

AMENDMENTS
ATTACHED

[VOL 4183 PG 970

OFFICIAL RECORDS

DECLARATION OF CONDOMINIUM

OF

OCEAN 14. A CONDOMINIUM

THIS INSTRUMENT PREPARED BY
GRAY C. RAMBAUR
1509 BARNETT BANK BUILDING
JACKSONVILLE, FLORIDA 32202

KNOW ALL MEN BY THESE PRESENTS, that A. W. HIRSHBERG, INC., a Florida corporation ("Developer"), does hereby submit to condominium ownership, pursuant to Chapter 711, Florida Statutes, as amended, the provisions of which are included herein, hereinafter referred to as "Condominium Act", the land and all improvements existing thereon, and all equipment, furnishings and fixtures located thereon, in Duval County, Florida, hereinafter referred to as the "Condominium Property", more particularly described as follows:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville Beach, County of Duval and State of Florida, known and described as:

Lots 1, 2, 3 and 4, Block 131, PABLO BEACH SOUTH, according to plat thereof recorded in Plat Book 3, page 28, together with that part of Ocean Boulevard lying Easterly of and between the Easterly projection of the Northerly and Southerly lines of said Block 131, to the existing and/or former concrete bulkhead on the Atlantic Ocean, together with that portion of 13th Avenue South lying Easterly of the East right-of-way line of First Street and Westerly of the existing and/or former bulkhead line of the Atlantic Ocean as closed by Ordinance 6831, City of Jacksonville Beach, excepting that portion of 13th Avenue South conveyed to the City of Jacksonville Beach by Deed recorded in Official Records Volume 3628, page 382.

The Condominium Property shall hereafter be subject to the provisions, restrictions, reservations, covenants, conditions and easements hereinafter set forth and as set forth in the "Condominium Act".

RECORDED AND RETURNED
RAMBAUR & RUCKENMORE
1509 BARNETT NATIONAL BANK BUILDING
JACKSONVILLE, FLORIDA 32202

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1. NAME. The name of this condominium shall be OCEAN 14, A CONDOMINIUM.

2. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act, which act, as it has been amended, is incorporated herein by this reference, and are as follows:

2.1 Unit means unit as defined by the Condominium Act. There are four types of units as follows:

(a) "Dwelling Unit" means any one of the dwelling units identified as a Dwelling Unit on Exhibit A attached hereto.

(b) "Garage Unit" means any one of the garage units identified as Garage Unit on Exhibit A attached hereto.

(c) "Storage Unit" means any one of the storage units identified as Storage Unit on Exhibit A attached hereto.

(d) "Office Unit" means the office unit identified as Office Unit on Exhibit attached hereto.

2.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

2.3 "Association" means the OCEAN 14 ASSOCIATION, INC., a non-profit corporation, which is the entity responsible for the operation of this condominium.

2.4 "By-Laws" means the by-laws of OCEAN 14 ASSOCIATION, INC. for the government of this condominium as they exist from time to time.

2.5 "Common Elements" means the portions of the condominium property not included in the units.

2.6 "Common Expenses" means the expenses for which the unit owners are liable to the association.

2.7 "Common Surplus" means the excess of all receipts of the association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.8 "Condominium Parcel" means a Dwelling Unit, together with a Storage Unit, if applicable and/or together with a Garage Unit, if applicable, together with an undivided interest in the Common Elements appurtenant thereto, with the exclusive right in common with the other Unit Owners to use the Common Elements and an undivided share in the Common Surplus. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance thereto, and without the necessity of specific reference, its respective undivided share of the Common Elements, the Common Surplus, and the right to use the Common Elements in conjunction with the other Unit Owners. The Storage Units and the Garage Units are intended to comprise a portion of the various Condominium Parcels and therefore may be owned only by owners of a Dwelling Unit or the Office Unit. No Storage Unit or Garage Unit may be conveyed except to the owner of a Dwelling Unit or the Office Unit.

2.9 "Condominium Property" means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.10 "Developer" means a person who creates a condominium, or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term "developer" shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for assignment, when they have acquired or leased the units for their own occupancy.

2.11 "Operation", or "Operation of the Condominium" means and includes the administration and management of the condominium property.

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2.12 "Unit" means a part of the condominium property which is to be subject to private ownership. A unit may be in improvements, land or land and improvements, together.

2.13 "Unit Owner" or owner of a unit means the owner of a condominium parcel.

3. SURVEY, PLOT PLAN AND DESCRIPTION OF IMPROVEMENTS.

A survey of the land, a graphic description and plot plan locating the improvements thereof identifying and numbering each Unit, the Common Elements, and their relative locations and approximate dimensions are attached hereto as Exhibits. The Units are identified and have the percentage Ownership of Common Elements appurtenant thereto as described in an Exhibit.

4. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and its improvement shall be as follows:

4.1 Units.

(a) By the Association. The Association shall maintain, repair and replace promptly at the Association's expense:

(1) All boundary walls, ceilings and floors of a Unit, except the interior surfaces, and all portions of a Unit contributing to the support of the building, including but not limited to the outside walls of buildings; and all fixtures on the exterior; and load-bearing walls; and floor slabs of patios and Garage Units;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit, and all such facilities

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contained within a Unit that service part or parts of the Condominium other than the Unit in which they are contained; and

(3) All the Common Elements;

(4) All other items which the Board of Directors from time to time determines shall be maintained, repaired or replaced by the Association.

(b) By the Owner. The responsibility of the Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association, including but not limited to:

(a) heating and air conditioning equipment within his Unit and the ducts, pipes, wiring, controls and other apparatus serving his Unit;

(b) all kitchen and bathroom fixtures, apparatus and equipment;

(c) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits within the Unit from the unfinished surface of the boundary wall of the Unit inward;

(d) Both sides of all doors within the Unit including those which open to the Unit from an entranceway of the outside, interior walls and partitions, wall decorations and built-in furniture, windows and window apparatus and glass sliding glass doors, screens and screen supports.

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(2) Not to install any mechanical equipment which, when in use, will cause annoyance to the occupants of other Units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium building or the Common Elements which are appurtenant to the Unit of each respective Owner without the express written permission of the Association.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement. Except as elsewhere reserved to Developer, neither an Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Condominium buildings, or impair any easement.

(d) Assessments for Repairs. In the event a Unit Owner fails to properly maintain and repair his Unit, then the Association, at the discretion of the Board of Directors, may make such repairs as it may deem necessary and the cost thereof shall be assessed against such defaulting Owner. The Association shall have a lien against a Unit for the cost of any repairs it shall make thereto, to the same extent as is provided herein for failure to pay any other special assessments.

4.2. Common Elements, Common Expenses and Common Surplus.

The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense. The Unit Owners shall share the Common Expenses and the Common Surplus in proportion to each Unit Owner's percentage share of the Common Elements.

5. BUDGETS, ASSESSMENTS AND LIENS. The Board shall cause to be prepared and adopted an estimated annual budget for each fiscal year of the Association in the manner provided by Chapter 711, Florida Statutes. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll, taxes, supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the Unit Owners on an individual or separate basis rather than a common basis). The annual budget may also take into account the estimated net available cash income for the year and a reserve for replacements, and assessments for the betterment of the Condominium Property in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

5.1 In the event that there remains due and unpaid monies due the Association by a Unit Owner for which a statement for the same has been given the Unit Owner by the Association and the same remains unpaid for a period of fifteen (15) days from the date same became due, the Association shall have the privilege of charging a late charge in the amount of four cents for each dollar or fraction thereof of said amount and the same shall be due and payable in the same manner as all other assessments and liens.

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5.2 The Association shall have a lien on each Condominium Parcel for any unpaid assessments and interest thereon and said lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien as provided by Chapter 711, Florida Statutes as amended. In the event of a foreclosure to collect said lien, the Unit Owner shall pay a reasonable rental for the Condominium Parcel.

6. THE ASSOCIATION, VOTING RIGHTS OF OWNER AND MANAGEMENT. The administration and operation of the condominium will be conducted by the OCEAN 14 ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida and as set forth in Chapter 711 Florida Statutes, as amended.

6.1 Membership. All persons owning a vested present interest of record in the fee title to any Condominium Parcel shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title to the Condominium Parcel terminates. Membership in the Association cannot be transferred, assigned, or pledged in any manner except as an appurtenance to a Unit.

6.2 Voting Rights. Each Owner shall be entitled to one vote in the Association. In the event the Unit is owned by more than one person or by a corporation, trust or other entity, the person entitled to cast the vote for that Unit shall be designated by a certificate filed with the Secretary of the Association signed by the President of the corporation of the entity owning that Unit or by all joint owners of that Unit. The weight given to each vote

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shall be the total percentage of the Common Elements assigned to each Dwelling Unit plus each Garage Unit and each Storage Unit owned by the Unit Owner.

6.3 Management. All of the affairs and Condominium Property and of the Association shall be controlled and managed by the officers and Board of Directors. A copy of the Articles of Incorporation is attached hereto as an Exhibit and by this reference made a part hereof. The By-Laws governing the operation of the condominium and of the Association are attached hereto as an Exhibit and by this reference made a part hereof. The Association shall have all of the rights, powers and privileges provided by the Condominium Act, the laws governing Florida non-profit corporations, the Articles of Incorporation, the By-Laws and this Declaration.

6.4 Registry of Owners and Mortgagees. The Association shall at all times maintain a register setting forth the names of the Owners. In the event of the sale or transfer of any Condominium Parcel to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Condominium Parcel together with a certified copy of the recorded instrument by which such purchaser or transferee has acquired his interest in any Condominium Parcel. The Owner shall notify the Association of any mortgages encumbering any Condominium Parcel and any transfers thereof, the amount of such mortgage or mortgages, and the recording information for the mortgage or mortgages. The holder of any mortgage encumbering any Condominium Parcel may, if he so desires, notify the Association of the existence of any mortgage held by such party on any Condominium Parcel, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

7. TRANSFERS SUBJECT TO ASSOCIATION'S RIGHT OF FIRST REFUSAL. The transfer of Units by any Owner other than the Developer shall be subject to the right of first refusal of the Association.

which right as hereafter set forth, each Owner covenants to observe.

7.1 Notice. No Owner may sell his Unit without first giving the Association notice in writing of the intended sale, together with an executed copy of the proposed sales contract. The Notice shall be given by registered or certified mail addressed to the Association at 14th Avenue South on the Ocean, Jacksonville Beach, Florida 32250, or such other address as the Association from time to time may furnish to members in writing. Notice to the Owner by the Association shall be given by registered or certified mail at the address he designates in the Notice.

7.2 Options of Association. The Association shall have the right, at its option, to elect to purchase the Condominium Parcel upon the same terms as stated in the Notice, except that the purchase price shall be paid in cash, or to assign this right of first refusal to any persons selected by it including any member of the Association. This option shall be exercised at a special meeting of the Association called by the Board of Directors within 15 days of the receipt of notice.

(a) If the Unit Owners holding at least 50% of the voting rights agree in writing before or at the meeting to exercise the option to purchase, the Association shall exercise the option to purchase and the Association shall so notify the Owner. Such purchase by the Association shall be closed within 30 days thereafter upon the same terms as proposed in the Notice, except that payment shall be in cash. The Board of Directors shall have authority to make a mortgage or other financing arrangements in connection with the purchase, and to do all other acts as may be deemed necessary.

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to close and consummate the purchase of the Condominium Parcel by the Association.

(b) If the Unit Owners holding at least 50% of the voting rights agree in writing either before or at the meeting to assign the right of first refusal to a third person and if that third person accepts the assignment, the Association shall promptly give written notice thereof to the selling Unit Owner stating the name of the person to whom the option to purchase has been assigned. The assignee shall close the transaction within 30 days thereafter on the same terms contained in the Notice, except that the purchase price shall be paid in cash. The Association shall deliver to the purchaser a certificate of approval which he may record in the public records of Duval County, Florida, at his expense. The Association shall have the right to cause the assignee to specifically perform the purchase of the Condominium Parcel.

(c) If the selling Unit Owner receives notice from the Association that it has elected not to exercise its options, or if the Association fails to give any written notice to the Unit Owner within 30 days after receipt of the Notice, then the Unit Owner may proceed to close the proposed sale with the named purchaser at any time within the next 90 days thereafter at the price and on the terms stated in the Notice. The Association shall within a reasonable time after the sale furnish to the purchaser a certificate of approval which the purchaser may record in the public records of Duval County, Florida, at his expense. If he fails to close the transaction within the 90 days, his Condominium Parcel shall again become subject to the Association's right of first refusal as herein provided.

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7.3 Unauthorized Transactions. If any Owner shall attempt to sell his Condominium Parcel without complying with the foregoing provisions, the Association shall have each and all the remedies and actions available to the Association hereunder, or at law or in equity in connection with the proposed sale, including without limitation, the right to specific performance of the right to purchase from the new owner the Condominium Parcel upon the same terms and conditions as those by which the new purchaser acquired his interest except the purchase price shall be paid in cash. In addition to each and all the remedies and actions available to the Association hereunder, or at law or in equity, the Association shall have the right to require that the purchaser convey his interest in the Condominium Parcel to the Association or its duly selected assignee, upon the terms and conditions herein set forth.

7.4 Transfer by the Association. If the Association owns or leases a Condominium Parcel, the Board of Directors shall have the authority at any time thereafter to sell or sublease the Condominium Parcel on behalf of the Association upon such terms as the Board of Directors shall deem advisable, without the necessity of complying with the foregoing provisions relating to the Association's right of first refusal, and all the net proceeds or deficits therefrom shall be distributed to, or assessed to, the Owners in accordance with their ownership interest in the Common Elements.

7.5 Exceptions. The foregoing provisions of this section shall not apply to (a) A. W. HIRSHBERG, INC. or (b) a transfer to or purchase by an institutional mortgagee which acquires its title as the result of foreclosure of a mortgage, whether the title is

acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by that mortgagee. Neither shall such provisions require the approval of a purchaser who acquires the title to a Condominium Parcel at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

8. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions so long as the condominium and the condominium buildings exist in a useful condition on the land described herein.

8.1 Units. Each of the Units shall be occupied by a single family only, and their guests, as a residence and for no other purpose. No transient occupants shall be allowed. Except as reserved to the Developer before sale, no Unit may be divided or subdivided into a smaller Unit, nor shall any portion thereof be sold or otherwise transferred, without first properly amending this Declaration to show the resulting changes in the Units.

8.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and occupants of the Units.

8.3 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with residents. No loud or objectionable noises or odors shall be permitted to emanate from any Unit which may disturb adjacent Owners. All parts of the Condominium Property shall be kept in a clean and

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sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his Unit or make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property.

8.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the specific property concerned.

8.5 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors, provided the regulations do not conflict with this Declaration or the By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Condominium upon request. All Owners agree to abide by the Regulations and By-Laws of this Condominium.

8.6 Rights of Association. The Board of Directors or its designated agent shall have the right to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, and the By-Laws and regulations of the Association or to enter any Unit to maintain, alter or repair any portion of the Common Elements or

to enter any Unit at any time in case of any emergency originating in or threatening any Condominium Parcel.

