

Record and Return to:
Jane L. Cornett
Cornett, Googe & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

-----THIS SPACE FOR RECORDER'S USE-----

CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
OCEANA SOUTH CONDOMINIUM II

The Declaration of Condominium establishing Oceana South Condominium II has been recorded in the public records of St. Lucie County at OR Book 361, Page 2747 et. seq. That Declaration of Condominium is hereby amended, in its entirety, as approved by a vote of the members at the annual meeting of Oceana South II Condominium Association, Inc., held on February 3, 2007.

IN WITNESS WHEREOF, Oceana South II Condominium Association, Inc., has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 24th day of October, 2007.

Signed, sealed and delivered
WITNESSES:

Oceana South II Condominium Association, Inc.

Doreen Hopkins
Witness #1 Signature

By: Donald Evans
Donald Evans, President

DOREEN HOPKINS
Witness #1 Printed Name

Linda L. Schweitzer
Witness #2 Signature

LINDA L. SCHWEITZER
Witness #2 Printed Name

By: Thomas Ryan
Thomas Ryan, Secretary

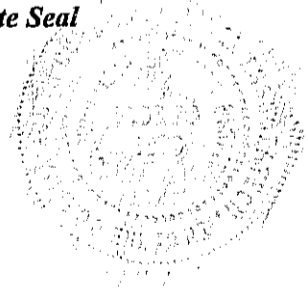
Doreen Hopkins
Witness #1 Signature

DOREEN HOPKINS
Witness #1 Printed Name

Linda L. Schweitzer
Witness #2 Signature

LINDA L. SCHWEITZER
Witness #2 Printed Name

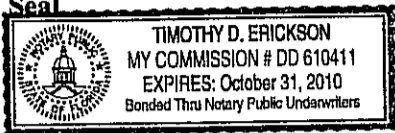
Corporate Seal



STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on this 24th of October, 2007 by Donald Evans, as President of Oceana South II Condominium Association, Inc. who is personally known to me, or who produced identification [Type of Identification: _____].

Notarial Seal

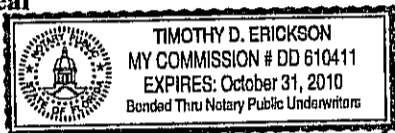


T. Erickson
Notary Public
Printed Name: Timothy D. Erickson

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on this 24th of October, 2007 by Thomas Ryan, as Secretary of Oceana South II Condominium Association, Inc. who is personally known to me, or who produced identification [Type of Identification: _____].

Notarial Seal



T. Erickson
Notary Public
Printed Name: Timothy D. Erickson

CERTIFICATE

Oceana South II Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declaration of Condominium is hereby amended, in its entirety, as approved by a vote of the members at the annual meeting of Oceana South II Condominium Association, Inc., held on February 3, 2007.

Signed, sealed and delivered
WITNESSES:

Oceana South II Condominium Association, Inc.

Doreen Hopkins
Witness #1 Signature

By: Donald Evans
Donald Evans, President

DOREEN Hopkins
Witness #1 Printed Name

Linda L. Schweitzer
Witness #2 Signature

LINDA L. Schweitzer
Witness #2 Printed Name

Doreen Hopkins
Witness #1 Signature

DOREEN HOPKINS
Witness #1 Printed Name

Linda L. Schweitzer
Witness #2 Signature

LINDA L. SCHWEITZER
Witness #2 Printed Name

By: Donald Evans
Thomas Ryan, Secretary

Corporate Seal

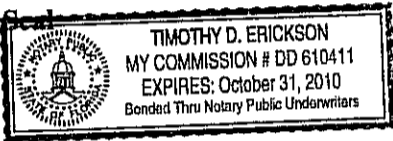


STATE OF Florida
COUNTY OF St. Lucia

The foregoing instrument was acknowledged before me on this 24th of October, 2007 by Donald Evans, as President of Oceana South II Condominium Association, Inc. who is personally known to me, or who produced identification [Type of Identification: _____].

T. D. Erickson
Notary Public
Printed Name: Timothy D. Erickson

Notarial Seal

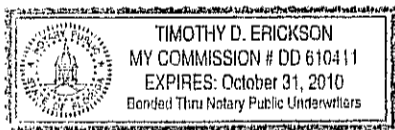


STATE OF Florida
COUNTY OF St. Lucia

The foregoing instrument was acknowledged before me on this 24th of October, 2007 by Thomas Ryan, as Secretary of Oceana South II Condominium Association, Inc. who is personally known to me, or who produced identification [Type of Identification: _____].

