and lounges if suntan oil or lotion is being used.

- 1
- 2 11. Good hygienic health habits must be observed in and around the pool.
- 3
- 4 12. Appropriate bathing suits are required in the pool at all times.
- 5
- 6 13. No tampering or abuse of pool equipment.
- 7
- 8 14. No boisterous activity or unnecessary noise is permitted in the pool area.
- 9
- 10 15. No diving in the pool.
- 11
- 12 ~~16.~~ No oversized floats or pool toys are permitted in the pool. Please limit the floats to
- 13 "noodles" or other similar floats.
- 14
- 15 17. No surfboards or bicycles in the pool area.
- 16
- 17 18. No athletic activities or games other than swimming are permitted in the pool.
- 18
- 19 19. Swimmers must towel off and use appropriate footwear before entering building elevators.
- 20
- 21 20. Chairs and lounges are not to be removed from the pool deck.
- 22

23 **TENNIS COURT**

- 24 1. Tennis shoes are required on the court.
- 25
- 26 2. Children under 12 years of age may not play unless accompanied by an adult.
- 27
- 28 3. The court cannot be used by unit owners for monetary gain. Only a unit occupant and guests
- 29 may receive professional instruction during their allotted time.
- 30
- 31 4. The court shall be **used during daylight hours only**. The gate is to be locked upon
- 32 completion of play.
- 33
- 34

35 **VEHICLES**

- 36 1. Automobiles will be parked only in marked areas. No parking or standing in Fire Lane.
- 37 Parking in designated handicap parking spaces is limited to vehicles with handicap licenses
- 38 plates, handicap hang tags, or handicap placards.
- 39
- 40 2. Automobile parking spaces may be used only for parking automobiles, including SUVs,
- 41 Vans, Pick-ups (without dual wheels), that are in operating condition. No other vehicles or
- 42 objects, including but not limited to recreational vehicles, trucks (with dual wheels),
- 43 motorcycles, trailers may be left in automobile parking spaces. Motor homes, boats, and
- 44 trailers are prohibited from parking on condominium property, unless approved for a limited
- 45 period of time by the Board of Directors. Motorcycles, trucks, and guest parking will be on
- 46 the south property line only. Vehicles using the loading lanes will not be left unattended.
- 47
- 48 3. Automobile parking is limited to occupants and their houseguests or visitors only when they
- 49 are visiting on condominium property. Guests and visitors will park in designated areas and

1 only along the south property line.
2

3 4. Due to limited parking space, no car-pooling parking is allowed on condominium property.
4

5 5. Work on vehicles outside garages is limited to cleaning, minor adjustments, and emergency
6 repairs.
7

8 6. Garage doors are to remain **closed** when occupants are not present.
9

10 7. Speed limit is 10 mph. Use caution at all times, especially at blind corners. Obey Stop
11 signs.
12

13 8. Wash cars at car wash area only.
14

15 9. Beach Winds **Parking Permits are required to be displayed** on the rear window, bottom,
16 left corner of all vehicles parked in the area designated "Parking by Permit Only" at both the
17 Tower and Town-Homes locations where posted. Temporary parking tags must be visible
18 on the front dash board or adhered to the rear bottom left corner of the vehicle. **Vehicles**
19 **without Beach Winds permits parked in this area will be subject to towing at owner's**
20 **expense.**
21

22 **VIOLATIONS**

23 Violations of these rules should be reported to Management or the Board of Directors for the
24 proper actions by the Association. Continued violations will warrant legal action.
25
26
27

28 **[END OF DOCUMENT]**