8.7 Signs. No signs shall be displayed from a Unit or the Common Elements except those which have the advance written approval from the Developer or the Association.

9. RIGHTS OF DEVELOPER. Until Developer has completed all of the contemplated improvements and closed the sales of all Units, neither the Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas without charge as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Condominium Property and the display of signs. The Developer also hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the Condominium and all of the affairs of the Association, including naming all directors and officers of the Association until the time set forth in Florida Statutes Chapter 711, as amended, for the Unit Owners to assume control of the Association. Until Developer's exclusive right to manage the affairs of the Association and the Condominium has terminated, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association for the maintenance and operation of the Condominium Property, the determination, levy and collection of assessments, the enactment and enforcement of regulations respecting the use of the Condominium Property, and payment of all Common Expenses.

10. DEVELOPER'S GUARANTEE OF PAYMENT OF COMMON

EXPENSES. Until the Unit Owners elect 50% of the members of the Board of Directors of the Association, hereinafter referred to as "said Period", the Developer guarantees that the assessments for Common Expenses of the Condominium, imposed upon the Unit Owners other than the Developer, shall not increase over the dollar amount stated in the budget set forth herein and Developer obligates itself to pay any amount of Common Expenses incurred during said Period which are in excess of the assessments at the guaranteed level receivable from other Unit Owners. During said Period the Developer shall be excused from the payment of its share of the Common Expenses in respect of those Units owned by it. The Developer's guarantee shall be in lieu of and in exchange for the payment of the share of Common Expenses attributable to Units owned by Developer during said Period. In the event of a casualty during the time in which the Developer guarantees the expenses of the Association, such guarantee shall not extend nor be applicable to casualty loss, but such loss shall be apportioned among all the Units.

11. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act.

11.1 Destruction. In the event it is determined in the manner elsewhere provided that the Condominium buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without agreement.

11.2 Agreement. The Condominium may be terminated by the approval in writing of all of the Unit Owners and mortgagees of record. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of not less than 2/3 of the votes of the entire membership, and of all mortgagees of record are obtained in writing not later

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than 30 days from the date of such meeting, then the approving Owners shall have an option to buy all of the Condominium Parcels of the other Owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each Owner of the Units to be purchased the following instruments:

(1) A certificate executed by the president and secretary of the Association certifying that the option to purchase Units owned by Owners not approving termination has been exercised as to all of such Units. Such certificate shall state the names of the Owners exercising the option, the Units owned by them and the Units being purchased by each of them.

(2) An agreement to purchase upon the terms herein stated the Unit of the Owner receiving the notice, which agreement shall be signed by the purchasing Owner.

(b) Price. The sale price for each Condominium Parcel shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, it shall be determined by arbitration in accordance with Section 14 below, and the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their

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appraisals of the Condominium Parcel; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

(d) Closing. The sale shall be closed within ten days following the determination of the sale price.

(e) Termination. The closing of the purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the certificate hereafter required.

11.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Duval County, Florida.

11.4 Shares of Owners after Termination. After termination of the Condominium, Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

11.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and all mortgagees of record of Condominium Parcels.

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12. NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS. Common Elements shall be, and the same are hereby declared to be subject to a non-exclusive easement of ingress and egress in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners of Units. Notwithstanding anything above provided in this Article, OCEAN 14 ASSOCIATION, INC. shall have the right to establish the rules and regulations pursuant to which the Owner or Owners of any Units may be entitled to the exclusive use of any parking space or spaces.

13. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such Owner or Owners, then an easement appurtenant to such Dwelling shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Dwelling, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

14. DEVELOPER TO CONVEY OFFICE UNIT WITHOUT CHARGE. The Developer has retained title to the Office Unit. Upon the sale by Developer of all of the Units, or before, at the Developer's sole discretion, Developer agrees to convey the Office Unit to the Association for TEN DOLLARS consideration and until said date, Developer agrees to make space available in said Office Unit to the Association with the Developer and the Association proportionately sharing the monthly assessments therefore.

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15. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation, By-Laws or Regulations of the Association shall not affect the validity of the remaining portions thereof.

16. DEVELOPER'S RIGHT TO AMEND DECLARATION. So long as the Developer controls the Association it may amend this Declaration without the consent or joinder of anyone, by executing an instrument to that affect in the same manner required for deeds and recording the same in the public records of Duval County, Florida; provided such amendment is required by a prospective holder of a first mortgage lien on any Condominium Parcel and provided further that such amendment does not materially adversely affect the rights of any Unit Owner.

17. CONSTRUCTION MORTGAGEES' RIGHTS SUPERIOR TO CONTRACT PURCHASERS. A Construction Loan (the "Loan") has been obtained from the FIRST NATIONAL BANK in ST. LOUIS (the "Bank"), for the purpose of constructing the condominium improvements, which Loan is secured by a Mortgage (the "Mortgage") recorded in Official Records Volume 3791, pages 228 through 306, in the Office of the Clerk of the Circuit Court of Duval County, Florida. The Mortgage shall be and remains a first lien on the real property and improvements described therein and included as a part of the Condominium Property, superior to the rights of contract purchasers of Condominium Units, until a valid release of the Mortgage has been executed and delivered pursuant to the closing of each Condominium Unit. If the Bank, its nominee, designee, or any purchaser acquires title to any portion of the Condominium Property by reason of foreclosure of the Mortgage or conveyance to the Bank, its nominee, designee, or any other purchaser by deed in lieu of foreclosure of the Mortgage, the Bank, its nominee, designee or such other purchaser shall have all of the rights set forth in the Mortgage as provided by law.

18. ANNUAL BUDGET. MONTHLY CONDOMINIUM CHARGES. There is attached hereto as an Exhibit the First Annual Budget, together with a schedule showing the Monthly Condominium Charges per Unit.

19. AMENDMENT TO DECLARATION. This Declaration may be amended as provided for in Chapter 711, Florida Statutes.

20. INSURANCE. The insurance, which may be carried on the Condominium Property and the property of the Owners, shall be governed by the following provisions:

20.1 Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Board of Directors for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. The master policies and all endorsements shall be held by the Association.

20.2 Coverage. The Association shall obtain casualty insurance upon all buildings and improvements upon the land and all personal property included in the Common Elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors, but subject to such standard deductible clauses as are required in order to obtain coverage at reasonable costs. Notwithstanding the foregoing, the amount of deductible clause shall not exceed an amount which would render the holders of first mortgages on the individual Units co-insurers. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief. The Board of Directors shall obtain such other insurance coverage

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for the Association as it deems desirable or required by law including but not limited to workmen's compensation and public liability insurance.

20.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, or by misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by an Owner shall be assessed against that Owner. The Association shall furnish evidence of payment of premiums to each mortgagee listed in the register of mortgagees.

20.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses in excess of \$10,000.00 shall be paid to such bank in Jacksonville Beach or Jacksonville, Florida, with trust powers as may be designated as Insurance Trustee by the Board of Directors. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) Owners. An undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Mortgagee. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may

OFFICIAL RECORDS

appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Owner and mortgagee pursuant to the provisions of this Declaration.

20.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trustee. All expenses of the Insurance Trustee shall be first paid or provision for payment made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Owners and their mortgagees being payable jointly to them.

(d) Certificate. In making distribution to Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners and their respective shares of the distribution.

20.6 Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lien holder and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

20.7 Benefit of Mortgagees. Certain provisions in this Section 7, entitled "Insurance" are for the benefit of mortgagees of Condominium Parcels, and all of such provisions are covenants for the benefits of any mortgagee of a Unit and may be enforced by such mortgagee.

21. RECONSTRUCTION OR REPAIR AFTER CASUALTY; EMINENT DOMAIN.

21.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Lesser Damage. If Units to which 50% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

(b) Major Damage. If units to which more than 50% of the Common Elements are appurtenant are found by the Board of

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Directors to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds the Association shall give to all Owners notice of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the Owners of two-thirds (2/3) of the votes of the Association, the damaged property will be reconstructed or repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expense of such determination shall be a Common Expense.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to

be reconstructed or repaired.

21.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or, if not, then according to plans and specifications approved by the Board of Directors, institutional lenders holding first mortgages upon the Units affected, and by the Owners of not less than 2/3 of the Common Elements, including the Owners of all Units the plans for which are to be altered, which approvals shall not be unreasonably withheld.

21.3 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property, except that in the event of casualty during the time in which the Developer guarantees the expenses of the Association, such guarantee shall not extend nor be applicable to casualty loss, but such loss shall be apportioned among all the Units.

21.4 Assessments. If the proceeds of insurance are not sufficient to reconstruct and repair the damaged property, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Assessments shall be made against all Owners in proportion to their shares in the Common Elements. Assessments for the repair of one or more Units shall be made against the Owners of those Units in such amounts as is necessary to repair those Units. Provided, however, the amount of such assessments provided for in this paragraph shall not be included in the assessments for Common Expenses guaranteed by the Developer as provided for herein.

21.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds

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collected by the Association from assessments against the Owners, shall be disbursed in the following manner:

- (a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000.00 and does not involve material damage to structural parts of the building, the construction fund shall be disbursed in payment of such costs upon direction of the Board of Directors.
- (b) Association - major damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000.00 or involves material damage to the structural parts of the building, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (c) Owner. The portion of insurance proceeds representing damage for which an Owner has the responsibility of reconstruction and repair shall be paid by the Insurance Trustee to the Owner, or if there is a mortgagee endorsement as to such Unit, then to the Owner and the mortgagee jointly, who may use such proceeds as they decide.
- (d) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Other provisions of this Section 21 notwithstanding if the Developer is the owner at the time of casualty of Units comprising more than 50% ownership interest in the Condominium Property, then the Developer shall act as the Insurance Trustee and proceeds of insurance shall be taken in trust by the Developer and shall be distributed in accordance with the provisions of Paragraph 20.5 for the benefit of all beneficial owners.

21.6 Eminent domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors, a special assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) Unit reduced but tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(1) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of that particular Unit.

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(2) The balance of the award, if any, shall be distributed to the Owner and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Owner and mortgagees.

(b) Unit made untenable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be paid to the Owner and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Owner and mortgagees. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners in the manner approved by the Board of Directors and the cost of work shall be a Common Expense. The shares in the Common Elements appurtenant to the remaining Units of the condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Owners by recomputing the shares of the remaining Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment. The changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment of this Declaration.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium as of the 15th day of June, 1976.

Signed, sealed and delivered in the presence of:

A. W. HIRSHBERG, INC.
BY:

(corporate seal)

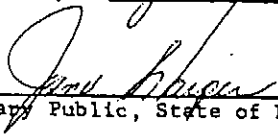
A. Walter Hirschberg, President

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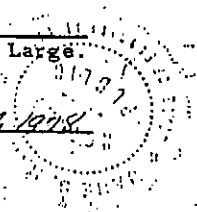
STATE OF FLORIDA)
COUNTY OF DUVAL)

PERSONALLY APPEARED before me, A. WALTER HIRSHBERG,
as President of A. W. HIRSHBERG, INC., a Florida corporation,
and he acknowledged to and before me that he executed the
foregoing Declaration of Condominium as such officer of said corporation
and that he affixed the official seal of the corporation thereto and
the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and
State aforesaid this 15th day of June, 1976.


Notary Public, State of Florida at Large

My commission expires: March 17, 1978



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CERTIFICATE OF SURVEYOR

FOR

CONDOMINIUM KNOWN AS

OCEAN 14

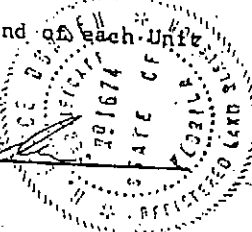
STATE OF FLORIDA)
COUNTY OF DUVAL)

Before me, the undersigned authority, personally
appeared H. Bruce Hurdlen, by me well known
and known to me to be the person hereinafter described, who
being by me first duly sworn, deposes and says:

1. That affiant is a duly registered and duly licensed
surveyor authorized to practice under the laws of the State of
Florida.

2. Affiant hereby certifies that the construction of
OCEAN 14, A CONDOMINIUM, located at 14th Avenue South, Jacksonville
Beach, Florida, is sufficiently complete so that the Exhibits
attached to the Declaration of Condominium, together with the
wording of the Declaration relating to matters of survey, is a
correct representation of the improvements described, and further
with such material there can be determined therefrom the identification,
location and dimensions of the Common Elements and of each Unit
therein.

H. Bruce Hurdlen



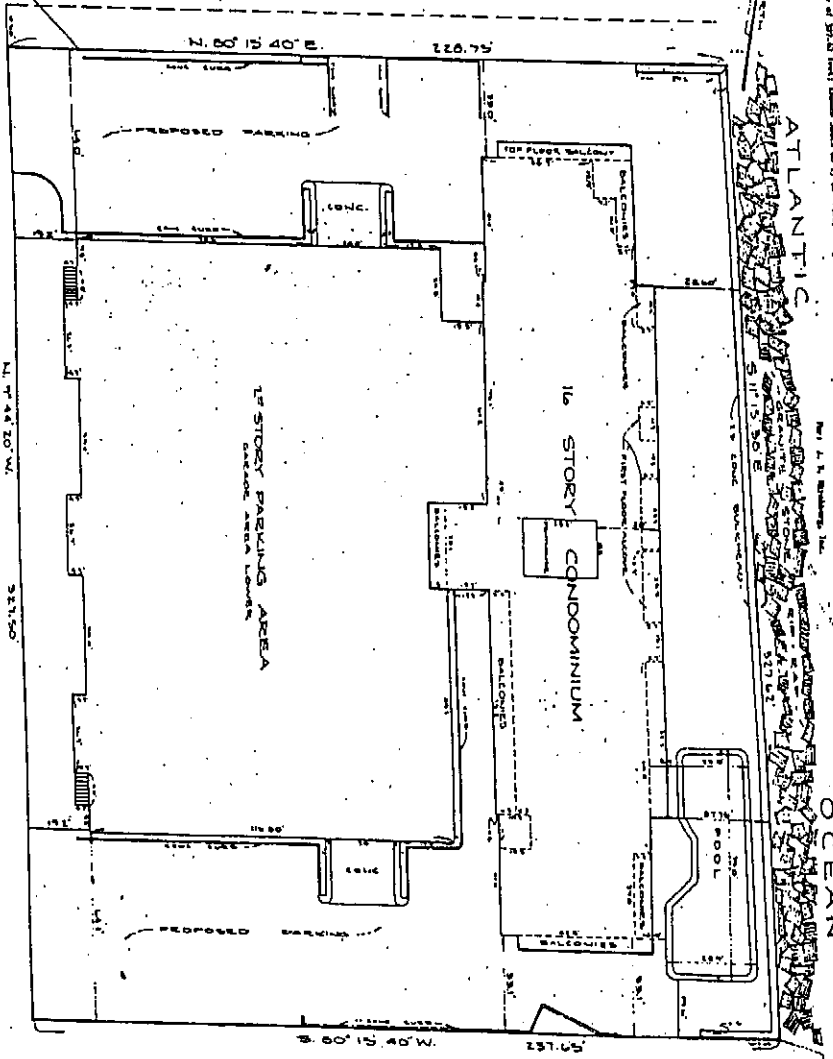
Subscribed and sworn to before me
this 27 day of May, 1976.