T. D. Erickson
Notary Public
Printed Name: Timothy D. Erickson

Notarial Seal



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
OCEANA SOUTH CONDOMINIUM II

This Amended and Restated Declaration of Condominium of Oceana South Condominium II is made this 3rd day of February 2007 by Oceana South II Condominium Association, Inc., hereinafter called the "Association" wherein the members of the Association, by a vote sufficient for approval, have adopted and approved the following Amended and Restated Declaration of Condominium.

ARTICLE 1

SUBMISSION STATEMENT

- A. PURPOSE. The purpose of this Amended and Restated Declaration is to continue the form of ownership and use of certain land described in this instrument and the improvements upon pursuant to the manner provided by Chapter 718, Florida Statutes, hereinafter called the Condominium Act.
- B. NAME AND ADDRESS. The name by which this condominium is to be identified is Oceana South II Condominium, located at 10600 South Ocean Drive, Jensen Beach, Florida 34957.

ARTICLE II

DEFINITIONS

When used in this Amended and Restated Declaration of Condominium, the following terms (unless the context clearly requires otherwise) shall have the following respective meanings:

- A. "Articles of Incorporation" means the Articles of Incorporation of the Condominium Association, a copy of which is attached as Exhibit No. 3 to this Amended and Restated Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.
- B. "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against a Unit Owner.
- C. "Board of Directors" means the Board of Directors of the Condominium Association.
- D. "Building" means the residential building containing all of the 126 Units.
- E. "By-Laws" means the Amended and Restated By-Laws of the Condominium Association, a copy of which is attached as Exhibit No.4 to this Amended and Restated Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

- F. "Common Elements" means those portions of the Condominium Property not included in the Units. The Common Elements are described in Article IV of this Amended and Restated Declaration of Condominium and delineated in the Survey Exhibits.
- G. "Common Expenses" means the expenses for which the Unit Owners are liable to the Condominium Association, as the same are more particularly described in Article VI of this Amended and Restated Declaration of Condominium.
- H. "Common Surplus" means the excess of all receipts of the Condominium Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- I. "Commonly Insured Real Property" means the entirety of the Common Elements and all real property improvements and fixtures located within, installed in, or forming a part of a Unit, including the fixtures, installations or additions comprising that part of each Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof in accordance with the Survey Exhibits.
- J. "Condominium Act" means and refers to the Condominium Act of the State of Florida (Florida Statutes Chapter 718), as the same may be from time to time amended.
- K. "Condominium Association" means THE OCEANA SOUTH II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.
- L. "Condominium Documents" means this Amended and Restated Declaration of Condominium and the exhibits hereto, as the same may be from time to time amended.
- M. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
- N. "Condominium Property" means the Land and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- O. "Amended and Restated Declaration of Condominium" means this instrument, as it may be from time to time amended.
- P. "Declaration of Covenants" means that certain Oceana South Declaration of Covenants, Restrictions and Easements, to be recorded in the Public Records of the County of St. Lucie, as supplemented by the Supplemental Declaration of Covenants, Restrictions and Easements, to be recorded in the Public Records of the County of St. Lucie.
- Q. "Land" means that certain tract of ground, situate in St. Lucie County, Florida, which is described in Exhibit No.1 attached hereto and incorporated herein by reference.

- R. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units. The Limited Common Elements are described in Article IV of this Amended and Restated Declaration of Condominium and delineated in the Survey Exhibits.
- S. "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.
- T. "Oceana South Association" means THE OCEANA SOUTH ASSOCIATION, INC., a Florida corporation not for profit, which is charged with certain responsibilities by the Declaration of Covenants.
- U. "Survey Exhibits" means the Surveyor's Certificate, the legal description of and survey of the Land, graphic description, dimensions and locations on an "as built basis" of improvements and plot plan thereof, and floor plans of each Unit, all of which are attached as Exhibit No. 1 to this Amended and Restated Declaration of Condominium and are incorporated herein by reference.
- V. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. The Units are described in Article III of this Declaration and delineated in the Survey Exhibits.
- W. "Unit Owner" means the owner or owners of a Condominium Parcel.

ARTICLE III

UNITS

- A. IDENTIFICATION OF UNITS. Each Unit is identified on the Survey Exhibits by a specific one, three or four digit Arabic number. No Unit bears the same designation as any other Unit.

The first two digits from right to left designate the specific location of the Unit on a particular floor of the Building. The remaining digits of the Unit number designate on which floor of the Building the Unit is located. Units designated by a one-digit number are located on the Ground Floor of the Building.