Josephine P. Snyder
Notary Public, State of Florida at Large.

My commission expires: August 19, 1977

THIRTEENTH (13TH) AVENUE SOUTH

FIRST (1ST) STREET SOUTH



FOURTEENTH (14TH) AVENUE SOUTH
(FORMERLY JACKSON AVE.)

MAP SHOWING SURVEY OF

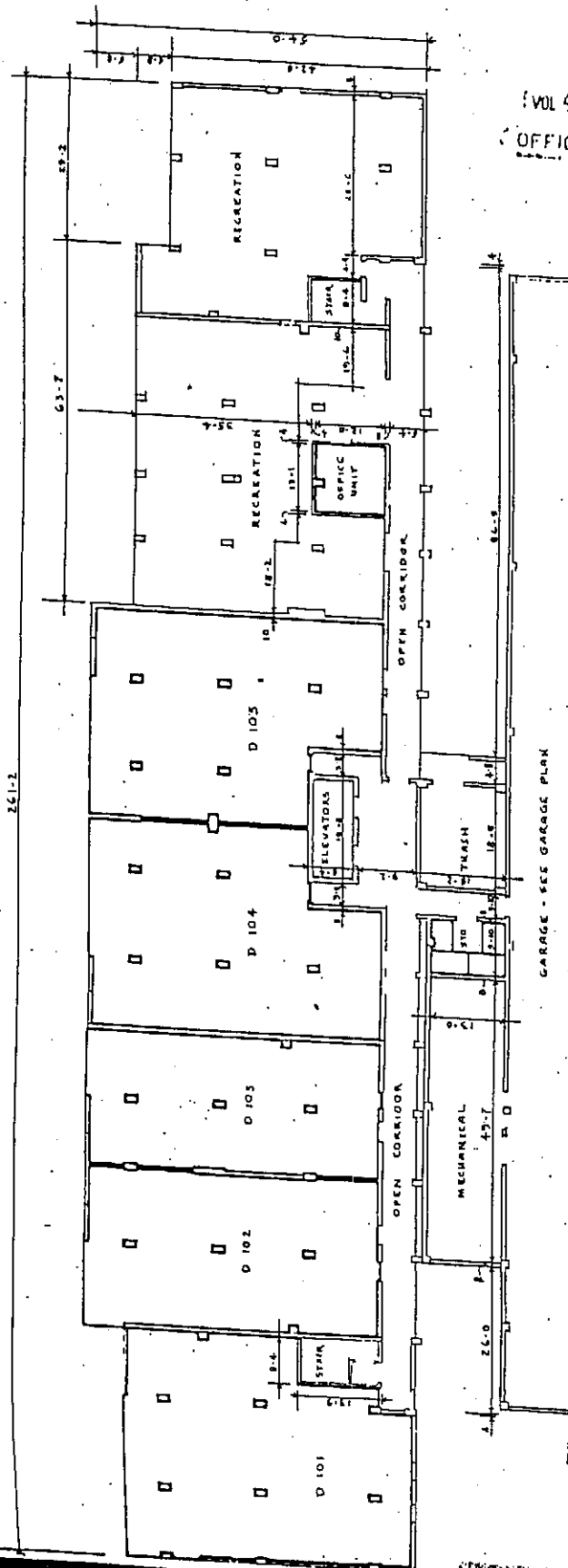
16 STORY CONDOMINIUM
17 STORY PARKING AREA
ATLANTIC OCEAN

LEGEND

- 1. LOT
- 2. EASEMENT
- 3. RIGHT-OF-WAY
- 4. FLOOD ZONE
- 5. FLOOD HAZARD
- 6. FLOOD DAMAGE SUSCEPTIBLE
- 7. FLOOD PROTECTED
- 8. FLOOD RESISTANT
- 9. FLOOD TOLERANT
- 10. FLOOD RESISTANT AND TOLERANT
- 11. FLOOD RESISTANT AND TOLERANT AND PROTECTED
- 12. FLOOD RESISTANT AND TOLERANT AND PROTECTED AND DAMAGED
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RAV, OUNDELL, TAYLOR & ASSOC.
REGISTERED PROFESSIONAL SURVEYORS
1000 N. 1ST STREET, SUITE 100
JACKSONVILLE, FL 32202
TEL: 904.744.1111
FAX: 904.744.1112
www.ourav.com

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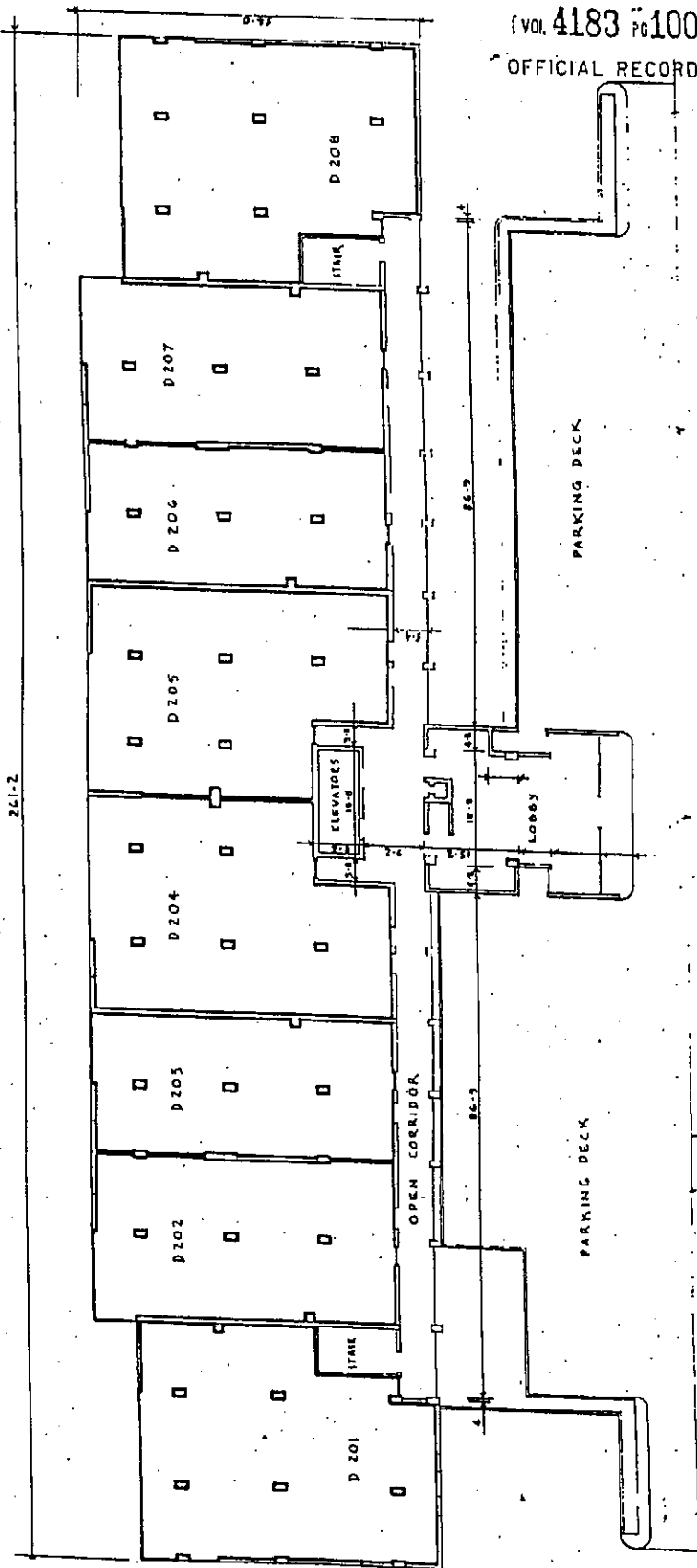


1st FLOOR PLAN

All dimensions are subject to construction tolerances.

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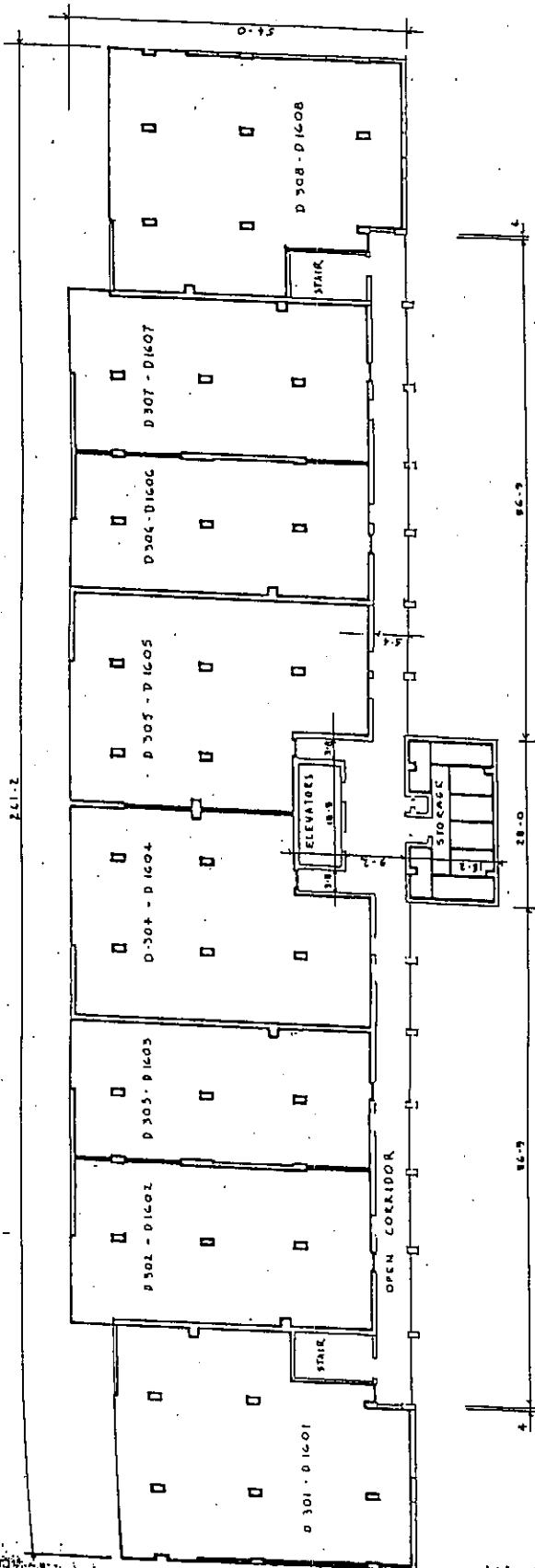


2nd FLOOR PLAN

All dimensions are subject to construction tolerances.

VOL 4183 PC1004

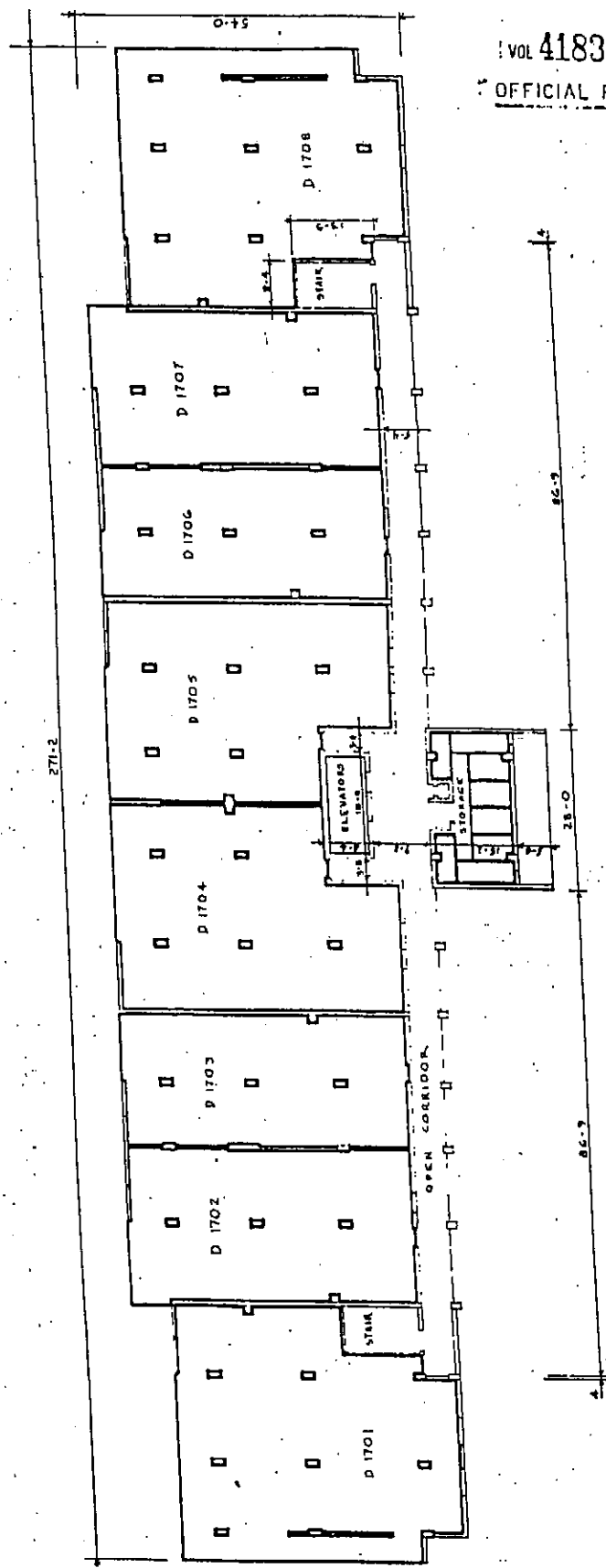
OFFICIAL RECORDS



PLAN, FLOORS 3 THROUGH 15

All dimensions are subject to construction tolerances.

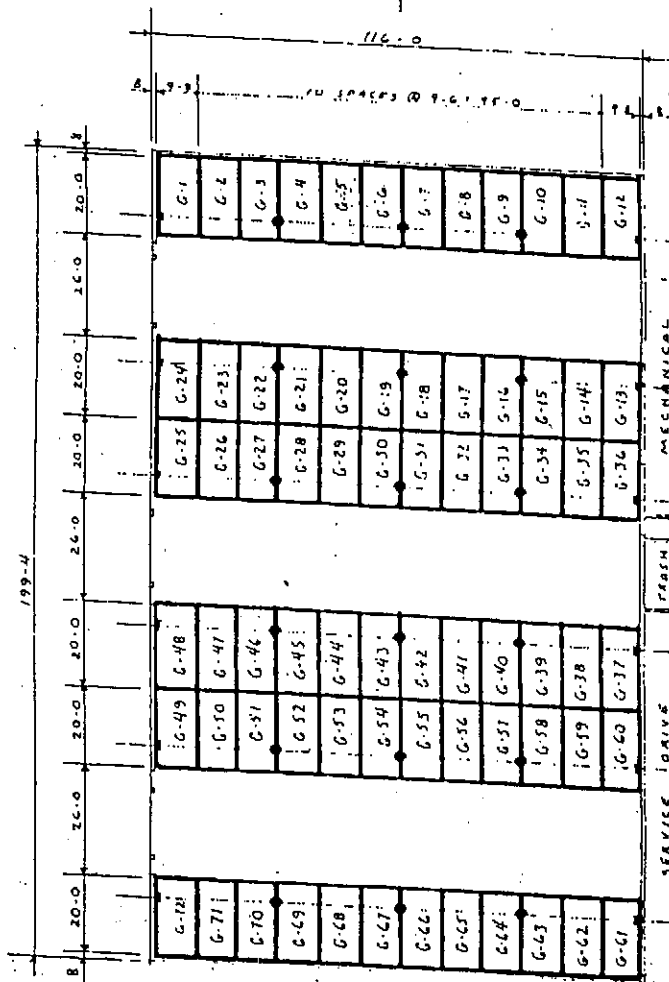
EXHIBIT A - Page 5



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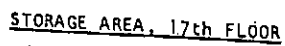
17th FLOOR PLAN

All dimensions are subject to construction tolerances.

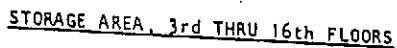


GARAGE PLAN

Garage Units are bounded by heavy lines.
All Dimensions are subject to construction tolerances.

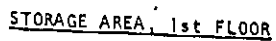


Spaces bounded by heavy lines are storage units.



Spaces S-3B, S-6B, S-9B, S-12B and S-16B are
Common Elements.

All other spaces bounded by heavy lines are Storage Units.



Spaces bounded by heavy lines are Storage Units

NOTE: ALL DIMENSIONS ARE SUBJECT TO CONSTRUCTION TOLERANCES.

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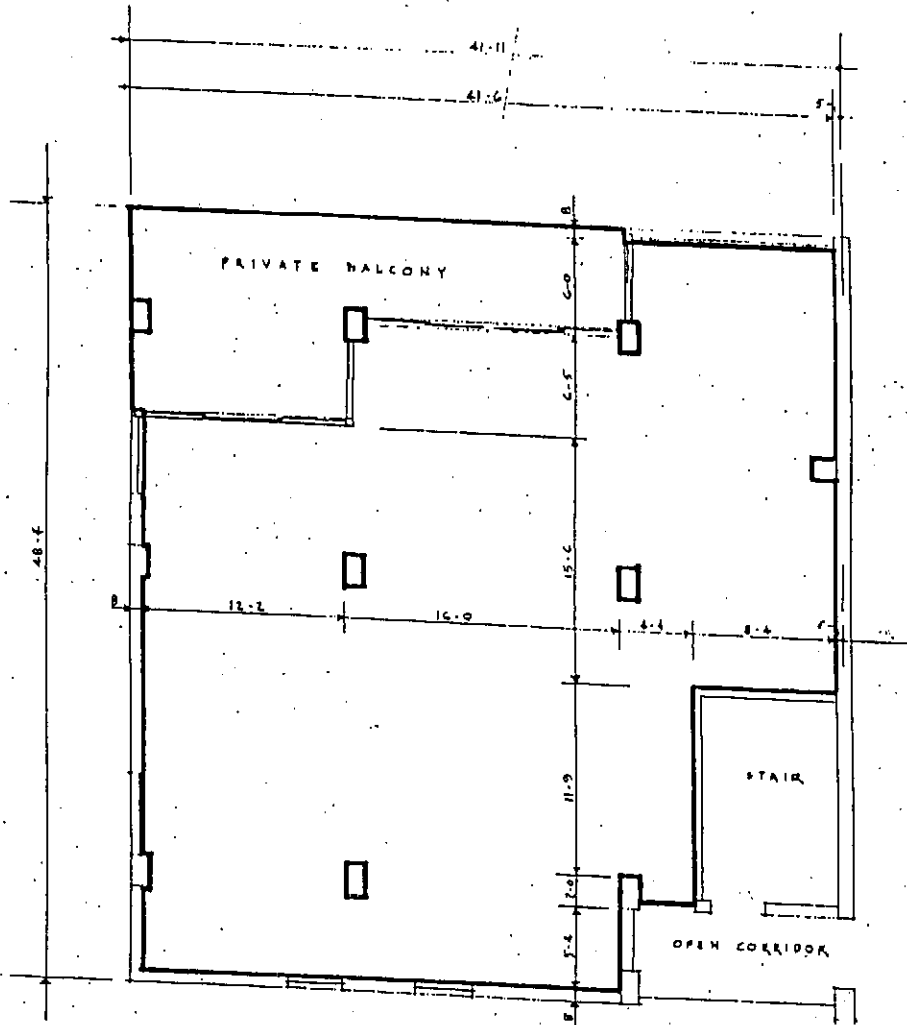


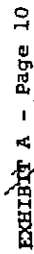
EXHIBIT A - Page 9

PLAN, UNITS D101 - D1601

Private Balcony is Included In Unit.

All Dimensions are subject to construction tolerances

OFFICIAL RECORDS



All Dimensions are subject to construction tolerances.

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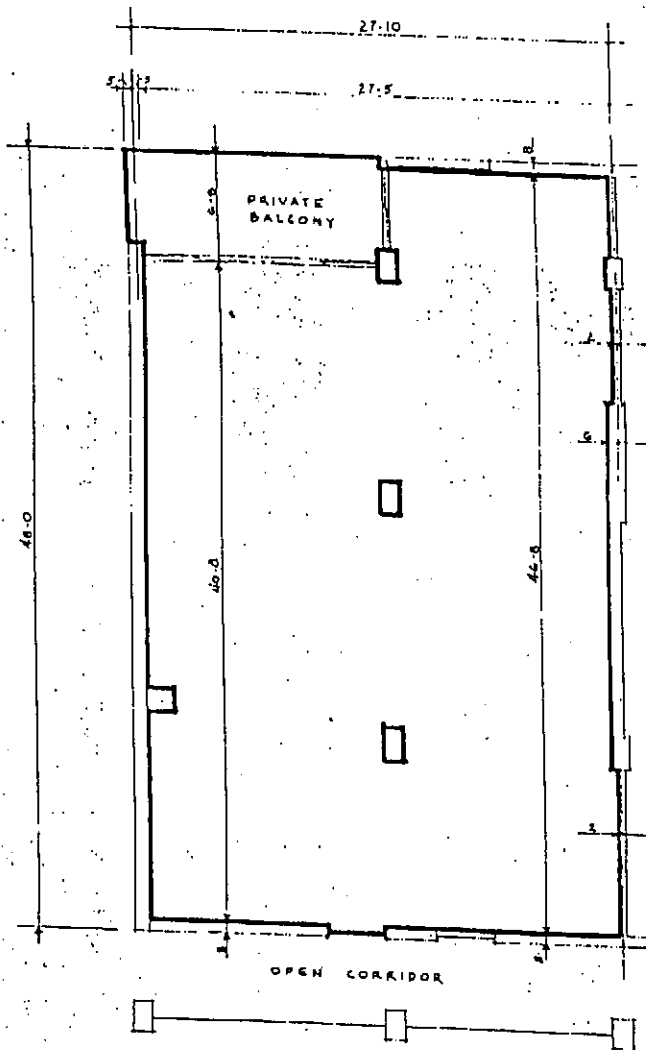


EXHIBIT A - Page 11

PLAN, UNITS D102 - D1702

Private Balcony is Included in Unit.
All dimensions are subject to construction tolerances.

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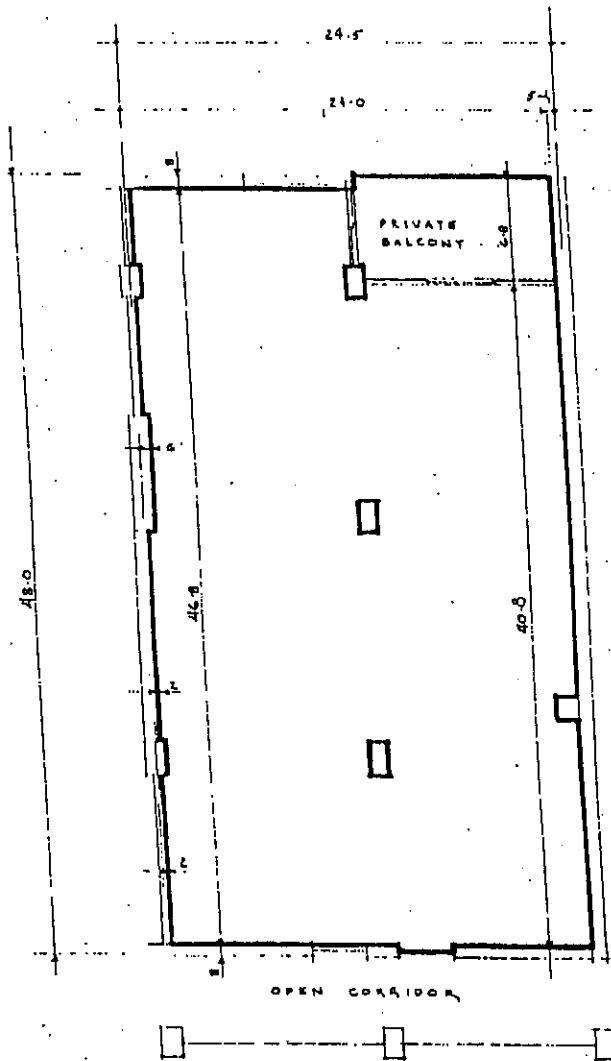


EXHIBIT A - Page 12

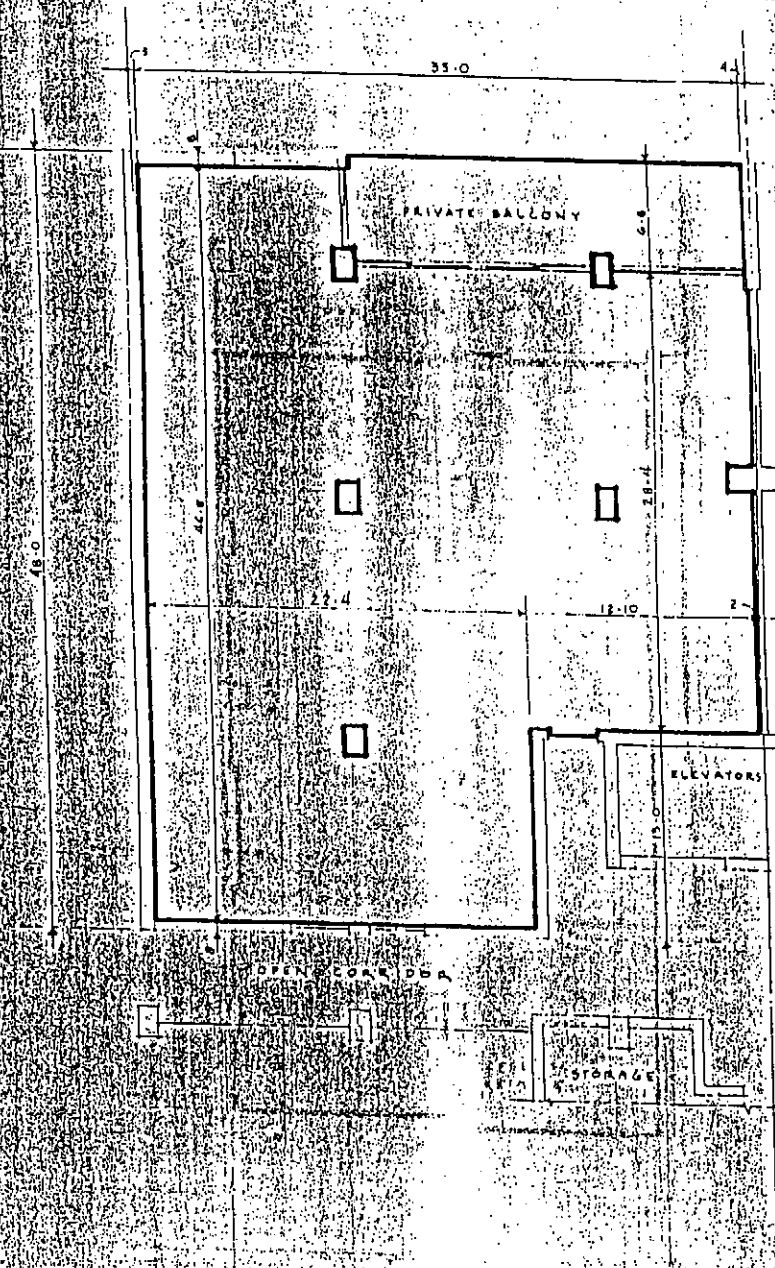
PLAN, UNITS D103 - 1703

Private Balcony is Included in Unit.

All dimensions are subject to construction tolerances.

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PLAN, UNITS D104 - D1704

Private Balconies are included in Unit.

All dimensions are subject to construction tolerances.

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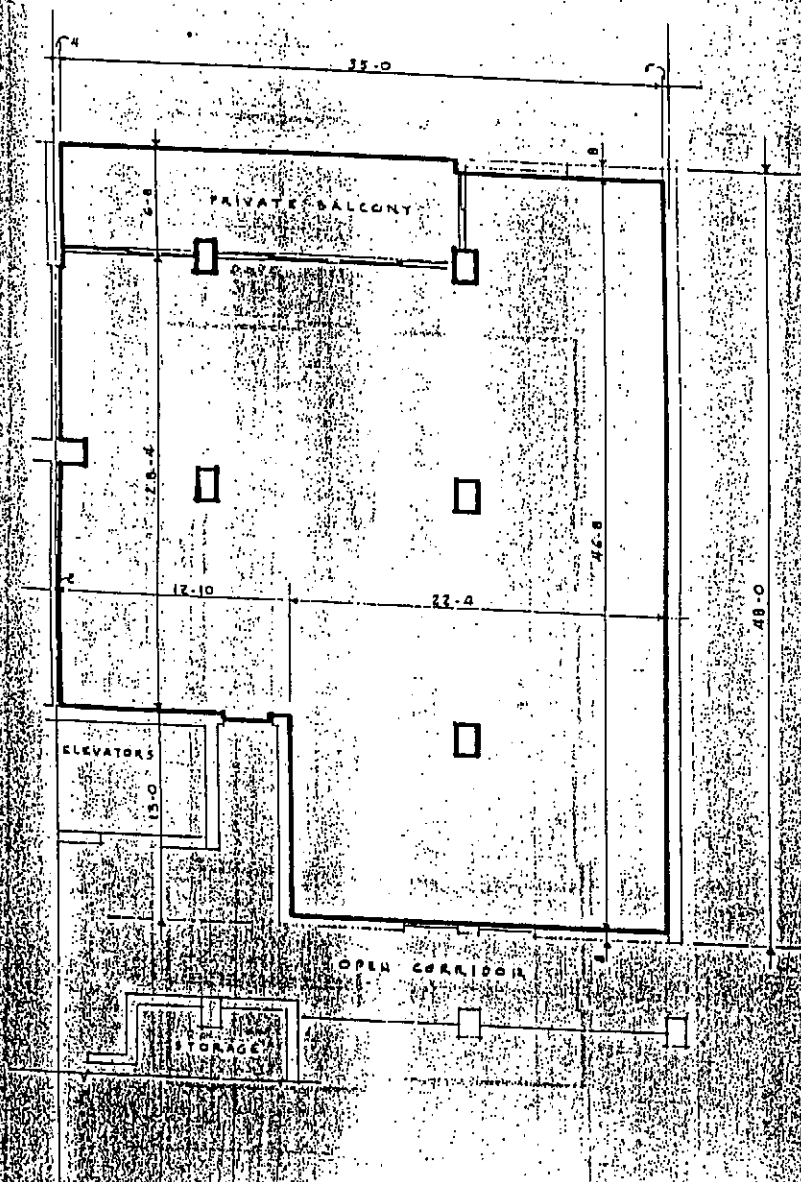


EXHIBIT A - Page 14

PLAN, UNITS D105 - D1705

Private Balcony is included in Unit.