Accordingly, the Unit designated "1004" designates the tenth floor at a specific location. The Unit designated "403" designates the fourth floor at a specific location. The Unit designated "6" designates the ground floor at a specific location.

The Building contains 4 types of Units:

Type "A" Units, called "Ebbtide", are located at the corner of each floor in the Building and contain 2 bedrooms and 2 baths;

Type "B" Units, called "Windward", are located between other Units and contain 2 bedrooms and 2 baths; and

Type "C" Units, called "Anchorage", are located at the middle of each floor in the Building and contain 1 bedroom and 2 baths; and

Type "D" Unit, called "Penthouse", is located on the twelfth floor bearing Unit designation "1209", and contains 3 bedrooms and 2 baths.

As the Survey Exhibits depict, there are 24 Type "A" Units, 89 Type "B" Units, 12 Type "C" Units, and one Type "D" Unit in the Building.

B. DESCRIPTION OF UNITS. Each Unit is located and bounded as shown on the Survey Exhibits. The intent of the Survey Exhibits is to delineate the following as the precise perimetrical and upper and lower boundaries of Units:

1. Perimetrical Boundaries of Units- The precise perimetrical boundary of all Units is the exterior (i.e. unexposed) surface of all drywall bounding the Unit; the undecorated interior surfaces of any window frames, window sills, doors and door frames bounding the Unit; and the exterior surfaces of any window panes or sliding glass door panes bounding the Unit;
2. Lower Boundaries of Units- The precise lower boundary of all Units is the topside of the concrete floor slab bounding the Unit; and
3. Upper Boundaries of Units- The precise upper boundary of all Units, is the topside of the concrete ceiling bounding the Unit.

C. ADDITIONAL ITEMS INCLUDED WITH UNITS. All of the following items are included with each Unit if such items are wholly or partially situated within a Unit and designed and installed to serve only such Unit:

1. All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;
2. All kitchen equipment and fixtures including, without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;
3. All bathroom, lavatory and plumbing fixtures and equipment including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;
4. All electrical and lighting fixtures including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;
5. All clothes washers, clothes dryers, hot water boilers, heating equipment, and air conditioning equipment;

6. All floor and wall covering including, without limitation, carpeting, tiling, wallpaper and paint; and
7. All piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

A. COMMON ELEMENTS

The Common Elements are located and bounded as shown on the Survey Exhibits. Each Unit shall have appurtenant thereto an undivided share in the Common Elements, expressed as a percentage, as set forth in Exhibit No. 2 attached hereto and incorporated herein by reference.

The fee title to each Unit shall include both the Unit and the undivided share in the Common Elements appurtenant to such Unit and such undivided share in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the undivided share in the Common Elements appurtenant to such Unit shall be null and void.

The Board of Directors of the Condominium Association shall have the authority to adopt rules and regulations respecting the use and enjoyment of the Common Elements. The initial Proposed Rules and Regulations of the Oceana South II Condominium Association, Inc., promulgated by the Board of Directors are attached as Exhibit No. 5 to this Amended and Restated Declaration of Condominium and are incorporated herein by reference.

B. LIMITED COMMON ELEMENTS

1. Certain of the Common Elements, including, but not limited to, certain balconies, terraces, patios and access thereto have been designated as Limited Common Elements. The owner of the Unit to which the particular Limited Common Element is appurtenant shall have the exclusive right and access thereto. The owners of the Units to which such particular Limited Common Element is appurtenant shall jointly have the right, to use and enjoy such Limited Common Elements, subject, inter alia, to the provisions hereinafter set forth. The Limited Common Elements are located and bounded as shown on the Survey Exhibits.

Appurtenant to every Unit situated on the Ground Floor is a Limited Common Element which is a patio (said Limited Common Element being hereinafter referred to as a "Patio"). The owner of the Unit to which a Patio is appurtenant shall be responsible for maintaining the Patio in a clean and orderly manner, and for the maintenance, repair and replacement of all improvements of such area Limited Common Element being hereinafter referred to as a "Patio"). The owner of the Unit

to which a Patio is appurtenant shall be responsible for maintaining the Patio in a clean and orderly manner, and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to every Unit situated on the first (1st) through twelfth (12th) floors of the Building is a Limited Common Element which is a Balcony (said Limited Common Element being hereinafter referred to as a "Balcony"). The Owner of the unit to which a Balcony is appurtenant shall be responsible for maintaining the Balcony in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to the Type "D" Unit and to every Type "A" Unit situated on the first (1st) through twelfth (12th) floors of the Building is a Limited Common Element which is a Terrace (said Limited Common Element being hereinafter referred to as a "Terrace"). The Owner of the Unit to which a Terrace is appurtenant shall be responsible for maintaining the Terrace in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area.

2. The Owner of the Unit to which each particular Limited Common Element is appurtenant shall indemnify, hold harmless and defend the Condominium Association and all other Unit Owners from and against all claims, liabilities, losses and expenses (including reasonable attorneys' fees) for personal injuries and death or damage to property arising out of the ownership and/or use of such Limited Common Elements.
3. For purposes of this Amended and Restated Declaration of Condominium, the term "Limited Common Element Change" shall mean and refer to: (i) any physical addition, alteration or modification to or upon a Limited Common Element; (ii) any painting of a Limited Common Element or portion thereof (except repainting to any original or previously approved color); and (iii) the placing or installation of any drapes, shades, curtains, roll-ups or other similar materials in or on a Limited Common Element. There shall be no Limited Common Element change with respect to such Limited Common Element unless the Board of Directors has given its prior written approval to the particular Limited Common Element. All applications to the Board of Directors shall be in writing and the Board of Directors shall have the right to require the Unit Owner to submit plans and specifications, evidence of compliance with applicable building and zoning laws and such other items as the Board of Directors shall reasonably request before considering any application for approval. The Board of Directors shall have the right to determine, in the Board's sole and absolute discretion, whether any such application for a Limited Common element Change should be granted or should be denied, and the decision of the Board of Directors shall be final, except that:
 - (i) The Board of Directors shall not approve any Limited Common Element Change which the Board is specifically prohibited from approving by the following provisions of this Article IV; and

- (ii) The Board of Directors shall approve any Limited Common Element Change which the Board is specifically required to approve by the following provisions of this Article IV, provided that the Board of Directors may impose upon the granting of such approval such reasonable conditions as the Board deems appropriate.

If any Unit Owner shall make or permit any Limited Common Element Change without the prior written approval of the Board of Directors, the Condominium Association shall have the right, in addition to all other available rights or remedies, to enter upon the Limited Common Element, and, without liability to the Unit Owner for so doing, to remove or otherwise eliminate the non-approved Limited Common Element Change, and the offending Unit Owner shall reimburse the Condominium Association upon demand for all costs and expenses incurred by the Condominium Association in so doing.

ARTICLE V

EASEMENTS

- A. The Units and Common Elements shall be and hereby are made subject to an easement for such utility services as are desirable or necessary to serve adequately the Condominium Property, and any other property, including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that any such easement through a Unit shall not be enlarged or extended beyond its extent after this Amended and Restated Declaration of Condominium is recorded without the consent of the Unit Owner.
- B. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Unit and all portions of the Common Elements supporting such portion of the Common Elements.
- C. Each Unit shall be and hereby is made subject to an easement in favor of the Condominium Association for entrance to the Unit to maintain, repair or replace the Common Elements.
- D. All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.
- E. The Association reserves and shall have the right and easement to install and maintain upon, through and under the Common Elements such electric, water, sewer, telephone, radio, television, drainage and utility lines, mains, cables and facilities as the Association shall deem necessary or desirable to be used in connection with the Oceana South Association or any property other than the Condominium Property, provided only that the maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common Elements or any portion thereof are intended.

- F. Each unit Owner, for himself, his family members, agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from the public way over such streets, walks, parking lots and rights of way which are part of the Common Elements and which serve the Units of the Condominium. Each owner of a unit at "Oceana South Condominium II" (as such area is delineated in the Survey Exhibits), for himself, his family members, agents, guests, and invitees, shall have a non-exclusive easement for ingress and egress to and from "Recreation Area No. One" (as such area is delineated in the Survey Exhibits) over such streets, walks, parking lots and rights of way which are part of the Common Elements.
- G. The easements set forth in Article V, A, B, C, D, E, and F, supra, shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

ARTICLE VI

COMMON EXPENSES AND COMMON SURPLUS

- A. The following are hereby designated as Common Expenses:
1. Expenses for the operation, maintenance, repair or replacement of the Common Elements, including such amounts, if any, as the Board of Directors shall deem necessary to establish reserves for replacement of the Common Elements;
 2. Expenses of the Condominium Association in carrying out its powers and duties;
 3. Expenses of obtaining trash removal service for all Unit Owners;
 4. Expenses of obtaining the following services for use in connection with the operation and maintenance of the Common Elements: electric service; water service; trash removal service; vermin extermination service; and security service, if any;
 5. Premiums on all policies of insurance maintained by the Board of Directors pursuant to Article XII hereof;
 6. Fees or compensation due to any manager retained by the Condominium Association;
 7. All assessments duly imposed by the Oceana South II Condominium Association against the Unit Owners which the Oceana South II Condominium Association has requested be collected as a Common Expense;
 8. Such amounts as the Board of Directors deems proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of Assessments;