All dimensions are subject to construction tolerances.

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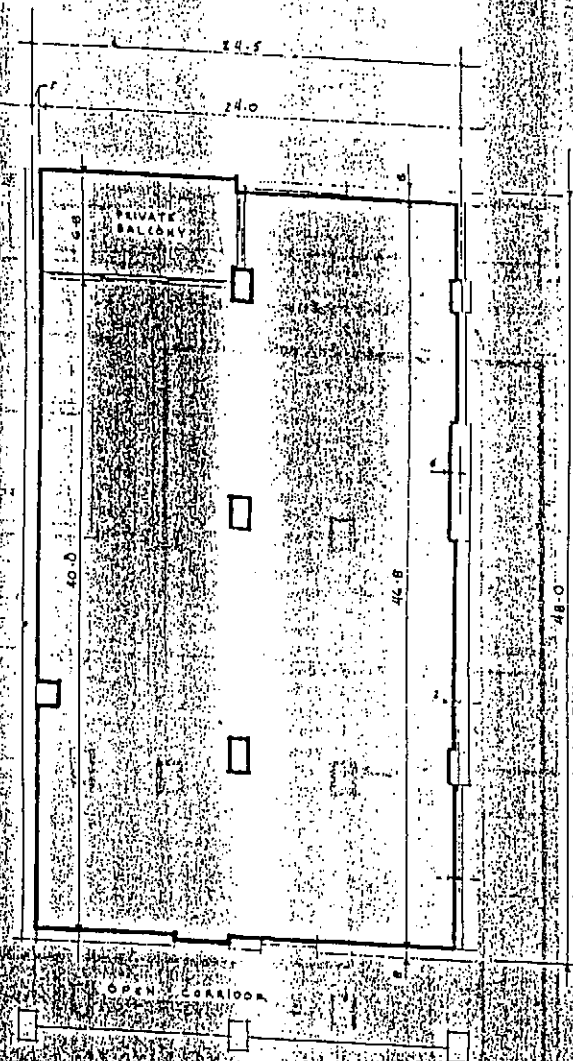


EXHIBIT A - Page 15

PLAN, UNITS D206 - D1706

Private Balcony is Included in Unit

All dimensions are subject to construction tolerances

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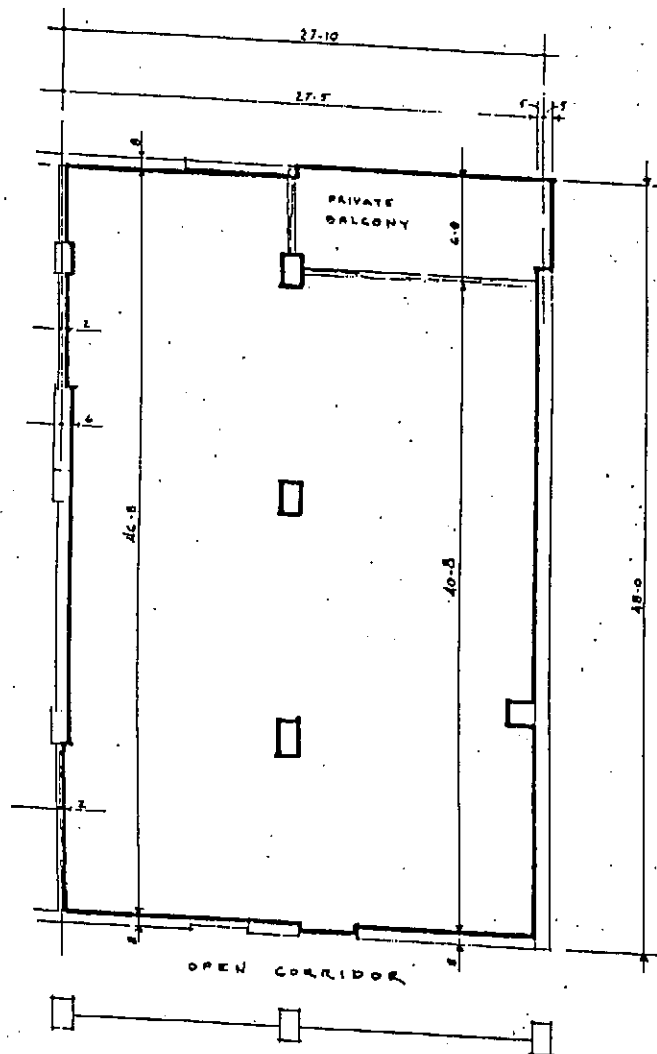


EXHIBIT A - Page 16

PLAN, UNITS D207 - D1707

Private Balcony is included in Unit.

All dimensions are subject to construction tolerances.

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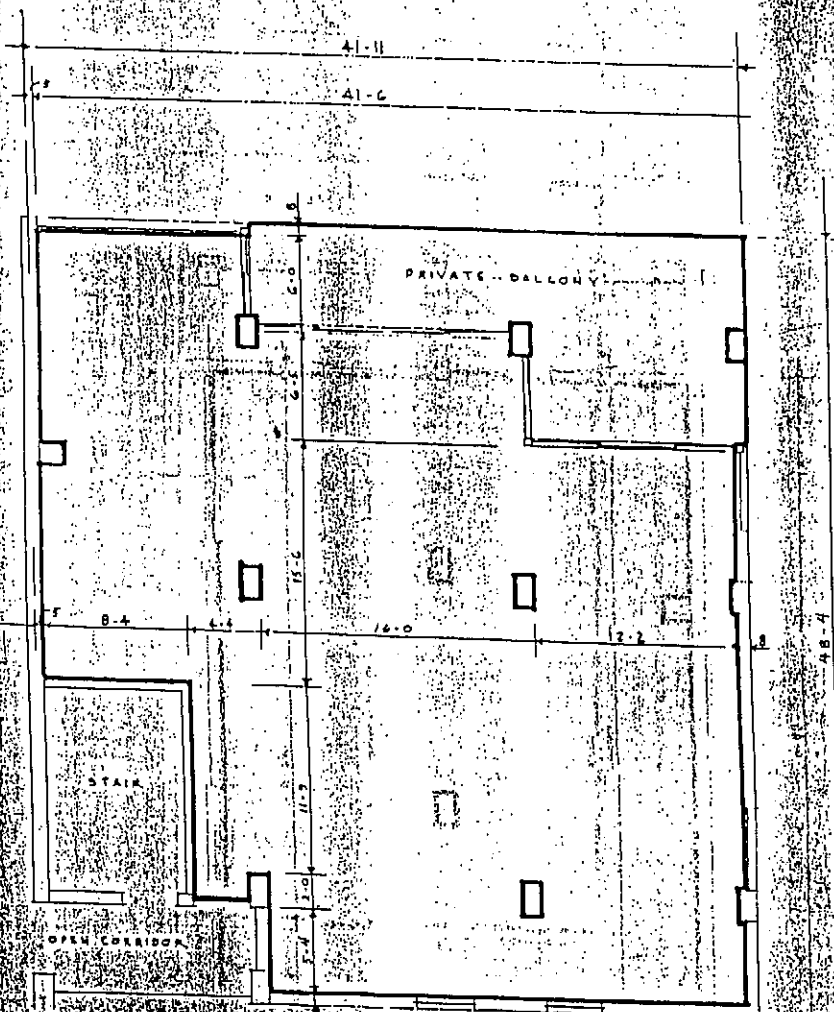


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PLAN, UNITS D208 - D1608

Private Balcony is included in Unit.

All dimensions are subject to construction tolerances

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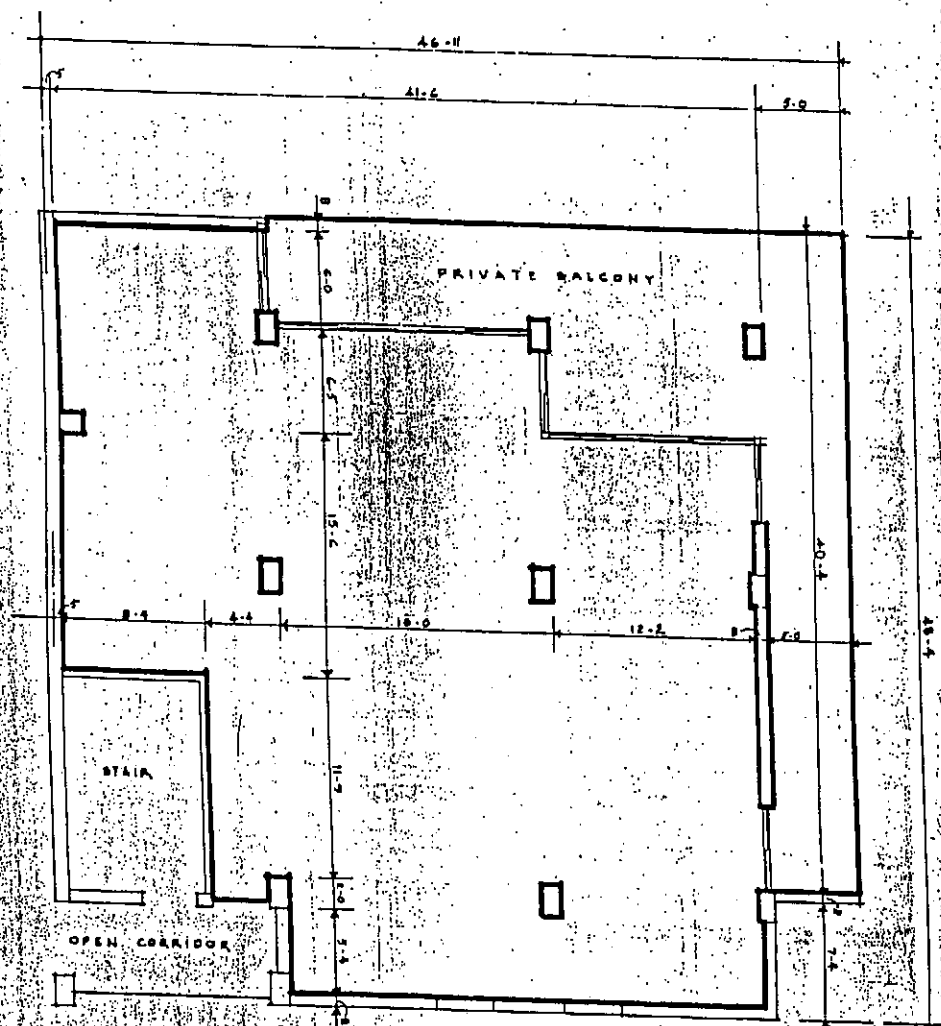


EXHIBIT A - Page 18

PLAN, UNIT D 1708

Private Balcony is Included In Unit.

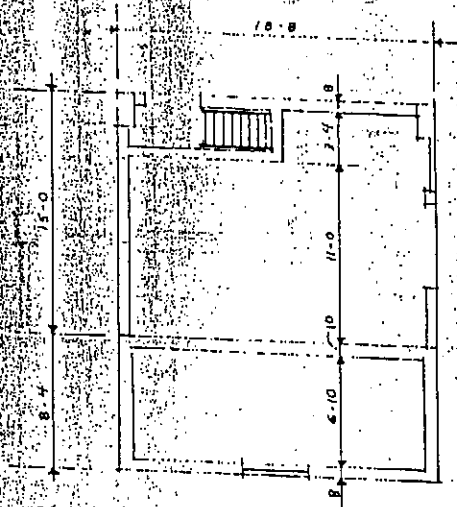
All dimensions are subject to construction tolerances.

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PLAN, ELEVATOR MACHINE ROOM



PLAN, BOILER ROOM

EXHIBIT A - Page 19

All dimensions are subject to construction tolerances.

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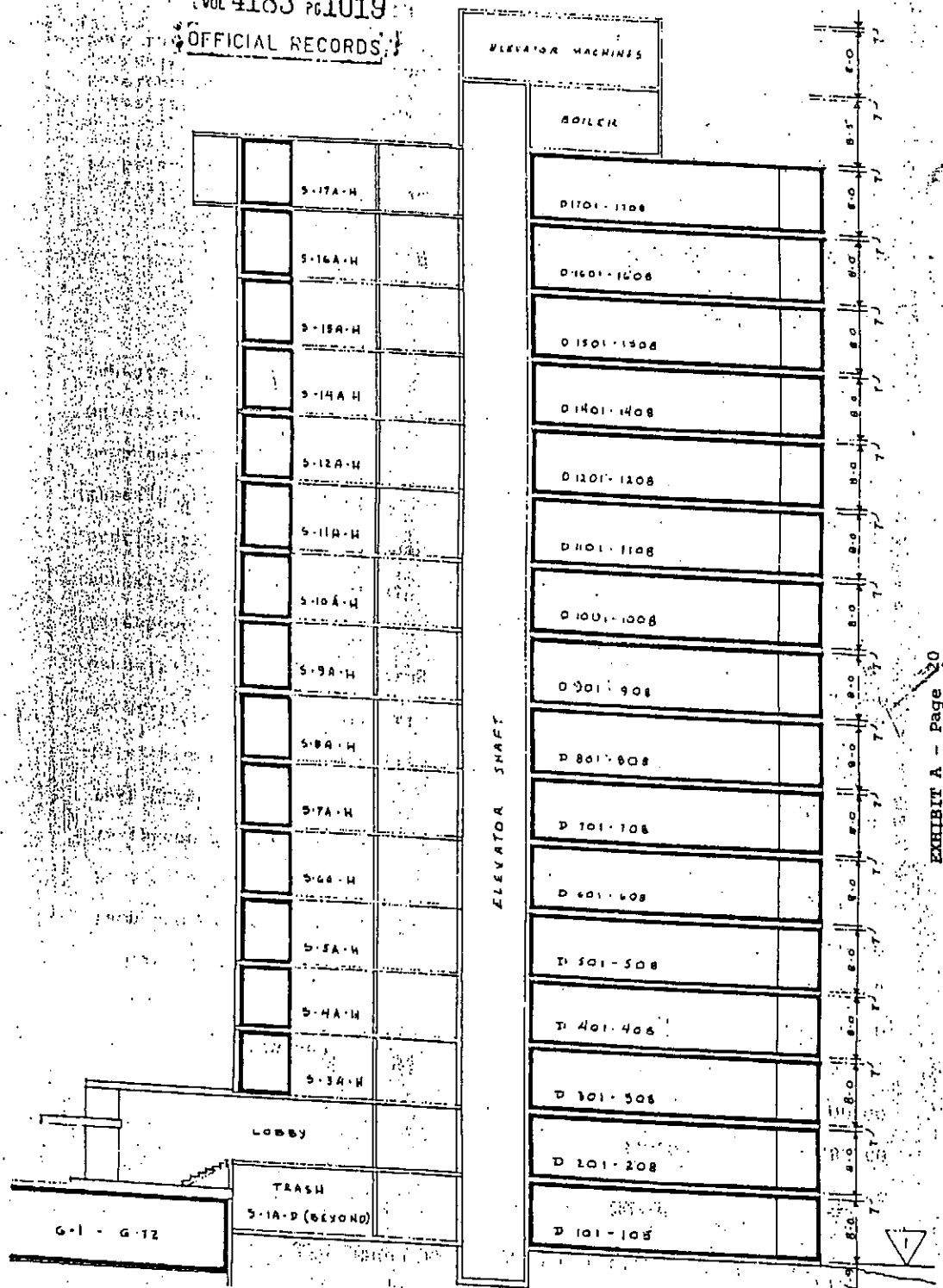


EXHIBIT A - Page 10

CROSS SECTION

See Floor plans for horizontal dimensions and locations of Units.
All dimensions are subject to construction tolerances.

ESTIMATED ANNUAL EXPENSES AND OPERATING BUDGET

	<u>MONTH</u>	<u>YEAR</u>
Common Electric	\$ 1,667.00	\$ 20,004.00
Trash	540.00	6,480.00
Water and Sewer	725.00	8,700.00
Elevator Maintenance	350.00	4,200.00
Fuel	1,000.00	12,000.00
Cooling Tower Maintenance	100.00	1,200.00
Lawn and Landscape	200.00	2,400.00
Pool Supplies	150.00	1,800.00
Telephone Security System	350.00	4,200.00
Pest Control	190.00	2,280.00
Lifeguard (June, July, August)	150.00	1,800.00
Security Guard Service (part time)	650.00	7,800.00
Casualty Insurance (including flood)	2,083.00	24,996.00
Telephone	50.00	600.00
Bookkeeping and Secretarial	100.00	1,200.00
Stationery and Office Expense	50.00	600.00
Taxes - Personal Property	38.00	456.00
Management	1,050.00	12,600.00
Maintenance Labor	1,667.00	20,004.00
Payroll Taxes	300.00	3,600.00
	\$ 11,410.00	\$ 136,920.00

NOTES

1. The items listed above are intended to represent the general types, but not necessarily the only types, of expenditures to be made.

2. No provisions are made for reserves for operating capital, depreciation, deferred maintenance, or other reserves. The Developer will guarantee all costs of operation during the time he controls more than 50% of the Board of Directors of the Association. Such reserves may be set up after that time.

3. DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

OFFICIAL RECORDS

UNIT TYPE	NUMBER OF UNITS	UNIT PERCENTAGE INTEREST IN COMMON ELEMENTS	MONTHLY AND ANNUAL CONDOMINIUM CHARGES TO UNIT OWNERS		TOTAL MONTHLY CONDOMINIUM CHARGE PER UNIT TYPE	TOTAL INTEREST IN COMMON ELEMENTS
			MONTHLY CONDOMINIUM CHARGES PER UNIT	ANNUAL CHARGES PER UNIT		
TWO BEDROOM Units D103 thru D1703 and D106 thru D1706	31	.6072	\$69.28	\$2,147.68	18.8232	
LARGE TWO BEDROOM Units D102 thru D1702 and D107 thru D1707	31	.6998	79.85	2,475.35	21.6938	
THREE BEDROOM Units D104 thru D1704 and D105 thru D1705	32	.8061	91.98	2,943.36	25.7952	
LARGE THREE BEDROOM Units D101 thru D1701 and D208 thru D1708	31	.8862	101.12	3,134.72	27.4722	
GARAGE Units G1 thru G72	72	.0516	5.89	424.08	3.7152	
STORAGE Units S1A thru S17H	111	.0217	2.48	275.28	2.4087	
OFFICE UNIT	1	.0917	9.53	9.53	.0917	
				\$ 11,410.00		100.0000

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CONSENT OF MORTGAGEE

WHEREAS, FIRST NATIONAL BANK in ST. LOUIS, (herein the "Mortgagee"), is the owner and holder of a certain mortgage executed by A. W. HIRSHBERG, INC., a Florida corporation (herein "Mortgagor"), dated September 4, 1974 and recorded in Official Records Volume 3791, pages 288 through 306, public records of Duval County, Florida, (herein the "Mortgage"), which encumbers the property more particularly described in said Mortgage; and

WHEREAS, the property encumbered by the Mortgage has been submitted to the condominium form of ownership, which property is more particularly described in the Declaration of Condominium of OCEAN 14, A CONDOMINIUM, and recorded in the public records of Duval County, Florida, (herein the "Declaration of Condominium"); and

WHEREAS, Mortgagor has requested that Mortgagee consent to the making and filing of the Declaration of Condominium.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby (i) consents to the making and filing of the Declaration of Condominium and subordinates the lien of the Mortgage to the terms and conditions of the Declaration of Condominium, and (ii) agrees that the lien of the Mortgage shall be transferred to and attach to and encumber all of the Units of OCEAN 14 as created by said Declaration of Condominium, together with all of the appurtenances to the Units, including, but not limited to all of the undivided shares in the Common Elements and Common Surplus as described in the Declaration

of Condominium. Mortgagor, by the acceptance of this Consent as evidenced by the recording hereof in the public records of Duval County, Florida, shall have been deemed to have agreed to the transfer of the lien of the Mortgage in accordance with the provisions hereof.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed as of this 22nd day of June, 1976

Signed, sealed and delivered in the presence of:

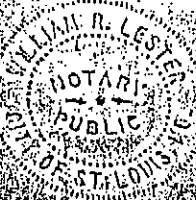
FIRST NATIONAL BANK in ST. LOUIS
BY:

Rosemary Lewis
Egle L. Gault

David L. Kuklar
Assistant Vice President

STATE OF MISSOURI)
City of St. Louis)
INDEPENDENT CITY)

The foregoing instrument was acknowledged before me this 22nd day of June, 1976.



William R. Lester
Notary Public, State of Missouri at St. Louis
WILLIAM R. LESTER
My commission expires: MARCH 11, 1979

OFFICIAL RECORDS

of Condominium. Mortgagor, by the acceptance of this Consent as evidenced by the recording hereof in the public records of Duval County, Florida, shall have been deemed to have agreed to the transfer of the lien of the Mortgage in accordance with the provisions hereof.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed as of this 22nd day of June, 1976

Signed, sealed and delivered in the presence of:

FIRST NATIONAL BANK in ST. LOUIS
BY:

Rosemary Lewis
Lyle P. Gault

David L. Kuklan
Assistant Vice President

STATE OF MISSOURI)
City of St. Louis)
INDEPENDENT CITY)

The foregoing instrument was acknowledged before me this 22nd day of June, 1976.



William R. Lester
Notary Public, State of Missouri at St. Louis
WILLIAM R. LESTER
My commission expires: MARCH 11, 1979

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CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS THAT:

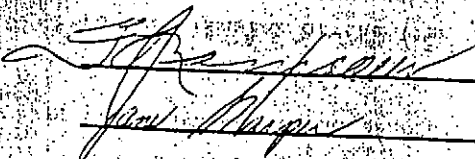
GEHARD T. BECK, the owner and holder of the following Note and Mortgage:

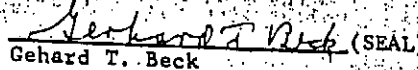
1. Promissory Note dated February 13, 1973 in the principal amount of \$200,000.00 made by A. W. HIRSHBERG, INC., a Florida corporation, secured by a Mortgage of even date recorded in Official Records Volume 3466, page 64, public records of Duval County, Florida, encumbering certain property in Duval County, Florida, more particularly described therein;

HEREBY CONSENTS TO the making and recording of the Declaration of Condominium of OCEAN 14, A CONDOMINIUM, executed by A. W. HIRSHBERG, INC.. GEHARD T. BECK agrees that the lien of the above mortgage shall hereafter attach upon the Condominium Parcels of OCEAN 14, as described in the foregoing Declaration, together with all appurtenances thereto and all undivided parts of the Common Elements of the Condominium, severally, and that each of the several Condominium Parcels together with its proportionate share of the Common Elements shall be encumbered by a lien for the payment of a proportionate share of the mortgage indebtedness and not otherwise and the same may from time to time be released, encumbered or conveyed severally.

IN WITNESS WHEREOF, the party hereto has executed this Agreement this 15th day of June, 1976.

Signed, sealed and delivered in the presence of:


John Murphy

 (SEAL)
Gerhard T. Beck

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STATE OF FLORIDA)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GENARD T. BECK, to me known to be the person described in and who executed the foregoing Agreement, and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal in said County and State this 15 day of June, 1976.

[Signature]
Notary Public, State of Florida at Large.

My commission expires: March 29, 1978

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ARTICLES OF INCORPORATION

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OF

OCEAN 14 ASSOCIATION, INC.
(a corporation not for profit)

We, the undersigned, desiring to form a corporation not for profit under the provision of Chapter 617 of the Florida Statutes, do hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation is OCEAN 14 ASSOCIATION, INC. (herein referred to as the "Association").

ARTICLE II. PURPOSE

The purpose of the Association shall be to administer the operation and management of OCEAN 14, A CONDOMINIUM (herein referred to as the "Condominium"), to be established pursuant to Chapter 711, Florida Statutes 1972, as amended (herein referred to as the "Florida Condominium Act"), on the real property in Duval County, Florida, described as:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville Beach, County of Duval and State of Florida, known and described as:

Lots 1, 2, 3 and 4, Block 131, PABLO BEACH SOUTH, according to plat thereof recorded in Plat Book 3, page 28, together with that part of Ocean Boulevard lying Easterly of and between the Easterly projection of the Northerly and Southerly lines of said Block 131, to the existing and/or former concrete bulkhead on the Atlantic Ocean, together with that portion of 13th Avenue South lying Easterly of the East right-of-way line of First Street and Westerly of the existing and/or former bulkhead line of the Atlantic Ocean as closed by Ordinance 6831, City of Jacksonville Beach, excepting that portion of 13th Avenue South conveyed to the City of Jacksonville Beach by Deed recorded in O/R 3628, page 382.

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and to undertake and perform all acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions, and authorizations contained herein and to be contained in the Declaration of Condominium to be recorded in the public records of Duval County, Florida submitting the above-described property to condominium ownership; and to own, operate, lease, sell, manage, and otherwise deal with such real and personal property as may be necessary or convenient in and for the administration of the Condominium. The Association shall be conducted as a non-profit organization.

ARTICLE III. POWERS

The Association shall have all of the powers and privileges:

(1) Granted to a corporation not for profit under the laws of Florida.

(2) All of the powers and duties set forth in the Florida Condominium Act.

(3) All other powers reasonable, necessary or desirable to effectuate the purposes of the Association set out herein.

(4) All powers and duties which may be contained in the proposed Declaration of Condominium.

ARTICLE IV. QUALIFICATION OF MEMBERS

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

(1) Members of the Association shall consist of all of the owners of the Units in the Condominium, and no other persons

or entities shall be entitled to membership.

(2) A person shall become a member by the acquisition of a fee ownership interest in a Unit in the Condominium. The membership of any person shall be automatically terminated upon his being divested of his title to or interest in the Unit. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed or other instrument conveying title to a Unit to the new member.

(3) No member can assign, hypothecate or transfer in any manner, except as an appurtenance to his Unit his membership, in the Association or his interest in the funds and assets of the Association.

(4) On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Unit in the Condominium and the weight of that vote shall be the same as the percentage of the Common Elements appurtenant to that Unit. If a corporation is the owner of a Unit, such corporation shall designate, in writing, one person who must be an officer of said corporation to exercise the voting privilege of said corporation. A vote may be exercised or cast by the owner or owners of each Unit in such manner as may be provided in the By-Laws hereafter adopted by the Association; provided, however, until A. W. Hirshberg, Inc., the Developer of the Condominium, has turned over control of the Association as provided for in the Declaration, A. W. Hirshberg, Inc. shall have the sole and exclusive right to exercise the right to vote on all matters on which the membership shall be entitled to vote.

ARTICLE V. TERM OF EXISTENCE

This Association is to exist perpetually.

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ARTICLE VI. OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be deemed desirable or necessary by the Board of Directors.

2. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>OFFICER</u>	<u>NAME</u>
President and Treasurer	A. Walter Hirshberg
Vice President	Gray C. Ramsaur
Secretary	Jane S. Harper
Assistant Secretary	Gray C. Ramsaur

3. The officers shall be elected by the Board of Directors at the Annual Meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE VII. BOARD OF DIRECTORS

1. The business affairs of this Association shall be managed by the Board of Directors. This Association shall have five (5) directors initially. The number of directors may be increased or decreased from time to time as provided by the By-Laws but shall never be less than three.

2. Each director shall be a member of the Association; provided, however, that until the first meeting of the membership of the Association as provided in the By-Laws, directors need not be members of the Association.

3. Except as provided for herein, the Board of Directors shall be elected by the members of the Association from among

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the membership at the Annual Membership Meeting unless a vacancy or vacancies occur prior to that time, in which event the remaining directors may elect a member or members to fill the vacancy or vacancies for any unexpired term.

4. The names and addresses of the persons who are to serve as directors until their successors are chosen are:

A. Walter Hirshberg
432 Gulf Life Tower
Jacksonville, Florida 32207

Loralea W. Snyder
432 Gulf Life Tower
Jacksonville, Florida 32207

Gray C. Ramsaur
1609 Barnett Bank Building
Jacksonville, Florida 32202

Jane S. Harper
1609 Barnett Bank Building
Jacksonville, Florida 32202

Herbert S. Hirshberg, Jr.
432 Gulf Life Tower
Jacksonville, Florida 32207

5. Until A. W. Hirshberg, Inc., the Developer of the Condominium, has turned over control of the Association as provided for in the Declaration, A. W. Hirshberg, Inc. shall have the sole, exclusive power to appoint and remove, without cause, the members of the Board of Directors.

ARTICLE VIII. BY-LAWS

1. The By-Laws of this Association shall be those as are attached to the Declaration.

2. The By-Laws may be amended, altered or rescinded upon a proposal of the Board of Directors and approved by an affirmative vote of at least 2/3 of the members of the Association present at a regular or special meeting of the members, the notice of which shall state that such proposal is to be voted upon at the meeting.

ARTICLE IX. AMENDMENTS

These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by the Board of

Developer
By LAW

Directors of the Association.