9. Fees payable by the Unit Owners to the Division of Florida Land Sales and Condominiums;
 10. Any expense designated as a Common Expense by the provisions of the Condominium Act, this Amended and Restated Declaration of Condominium or the By-Laws; and
 11. Expenses agreed upon as Common Expenses by all Unit Owners.
- B. Except as set forth hereinafter in this Article VI, the Common Expenses shall be shared by, and the Common Surplus shall be owned by, each of the Unit Owners in proportion to each Unit Owner's undivided share in the Common Elements. Assessments payable by Unit Owners by reason of their ownership of a Limited Common Element appurtenant to their Unit shall be treated as an Assessment for Common Expenses.

Except as aforesaid, no Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made or otherwise.

ARTICLE VII

AMENDMENT OF AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

- A. Except as provided in Articles XXII and XX A hereof, and except as to matters described in Paragraphs B, C, D and E of this Article VII, this Amended and Restated Declaration of Condominium may be amended by the affirmative vote of not less than two thirds (2/3) of the Unit Owners at any regular or special meeting of the Unit Owners called and held in accordance with the Bylaws or by written consent in lieu of meeting. Such amendment shall be evidenced by a certificate executed by the Condominium Association in recordable form in accordance with the Condominium Act. The amendment shall become effective upon the recording of such certificate in the Public Records of St. Lucie County, Florida.
- B. Except as provided in Article XX A hereof, no amendment to this Amended and Restated Declaration of Condominium shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the undivided share in the Common Elements appurtenant to any Unit, or change the proportion or percentage by which any Unit Owner shares the Common Expenses or owns the Common Surplus, or change any Unit Owner's voting rights in the Condominium Association unless the Owners of all such Units and the holders of all Approved Mortgages (as said term is defined in Article XI B hereof) which are liens upon such Units shall consent in writing thereto.
- C. Except as provided in Article XX A hereof, no amendment to this Amended and Restated Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage (as said term is defined in Article XI B hereof) unless the two institutions holding the highest number of Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior

to the date that such amendment is adopted by the Unit Owners shall consent in writing to such amendment.

ARTICLE VIII

VOTING RIGHTS OF UNIT OWNERS

- A. Each owner or the owners collectively of a Unit shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents or the Condominium Act.
- B. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit or, if appropriate by duly authorized officers, partners or principals of the respective legal entity, and filed with the Secretary of the Condominium Association, and such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Condominium Association, the vote of the owners of such Unit shall not be considered for any purpose.

ARTICLE IX

THE CONDOMINIUM ASSOCIATION

The entity responsible for the operation of the Condominium is The Oceana South II Association, Inc., a Florida corporation not-for-profit. A copy of the Articles of Incorporation of The Oceana South II Condominium Association, Inc., is attached as Exhibit No. 3 to this Amended and Restated Declaration of Condominium and incorporated herein by reference. A copy of the Amended and Restated By-laws of The Oceana South II Condominium Association, Inc. is attached as Exhibit No. 4 to this Declaration of Condominium and incorporated herein by reference

ARTICLE X

ASSESSMENTS

The Condominium Association, acting through the Board of Directors in accordance with the By-Laws, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollectible Assessments, budget deficits, such reserves as the Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Amended and Restated Declaration of Condominium or the By-Laws. Assessments sufficient to provide for the common Expenses shall be made from time to time against each Unit Owner in accordance with Article VI of this Amended and Restated Declaration of Condominium.

Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate equal to the lesser of: (I) ten (10%) percent per annum, or (ii) the maximum legal rate permitted under controlling law, from the due date until paid. In the sole discretion of the Board of Directors, a late charge of \$25.00 per Assessment or installment thereof not paid when due may be

assessed against a delinquent Unit Owner. Regular Assessments shall be due and payable quarterly on the first 1st day of each January, April, July and October, unless the Board of Directors shall otherwise determine.

The Condominium Association shall have a lien on each Unit for any unpaid Assessments, together with interest thereon, owed by the Unit Owners of such Unit. Reasonable attorney's fees (including fees in appellate proceedings) incurred by the Condominium Association incident to the collection of any Assessment or the enforcement of such lien, together with sums advanced or paid by the Condominium Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

The Board of Directors may take such action as it deems necessary to collect Assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if it shall so determine. Said lien shall be effective from and after the recording of a claim or lien as and in the manner provided by the Condominium Act, and shall have the priorities established by said Act, sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid all sums due the Condominium Association covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and / or Occupant.

Where the holder of a mortgage of records or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Condominium Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share or Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

Any person who acquires an interest in a Unit (except through foreclosure of a mortgage of record or deed in lieu thereof as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, such as purchasers at judicial sales) shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing by the former Unit Owners have been paid.

The Condominium Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to any Unit Owner or group of Unit Owners, or to any third party.

ARTICLE XI

MORTGAGES OF UNITS

- A. Any mortgage which is a lien against a Unit shall be subject to the terms and conditions of this Amended and Restated Declaration of Condominium and the exhibits hereto, as the same may be from time to time amended, and the holder of any such mortgage and the obligation secured thereby shall have no right:
1. To participate in the adjustment of losses with insurers or in the decision whether to repair or restore damage to or destruction of the Commonly Insured Real Property; or
 2. To receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event of a termination pursuant to Article XIII B hereof or in the event and to the extent that insurance proceeds in excess of the cost of repair or restoration are distributed to Unit Owners pursuant to Article XIII A hereof.
- B. Upon written request to the Secretary of the Condominium Association by the holder of any mortgage which is a lien upon a Unit setting forth the name of such holder, the address of such holder, the date of such mortgage and the Unit upon which such mortgage is a lien, the Secretary of the Condominium Association shall place such information in a register to be maintained for such purposes and such mortgage shall thereupon constitute an "Approved Mortgage" for purposes of this Amended and Restated Declaration of Condominium.

ARTICLE XII

INSURANCE

- A. **INSURANCE TO BE MAINTAINED.** The Board of Directors shall obtain and continuously maintain:
1. Insurance against loss by damage to or destruction of the Commonly Insured Real property by fire or by such other risks as may be covered by an endorsement for extended coverage, and by flood, in an amount equal to the full insurable replacement value thereof, without deduction for depreciation, with a deductible provision in an amount to be determined by the Board of Directors but not to exceed five percent (5%) of the full insurable replacement value, payable on behalf of all Unit Owners and holders of mortgages on Units, as their interest may appear. Said insurance shall contain a separate loss payable endorsement in favor of the holders of mortgages on Units modified to make the loss payable provisions in favor of said holders subject and subordinate to the loss payable provisions in favor of the Board of Directors.
 2. Comprehensive liability insurance, insuring the Unit Owners, the Condominium Association, the officers and directors of the Condominium Association and any Manager, against liability relating in any way to the ownership and/or use of the Common Elements. Such insurance shall not insure any Unit Owner against liability for injuries to persons or property occurring within his Unit. Limits of liability shall

be at least \$1,000,000 for any person injured or killed in any single occurrence, at least \$1,000,000 for any injuries or death sustained by any two or more persons in any single occurrence, and at least \$100,000 for property damage resulting from each occurrence.

3. Insurance against loss by damage to or destruction of any personal property of the Condominium Association, in such amounts as the Board of Directors shall determine. The Board of Directors shall not obtain insurance against loss by damage to or destruction of the personal property of individual Unit Owners.
4. Policies of directors and officers liability insurance, insuring the directors and officers of the Condominium Association against personal liability arising in connection with the performance of their duties.
5. Such workmen's compensation insurance as is required by law.

B. ADDITIONAL REQUIREMENTS.

1. The insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall comply with the following requirements:
 - A. All policies shall be issued by a company licensed to do business in the State of Florida and holding a Best's rating of "A" or better, or an equivalent rating if Best's rating are discontinued.
 - B. Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.
 - C. In no event shall coverage under said policies be brought into contribution with insurance purchased by individual Unit Owners or the holders of mortgages on Units.
2. The Board of Directors shall attempt to assure that the insurance to be maintained pursuant to Article XII A hereof will provide for the following:
 - A. A waiver of subrogation by the insurer as to any claims against the Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, any manager, and their respective servants, agents and guests;
 - B. That said policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) days' prior written notice to the Board of Directors, to each Unit Owner and to the holders of all Approved Mortgages; and

- C. That "no other insurance" clause in said policies excludes policies of individual Unit Owners from consideration.
- C. ANNUAL REVIEWS OF COVERAGE. The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to Article XII A hereof, report the results of said review at each annual meeting of the Unit Owners.
- D. INSURANCE PREMIUMS A COMMON EXPENSE. All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall be a Common Expense.
- E. INSURANCE OF INDIVIDUAL UNIT OWNERS. Each individual Unit Owner shall obtain additional insurance at his own expense, provided, however, that:
1. Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and
 2. No Unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII A hereof.