2. Such proposed amendments shall become effective when approved by an affirmative vote of members owning at least $\frac{2}{3}$ of the votes. The membership shall vote on the proposed amendments at any regular or specially called meeting for such purpose, the notice of which shall describe the amendment or amendments being proposed.

ARTICLE X. LOCATION

The location of this Association shall be at OCEAN 14, a condominium, 14th Avenue South on the Ocean, Jacksonville Beach, Florida 32250, or at such other place or places as the Board of Directors may designate.

ARTICLE XI. NONPROFIT STATUS

No part of the net earnings of the Association shall inure to the benefit of any individual or member.

ARTICLE XII. INDEMNITY

Every director and every other officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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ARTICLE XIII. RESIDENT AGENT

Until the further action of the Board of Directors,
the address of the office of this corporation and the name
of the Resident Agent thereat upon whom process may be
served is as follows:

A. Walter Hirshberg
432 Gulf Life Tower
Jacksonville, Florida 32207

ARTICLE XIX. SUBSCRIBERS

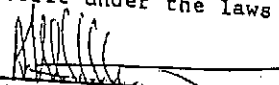
The names and addresses of the subscribers to these
Articles are:

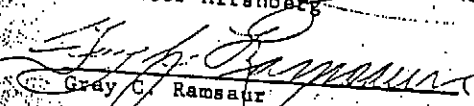
A. Walter Hirshberg
432 Gulf Life Tower
Jacksonville, Florida 32207

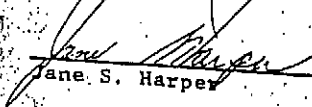
Gray C. Ramsaur
1609 Barnett Bank Building
Jacksonville, Florida 32202

Jane S. Harper
1609 Barnett Bank Building
Jacksonville, Florida 32202

IN WITNESS WHEREOF, the undersigned subscribing
incorporators have hereunto set our hands and seals this
15th day of June, 1976, for the purpose of forming this
corporation not-for-profit under the laws of the State of Florida.


A. Walter Hirshberg (SEAL)


Gray C. Ramsaur (SEAL)


Jane S. Harper (SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

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Before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared A. WALTER HIRSHBERG, GRAY C. RAMSAUR and JANE S. HARPER to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 15th day of JUNE, 1976.

William D. Moulder
Notary Public, State of Florida at Large.
My commission expires: June 15, 1978

File

Sept 78 By Laws (14)

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BY-LAWS

OF

OCEAN-14 ASSOCIATION, INC.

ARTICLE I.

Members

(Unit Owners)

Section 1. The members of OCEAN 14 ASSOCIATION, INC. shall be those provided for in the Charter of this Association.

Section 2. Each Unit shall be entitled to one vote at Association meetings, which shall be exercised by the Unit Owner. The weight of that vote shall be the same as the percentage of the Common Elements appurtenant to that Unit. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event of joint ownership of a Unit, the vote to which that Unit is entitled shall be apportioned among the Owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the joint owners, provided, however, until A. W. Hirshberg, Inc., the Developer of the Condominium, has turned over control of the Association as provided for in the Declaration, A. W. Hirshberg, Inc. shall have the sole and exclusive right to exercise the right to vote on all matters on which the membership shall be entitled to vote.

Section 3. A quorum at membership meetings shall consist of attendance in person or by proxy of members entitled to cast a majority of the votes of the entire membership.

Section 4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed

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time of the meeting. A member may appear at a meeting and revoke a proxy previously given.

ARTICLE II.

Meetings of Membership

Section 1. The Annual Meeting of the membership of the Association shall be held at the offices of the Association or at such other place in Duval County, Florida as shall be designated by the Board of Directors or the President of the Association. The Annual Meeting shall be held on the first Wednesday in February of each year, or on such other date as may be determined by the Board of Directors.

Section 2. Special meetings of the membership shall be held when directed by the President or the Board of Directors or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. A meeting requested by the membership shall be called for a date not less than ten or more than sixty days after the request is made. The call for the meeting shall be issued by the Secretary.

Section 3. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, to each member, unless waived in writing. Such notices shall be written or printed, shall state the time, place and purpose for the meeting, and such notice shall be mailed or personally delivered to each member not less than fourteen days prior to the date set for the meeting and such notice shall be posted at a conspicuous place on the Condominium property at least fourteen days prior to said meeting.

ARTICLE III.

Board of Directors

Section 1. The Board of Directors of the Association shall consist of five (5) persons who shall be originally appointed

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as provided in the Declaration of Condominium of OCEAN 14, a condominium. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

Section 2.

Section 3. An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the membership and at the same place. Special meetings of the Board shall be held upon the call of the President or a majority of the Board on at least three days notice in writing to each director. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting.

Section 4. A quorum for the transaction of business shall consist of a majority of the directors. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

Section 5. Any director may be removed from office, with or without cause, by at least a 2/3 vote of all Unit Owners.

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. The Board shall have the following powers and duties:

(a) to elect the officers of the Association as hereinafter provided;

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(b) to administer the affairs of the Association and the Condominium;

(c) to employ a General Manager who shall manage and operate the Condominium for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) to formulate policies for the administration, management and operation of the Condominium;

(e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Condominium, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair and replacement of the Common Elements and payments therefor;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Condominium and the Condominium Property, and to delegate any such powers to the employees or agents of the Association;

(h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(i) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

Board Power

(j) to exercise all other powers and duties of the Board provided for in the Declaration of Condominium, the Certificate of Incorporation of the Association and the Condominium Act of the State of Florida.

ARTICLE IV.

Officers

Section 1. Subject to the provisions of the Declaration of Condominium, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

(a) A President who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and shall be the chief executive officer of the Association. In the recess of the Board of Directors the President shall have general control and management of the business and affairs of this Association.

(b) A Vice President who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

(d) A Treasurer who shall cause to be kept the financial records and books of account of the Association;

(e) Such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific

powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board, or of the Unit Owners.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE V.

Assessments

Section 1. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay as his respective monthly assessment for the common expenses one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements.

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Section 2. The Board may require each Unit Owner to deposit with the Association a deposit for working capital or contingent expenses to be the same proportion of the total deposit as his percentage ownership in the Common Elements.

Section 3. For the first fiscal year, the annual budget shall be as approved by the first Board. The Board shall determine the fiscal year of the Association. If such first fiscal year, or any succeeding fiscal year, shall be less than a full calendar year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. A Unit Owner shall pay his assessment commencing with the date of purchase of his Condominium Parcel for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget.

Section 4. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon 10 days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

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Section 6. In the event that during the course of any fiscal year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 7. Without the approval of the Unit Owners holding at least two-thirds (2/3) of the votes of the Association, the Board shall not (i) approve any capital expenditures in excess of Five Thousand Dollars (\$5,000.00) other than rebuilding, repairing or replacing damaged property and (ii) exercise the Association's right of first refusal to purchase Units as set forth in the Declaration of Condominium.

Section 8. Every Unit Owner shall pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration of Condominium and any special assessments assessed against his Condominium Parcel in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Act, the Declaration of Condominium

or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures of the Association, specifying and itemizing the common expenses incurred, and such records and vouchers for payments of the common expenses shall be available for examination by the Unit Owners during normal business hours of the Association.

Section 10. The Board of Directors may cause the Association to discharge any mechanics' lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Section 11. The Board of Directors may levy special assessments against one or more of the Condominium Parcels to pay for improvements, repairs or replacements which are attributable only to those Condominium Parcels in accordance with the terms of the Declaration of Condominium. Special assessments shall be due and payable within 15 days after notice thereof is given unless the notice shall specify a longer period.

ARTICLE VI.

Use and Occupancy Restrictions

Section 1. No part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. Each occupant, whether owner or tenant, shall comply with all the restrictions upon use set out in the Declaration of Condominium.

OFFICIAL RECORDS

Section 2. Uniform rules and regulations governing the use of the Condominium and the conduct of persons entitled to so use the Condominium property shall be promulgated from time to time by the Board of Directors.

ARTICLE VII.

Amendment

These By-Laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval in person or in writing by the members of the Association holding two-thirds (2/3) of the votes of the Association at a regular or special meeting of the members, notice of which shall state that such proposed amendment is to be voted upon at the meeting.

ARTICLE VIII.

Miscellaneous

Section 1. The order of business at all meetings of the Board of Directors of the Association shall be as follows:

1. Roll Call
2. Reading of the Minutes of the Last Meeting
3. Consideration of Communications
4. Resignation and Elections
5. Reports of Officers and Employees
6. Reports of Committees
7. Unfinished Business
8. Original Resolutions and New Business
9. Adjournment

Section 2. Whenever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, neuter, singular or plural whenever the context so requires or admits. Robert's Rules of Order shall govern the conduct of all meetings of the Association, excepting, however, that if any conflict exists between these By-Laws and Robert's Rules of Order, then the provisions of these By-Laws shall prevail.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between A. W. HIRSHBERG, INC., a Florida corporation, whose address is 432 Gulf Life Tower, Jacksonville, Florida, 32207, and whose telephone number is Area Code 904, 396-5937, hereinafter called "Developer", and

whose address is _____ and whose telephone number is Area Code _____ hereinafter called "Buyer".

WITNESSETH:

WHEREAS, the Developer is the owner of real property located in Duval County, Florida, described in the Condominium Declaration of OCEAN 14, A CONDOMINIUM, a copy of which is attached hereto as an Exhibit, and Developer has constructed a condominium on said property to be operated as a condominium, pursuant to the Condominium Act of the State of Florida; and WHEREAS, Buyer desires to purchase a condominium parcel in the building erected on said property.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. PROPERTY

(a) The Developer agrees to sell and the Buyer agrees to purchase the property consisting of the following condominium parcel of said condominium:

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATION REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES SECTION 711.69 AND 711.70 TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

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(1) Dwelling Unit No. _____, together with a _____% interest in the common elements.

(2) Garage Unit No. _____, together with a 0.0516% interest in the common elements.

(3) Storage Unit No. _____, together with a 0.0217% interest in the common elements.

(4) Refrigerator, range, dishwasher, disposal, air conditioning and heating unit and carpeting.

(5) Buyer acknowledges that the property is the unit indicated as shown on the plans and specifications prepared by Herbert S. Hirshberg, Jr., Architect, 432 Gulf Life Tower, Jacksonville, Florida, 32207, and Buyer agrees that the property has been constructed substantially in accordance with said plans and specifications. Buyers acknowledge that they have inspected the plans and specifications for said condominium or that they have been extended an opportunity to have such examined by competent agents of their choosing.

2. PURCHASE PRICE

(a) The purchase price for the property is \$ _____

(b) Developer acknowledges receipt of \$ _____

paid upon execution of this Agreement.

(c) Buyer shall pay as additional deposit \$ _____ to be paid to Developer within _____ day of execution of this Agreement.

(d) Balance of purchase price and closing costs to be paid at closing \$ _____

In the event this transaction fails to close due to default for any reason on the part of the Developer, or inability

of the Developer to deliver good and marketable title to the property, the deposit shall be returned to the Buyer and the parties shall have no further obligations hereunder. In the event this transaction fails to close due to a default of the Buyer or refusal by the Buyer to close pursuant to this Agreement, Developer shall be entitled to keep the deposit as liquidated damages and the parties shall have no further obligations hereunder.

3. PRE-SALE DISCLOSURE

Buyer hereby acknowledges the receipt from Developer, prior to entering this contract for sale, of the following:

- (a) Copy of the Declaration of Condominium.
- (b) Copy of the Articles of Incorporation of the Association.
- (c) Copy of the By-Laws of the Association.
- (d) Copy of Offering Circular.
- (e) Copy of a projected operating budget including therein estimated monthly charges for maintenance of the condominium property.
- (f) Copy of a floor plan of the Unit to be purchased.

Buyer acknowledges that he has not been induced to purchase said Unit by:

- (a) Any promise or representation by Developer to rent Unit for Buyer.
- (b) Any representation that Unit should be purchased for profit or investment purposes.
- (c) Any representation of any tax advantages.

4. TITLE

The property shall be conveyed by Developer to the Buyer by a good and sufficient Warranty Deed. Title to the

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property shall be free and clear of all encumbrances, except current taxes, conditions, restrictions, limitations and easements of record and the Declaration of Condominium. At the closing Developer shall deliver to Buyer an affidavit stating that all work performed on the premises has been fully paid for, and that there are no mechanics' or other liens existing against the property.

5. PRORATIONS AND OTHER COSTS

At closing, Buyer shall pay to Developer the percentage of the estimated annual insurance premium on the condominium equal to the percentage of common elements which are an appurtenance to the condominium parcel. Real Estate taxes for the property, which shall be determined by multiplying the percentage interest of the common elements attributable to the property by the taxes for the entire property for the current year, if available, and for the prior year, if not, shall be pro-rated as of the date of closing. The Developer shall supply at closing a binder for a title insurance policy to be paid for by the Buyer. The policy may be a fee policy in the amount of the purchase price, or at the option of the Buyer, a mortgagee policy in the amount of any purchase money mortgage, or both. Each party shall pay the fees of his own attorney. Buyer shall pay the cost of recording the deed, stamps and sur tax on the deed and all other closing costs.

Buyer shall also pay to the Condominium Association an advance payment of one full month's condominium maintenance fee in accordance with the maintenance fee schedule attached hereto as well as an additional month's maintenance fee pro-rated to the date of closing. The full month's payment in advance will be then

applied to the payment due for the first full month of ownership.

6. CLOSING

(a) The Developer shall notify the Buyer of the date, place and time of closing. The closing shall be at such place as Developer may designate in Duval County, Florida. At the closing, the Buyer shall pay all sums due the Developer and the Association and the Buyer's closing costs.

(b) In the event the Developer agrees, in writing, at the request of the Buyer, to a postponement of the closing date, or to occupancy of the property prior to closing, the Buyer agrees to pay to the Developer interest upon the sum due Developer as above at the rate of ten percent (10%) per annum to the date closing is actually consummated in accordance with such extension agreement.

(c) Time is of the essence.

7. NOT ASSIGNABLE

The Buyer may not assign this contract without the written consent of the Developer.

8. NOTICES

Notices to either party shall be deemed as properly given when mailed by prepaid mail with service to be considered complete upon posting, addressed as given hereinabove.

9. RISK OF LOSS

All risks of loss to the Unit and the common elements of the building in which the Unit is situated shall be borne by Developer until date of closing. Thereafter all such risk of loss shall be borne by Buyer.

10. BUYER'S RIGHT TO CANCEL

THE BUYER HAS THE RIGHT AND OPTION TO CANCEL AND TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS OF THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, OR IF BUYER HAS NOT RECEIVED ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER FLORIDA STATUTES SECTION 711.69 AND SECTION 711.70, THEN AT ANY TIME PRIOR TO FIFTEEN (15) DAYS AFTER THE BUYER RECEIVES THE LAST OF THE ITEMS TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SAID SECTION 711.69 AND SECTION 711.70 WHICHEVER SHALL BE THE LATER DATE. THE BUYER'S RIGHT TO TERMINATE MUST BE EXERCISED HOWEVER PRIOR TO THE CLOSING. THE CONTRACT TIME FOR CLOSING MAY AT THE OPTION OF THE BUYER BE EXTENDED FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED THE LAST OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 711.69 AND SECTION 711.70.

11. PRIOR AGREEMENTS

All prior conversations and agreements relating to the Unit and the project are merged into this Agreement and the parties shall hereafter be bound solely by the terms and conditions of this Agreement.

13. PURCHASE AGREEMENT SUBORDINATE TO CONSTRUCTION LOAN

This Agreement is subordinate and subject to the terms and provisions of any mortgage or loan agreement the Developer has or may obtain to provide any portion of the construction costs of the building, or buildings, referred to herein, or any mortgage the proceeds of which are used to satisfy the construction mortgage; but the Developer shall cause such mortgage, or mortgages, to be

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satisfied, or the Unit being sold pursuant hereto released from the lien of such mortgage prior to, or simultaneously with, the closing of the transaction provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the date first above written.

Signed, sealed and delivered in the presence of:

A. W. HIRSHBERG, INC.
BY:

As to Developer

(SEAL)

As to Buyer

(SEAL)

76-48710

Jul 1 4 16 PM '76

THIS HAS BEEN RECORDED IN PUBLIC

RECORDS OF DEEDS, LIBERTY, N.Y.

As of 1/1/76

CLERK OF COUNTY CLERK

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AMENDMENT TO THE BY-LAWS

OF THE

DECLARATION OF CONDOMINIUM OF
OCEAN 14, A CONDOMINIUM

THIS INSTRUMENT PREPARED BY:
GRAY C. RAMSAUR
1609 BARNETT BANK BUILDING
JACKSONVILLE, FLORIDA 32202

STATE OF FLORIDA
COUNTY OF DUVAL

Know all men by this certificate that, pursuant to due and proper notice duly made a Special Meeting of the Unit Owners of Ocean 14 Association, Inc. was held on the 7th day of September 1978, at which meeting more than a quorum was present, and at which two-thirds of the Unit Owners consented, in writing as shown by Exhibit A hereof, that SECTION 1. OF ARTICLE III, of the BY-LAWS OF OCEAN 14 ASSOCIATION, INC. attached as an exhibit to the DECLARATION OF CONDOMINIUM OF OCEAN 14, A CONDOMINIUM as recorded in Official Records Volume 4183, Pages 970-1043, current public records of Duval County, Florida, be amended to be as follows.

Section 1. As long as the Developer has control of the Association, the Board of Directors of the Association shall consist of five (5) persons who shall be originally appointed as provided in the Declaration of Condominium of OCEAN 14, A CONDOMINIUM. Upon the Unit Owners assuming control of the Association, the Board of Directors of the Association shall consist of seven (7) persons who shall hold office for a period of two (2) years from their election at the Annual Meeting or until their successors are duly elected and qualified. Initially the terms of office shall be staggered so that four (4) directors shall be elected for a term of two (2) years and three (3) directors shall be elected for a term of one (1) year. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

IN WITNESS WHEREOF, Ocean 14 Association, Inc. has caused these present to be executed in its corporation name by its President and its Secretary.

Record and Return to:
RAMSAUR & ROQUEMORE
1609 Barnett Bank Building
Jacksonville, Florida 32202

2001

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Signed, sealed and delivered
in the presence of:

OCEAN 14 ASSOCIATION, INC.
BY:



[Signature]

[Signature]

President

(SEAL)

[Signature]

[Signature]

Secretary

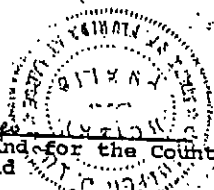
(SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take acknowl-
edgments, personally appeared A. WALTER HIRSHBERG, and
LORALEA W. SNYDER, to me known to be the persons
described in and who executed the foregoing amendment as President
and Secretary, respectively, of OCEAN 14 ASSOCIATION, INC. the
corporation named therein, and severally acknowledged to and before
me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State
on this 7th day of September 1978.



[Signature]
Notary Public in and for the County
and State aforesaid

My Commission expires: August 22, 1980

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A. W. Hirshberg, Inc., as Developer of Ocean 14, A Condominium joins in the execution of this certificate to radify, approve and consent to the foregoing amendment.

Signed, sealed and delivered in the presence of:

Savaleah Snyder
Lois Ann

A. W. HIRSHBERG, INC.
BY: [Signature]
President (SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared A. WALTER HIRSHBERG, to me known to be the person described in and who executed the foregoing certificate as President of A. W. HIRSHBERG, INC. the corporation named therein, and acknowledged to and before me that he executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State on this 7th day of September 1978.

[Signature]
Notary Public in and for the
County and state aforesaid
My Commission expires August 22, 1980

78-106499

Dec 15 9 37 AM '78

FILED AND RECORDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
[Signature]
CLERK OF CIRCUIT COURT

AMENDMENT TO DECLARATION OF
CONDOMINIUM OF OCEAN 14, A CONDOMINIUM

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1982

STATE OF FLORIDA
COUNTY OF DUVAL

Know all men by this certificate that, pursuant to due and proper notice fully made the Annual Meeting of the Unit Owners of Ocean 14 Association, Inc. was held on the 2nd day of December, 1981, at which meeting more than a quorum was present, and at which two-thirds of the Unit Owners consented that the BY-LAWS OF OCEAN 14 ASSOCIATION, INC. attached as an exhibit to and incorporated as a part of the DECLARATION OF CONDOMINIUM OF OCEAN 14, A CONDOMINIUM as recorded in Official Records Volume 4183, Pages 970-1043, current public records of Duval County, Florida, be amended to be as follows:

Section 1. The members of OCEAN 14 ASSOCIATION, INC. shall be those provided for in the Charter of this Association.

Section 2. Each unit shall be entitled to one vote at Association meetings, which shall be exercised by the Unit Owner. The weight of that vote shall be the same as the percentage of the Common Elements appurtenant to that Unit. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event of joint ownership of a Unit, the vote to which that Unit is entitled shall be apportioned among the Owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the joint owners.

Section 3. A quorum at membership meetings shall consist of attendance in person or by proxy of members entitled to cast a majority of the votes of the entire membership.

Section 4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. A member may appear at a meeting and revoke a proxy previously given.

ARTICLE II

Meetings of Membership

Section 1. The Annual Meeting of the membership of the Association shall be held at the offices of the Association or at such

This Instrument Prepared By: Thomas M. Smith, Esq.
720 Ocean Street
Jacksonville, FL 32202
RAT 79 ->

other place in Duval County, Florida as shall be designated by the Board of Directors or the President of the Association. The Annual Meeting shall be held on the first Wednesday in December of each year, or on such other date as may be determined by the Board of Directors.

Section 2. Special meetings of the membership shall be held when directed by the President or the Board of Directors or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. A meeting requested by the membership shall be called for a date not less than ten or more than sixty days after the request is made. The call for the meeting shall be issued by the Secretary.

Section 3. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, to each member, unless waived in writing. Such notices shall be written or printed, shall state the time, place and purpose for the meeting and such notice shall be mailed or personally delivered to each member not less than fourteen days prior to the date set for the meeting and such notice shall be posted at a conspicuous place on the Condominium property at least fourteen days prior to said meeting.

ARTICLE III.

Board of Directors

Section 1. The Board of Directors of the Association shall consist of seven (7) persons who shall hold office for a period of two (2) years from their election at the Annual Meeting or until their successors are duly elected and qualified. Initially the terms of office shall be staggered so that four (4) directors shall serve for a term ending with the next annual meeting plus one (1) year and three (3) directors shall serve for a term ending with the next annual meeting. At each election for directors, each member shall be entitled to vote for as many persons as there are directors to be elected. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

Section 2. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members thereof.

Section 3. An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the membership and at the

same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than three days' notice in writing to each director. Any director may waive notice of a meeting or consent to any action of the Board without a meeting.

Section 4. A quorum for the transaction of business shall consist of a majority of the directors. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

Section 5. Any director may be removed from office, with or without cause, by a majority vote of all Unit Owners.

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. The Board shall have the following powers and duties:

(a) to elect the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Condominium;

(c) to employ a General Manager who shall manage and operate the Condominium for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) to formulate policies for the administration, management and operation of the Condominium;

(e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Condominium, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair and replacement of the Common Elements and payments therefor;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Condominium and the Condominium Property, and to delegate any such powers to the employees or agents of the Association;

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(h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(i) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(j) to exercise all other powers and duties of the Board provided for in the Declaration of Condominium, the Certificate of Incorporation of the Association and the Condominium Act of the State of Florida.

ARTICLE IV.

Officers

Section 1. Subject to the provisions of the Declaration of Condominium, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

(a) A President who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and shall be the chief executive officer of the Association. In the recess of the Board of Directors the President shall have general control and management of the business and affairs of this Association.

(b) A Vice President who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the offices of Secretary;

(d) A Treasurer who shall cause to be kept the financial records and books of account of the Association;

(e) Such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation,

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provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any other officer as the Board may deem necessary.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board, or of the Unit Owners.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE V.

Assessments

Section 1. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget each Unit Owner shall pay as his respective monthly assessment for the common expenses one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements.

Section 2. The Board may require each Unit Owner to deposit with the Association a deposit for working capital or contingent expenses to be the same proportion of the total deposit as his percentage ownership in the Common Elements.

Section 3. For the first fiscal year, the annual budget shall be as approved by the first Board. The Board shall determine the fiscal year of the Association. If such first fiscal year, or any succeeding fiscal year, shall be less than a full calendar year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. A Unit Owner shall pay his assessment commencing with the date of purchase of his Condominium Parcel for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget.

Section 4. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon ten (10) days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

Section 6. In the event that during the course of any fiscal year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 7. Without the approval of the Unit Owners holding a majority of the votes of the Association, the Board shall not: (i) approve any capital expenditures in excess of Ten Thousand Dollars (\$10,000.00) other than rebuilding, repairing or replacing damaged property and (ii) exercise the Association's right of first refusal to purchase Units as set forth in the Declaration of Condominium.

Section 8. Every Unit Owner shall pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration of Condominium Parcel in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the property. The Association and the Board shall have the authority to exercise and enforce any

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and all rights and remedies as provided for in the Condominium Act, the Declaration of Condominium or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures of the Association, specifying and itemizing the common expenses incurred, and such records and vouchers for payments of the common expenses shall be available for examination of the Unit Owners during normal business hours of the Association.

Section 10. The Board of Directors may cause the Association to discharge any mechanics' lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Section 11. The Board of Directors may levy special assessments against one or more of the Condominium Parcels to pay for improvements, repairs or replacements which are attributable only to those Condominium Parcels in accordance with the terms of the Declaration of Condominium. Special assessments shall be due and payable within 15 days after notice thereof is given unless the notice shall specify a longer period.

Section 12. The fidelity bonding of all officers or directors, who control or disburse funds of the Association, shall be maintained in the principal sum of NOT LESS THAN \$10,000.00 for each officer or director. The Association shall bear the cost of bonding.

ARTICLE VI.

Use and Occupancy Restrictions

Section 1. No part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. Each occupant, whether owner or tenant, shall comply with all the restrictions upon use set out in the Declaration of Condominium.

Section 2. Uniform rules and regulations governing the use of the Condominium and the conduct of persons entitled to so use the Condominium property shall be promulgated from time to time by the Board of Directors.

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ARTICLE VII.

Amendment

These By-Laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval in person or in writing by the members of the Association holding a majority of the votes of the Association at a regular or special meeting of the members, notice of which shall state that such proposed amendment is to be voted upon at the meeting.

ARTICLE VIII.

Miscellaneous

Section 1. The order of business at all meetings of the Board of Directors of the Association shall be as follows:

1. Roll Call
2. Reading of the Minutes of the Last Meeting
3. Consideration of Communications
4. Resignation and Elections
5. Reports of Officers and Employees
6. Reports of Committees
7. Unfinished Business
8. Original Resolutions and New Business
9. Adjournment

Section 2. Whenever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, neuter, singular or plural whenever the context so requires or admits. Robert's Rules of Order shall govern the conduct of all meetings of the Association, excepting, however, that if any conflict exists between these By-Laws and Robert's Rules of Order, then the provisions of these By-Laws shall prevail.

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IN WITNESS WHEREOF, Ocean 14 Association, Inc. has caused these presents to be executed in its corporation name by its President and its Secretary.

Signed, sealed and delivered in the presence of:

Alvin D. Waring
Wesley W. Waring

OCEAN 14 ASSOCIATION, INC.

BY:

J. E. Caruso
President

Helen P. Waldron
Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JACK CARUSO, and HELEN WALDRON, to me known to be the persons described in and who executed the foregoing amendment as President and Secretary, respectively, of OCEAN 14 ASSOCIATION, INC. the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said Corporation.

WITNESS my hand and official seal in said County and State on this 19th day of July, 1982.

Resident H. Waring
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov. 18, 1985

82- 45820

JUL 27 1 41 PM '82

RECORDED - SECOND, O. W. F. W. C.
RECORDS OF DUVAL COUNTY, FLA.

Notary Public
Helen P. Waldron

OCEAN 14, a Condominium

Book 11842 Page 1912

Certificate of Amendment

to the
Bylaws
of

Ocean 14 Association, Inc.

RECEIVED

JUN 30 2004

RECEIVED

We hereby certify that the amendment to the Bylaws of Ocean 14 Association, Inc. attached hereto and made a part hereof (the Declaration of Condominium of Ocean 14, a Condominium, being originally recorded in Official Records Book 4183 at Page 970 of the Public Records of Duval County, Florida and as thereafter amended) received approval in person or by proxy by the members of the Association holding two-thirds (2/3) of the votes of the Association at the Special Members Meeting held March 18, 2004 at the condominium at 1301 1st St, Jacksonville Beach, Florida; and that as a result of the foregoing, said amendment has been duly adopted pursuant to the aforementioned provisions of the bylaws.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 30th day of April, 2004 at Jacksonville Beach, County of Duval, Florida.

(Corporate Seal)

Ocean 14 Association, Inc.

By Mary Louise Gallagher
Mary Louise Gallagher, President

Attest: Brandon A. Fullman
Brandon A. Fullman, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Certificate of Amendment was acknowledged before me by the President of the Association, Mary Louise Gallagher, who presented a valid driver's license for identification, and Secretary, Brandon A. Fullman, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in him by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 30 day of April, 2004.

James D. Harrison
Notary Public
State of Florida

My Commission Expires: July 22, 2008



This certificate was prepared by:
John R. Geiger, P.A.
John R. Geiger, Esq.
4475 US 1 South #406
St. Augustine, FL 32086

OCEAN 14, a Condominium
Ocean 14 Association, Inc.
AMENDMENT TO BYLAWS

ARTICLE VI - Use and Occupancy Restrictions

New Section

Section 3. Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The procedure for imposing such fines shall be as follows:

Hearing. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

Response. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

Doc# 2004176810
Book: 11842
Pages: 1912 - 1913
Filed & Recorded
06/03/2004 07:21:43 AM
JIM FULLER
CLERK CIRCUIT COURT
DAVAL COUNTY
RECORDING
TRUST FUND
1 9:00