Each individual Unit Owner shall obtain insurance in an amount to insure one hundred percent (100%) of the fair market value of the real or personal property contained within the boundaries of the Unit Owner's Unit, which is excluded from coverage to be provided by the Association, as set forth in Florida Statute §718.111(11), as may be amended from time to time. Each Unit Owner shall provide a certificate of insurance, evidencing such coverage, to the Association by the 1st day of January for each calendar year. In the event that the expiration date for the coverage expires during the course of the year, the Unit Owner shall provide to the Association, within ten days following the date of the scheduled expiration, a certificate of insurance, evidencing that the coverage has either been renewed or a new policy obtained altogether. Failure to provide such proof within ten (10) days after the 1st of January or ten (10) days after the scheduled expiration date of the policy may subject that Unit Owner to a lawsuit being filed against the non-compliant Unit Owner to enjoin such non-compliance, where, pursuant to Article XXI, the prevailing party may be entitled to recover the costs of the proceeding and reasonable attorney's fees.

ARTICLE XIII

DAMAGE OR DESTRUCTION

- A. REPAIR. Except as provided by Article XIII B hereof, any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided shares in the Common Elements. Unit Owners may apply the proceeds from their individual fire insurance policy, if any, to the share of such Common Expense as may be assessed to them. The Board of Directors shall restore the damaged Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, such excess shall be distributed to the Unit Owners in proportion to their respective undivided shares in the Common Elements.
- B. TERMINATION. Notwithstanding anything to the contrary contained in Article XIII A hereof, if:
1. There is "Very Substantial Damage" to the Commonly Insured Real Property, which for purposes of this Article XIII shall mean damage or loss whereby two-thirds (2/3) of the total Units of the Condominium are rendered untenable; and
 2. Unit Owners entitled to cast seventy-five (75%) percent of the votes of all Unit Owners duly resolve, within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration; then, and in those events only, the salvage value of the entire Condominium Property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale of the entire Condominium Property, together with the net proceeds of insurance policies held by the Board of Directors shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective undivided shares in the Common Elements, after discharging out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all mortgages against the Unit of such Unit Owner.

ARTICLE XIV

USE AND OCCUPANCY RESTRICTIONS

- A. Each Unit shall be used only as a single family residence. No separate part of a Unit may be rented and no short term tenants (i.e. tenants for three months or less) may be accommodated therein. All owners must submit a rental application and a screening fee in the amount of \$100.00 for potential lessees to the Board of Directors prior to executing any lease. The Board will have ten days from receipt of a rental application to approve or disapprove said lease. If the Board of Directors fails to respond within the stated deadline, then the rental application will be deemed approved.

- B. A Unit Owner may possess no more than one (1) pet. No pets are permitted unless approved in writing by the Condominium Association. The Condominium Association shall not approve any pet which when fully grown is reasonably anticipated to weigh more than thirty (30) pounds. If any pet becomes annoying to other Unit Owners by barking or otherwise, the Unit Owner in whose Unit the pet is kept shall immediately cause the problem to be corrected, and if the problem is not corrected after written notices from the Condominium Association, the Unit Owner shall no longer be able to keep the pet in his Unit or shall be required to take such other steps as the Condominium Association may direct. No pets shall be permitted upon any portion of the Common Elements outside of the building at any time except under leash. Pets shall be "curbed" only in those portions of the Common Elements specifically designated by the Condominium Association for such purposes.
- C. No use or practice shall be permitted in any Unit which (i) is determined by the Board of Directors to be a source of undue annoyance to the residents or Occupants of other Units or interferes with the peaceful possession and proper use of the Condominium Property by such other residents or Occupants; or (ii) will materially increase the rate of insurance on the Condominium Property beyond that to be anticipated from the property and accepted conduct of otherwise permitted uses hereunder.
- D. Except as provided in Article XX A hereof, no Unit may be combined with any other Unit without the prior written consent of the Board of Directors, which consent shall not be withheld in the event that the Board of Directors determines that said combination will not adversely affect the structural soundness of any building or the use and enjoyment of the Condominium Property by any other Unit Owner.
- E. Except as provided in Article XX (A) hereof, no Unit may be divided nor may any separate portion thereof be sold or otherwise transferred without the prior written consent of the Board of Directors.
- F. Except as provided in Article XX (B) 3 hereof, no Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit which is visible from outside his Unit, nor shall any radio or television antenna or aerial, clothesline or other object be attached to or placed upon any portion of the Common Elements without the prior written consent in each instance of the Board of Directors. No Unit Owner shall cover or block any window or sliding glass door except with permanent drapes, shades, blinds or roll-ups which are not made of aluminum foil or other light-reflecting material and which are approved by the Condominium Association.
- G. No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the rules and regulations that are from time to time promulgated by the Board of Directors. The proposed Rules and Regulations of the Oceana South II Condominium Association, Inc., to be promulgated by the Board of Directors, are attached as Exhibit No. 5 to this Amended and Restated Declaration of Condominium and incorporated herein by reference.

ARTICLE XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED
COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- A. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
1. Except as specifically provided in Article IV and Article XV A hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements and Limited Common Elements.
 2. Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain any piping, ducts, wiring, cables, conduits, utility lines or air-conditioning compressors located outside the boundaries of his Unit which serve only his Unit.
- B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
1. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing, and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.
 2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten (10%) percent of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless

authorized by the Board of Directors and ratified by not less than sixty-seven (67%) percent of the total vote of all Unit Owners. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense. Where any alterations or additions as aforementioned are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner exclusively or substantially exclusively benefiting therefrom and, if more than one Unit Owner requesting such work is benefited thereby, the Assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by the affirmative vote of not less than seventy-five (75%) percent of the Unit Owners exclusively or substantially exclusively benefiting therefrom; provided, however, that where said Unit Owners are ten or less, the approval of all but one shall be required.

3. No person or entity other than the Owner of the Unit to which a particular Limited Common Element is appurtenant shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association and upon such terms and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without the prior written consent of the Condominium Association or violate any term, condition or provision pursuant to which authority to make such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

ARTICLE XVI

MAINTENANCE AND REPLACEMENT OF UNITS; STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS

A. MAINTENANCE AND REPLACEMENT OF UNITS.

1. Except as provided in Article XVI A2 hereof, each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain all portions of his Unit except to the extent that any portion of his Unit is damaged or destroyed and insurance coverage against said damage or destruction is available pursuant to policies of insurance maintained by the Board of Directors.

2. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain in good order and repair and to make all replacement necessary to so maintain all piping, ducts, wiring, cables, conduits or public utility lines within a particular Unit which serve Units other than the particular Unit.

- B. STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS. Except as provided in Article XX A hereof, no Unit Owner shall make any structural modifications or alterations to or within his Unit without the prior written consent of the Condominium Association, which consent shall not be withheld if the Condominium Association determines that the proposed structural modification or alteration does not jeopardize or tend to jeopardize the soundness or safety, or adversely affect the appearance of the Condominium Property or any portion thereof or impair or tend to impair any easement or hereditament.

ARTICLE XVII

DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS

Should the Condominium Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the family members, animals, guests, tenants, agents or employees of one or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose family members, animals, guests, tenants, agents or employees of one or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose family members, animals, guests, tenants, agents or employees are responsible for such damage, destruction or injury shall, to the extent that the Condominium Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Condominium Association for such expenditure.

ARTICLE XVIII

TERMINATION OF CONDOMINIUM

The Condominium may be terminated at any time in the manner provided in Section 718.117 of the Condominium Act or in accordance with the provisions of Article XIII B hereof.

ARTICLE XIX

THE OCEANA SOUTH ASSOCIATION, INC.

- A. In accordance with the requirements of the Declaration of Condominium, each Unit Owner shall automatically become a member of The Oceana South Association, Inc., a Florida corporation not for profit (the "Oceana South Association"), which corporation is charged by the Declaration of Condominium with certain responsibilities. Moreover, the Oceana South Association has the right to assess each Unit Owner for a share of the costs and expenses incurred by the Oceana South Association in the performance of its functions, and will have a

lien right against each Unit to secure the payment of the assessments it imposes.

- B. The Condominium Association shall be bound by the applicable provisions of the Declaration of Condominium. In this regard and in addition to those powers elsewhere provided in this Declaration, the Condominium Association shall have the power to fix and collect Assessments, and shall have a lien for any unpaid Assessments, covering any obligation contained in the Declaration of Condominium which the Oceana South Association requests the Condominium Association to treat as a Common Expense, pursuant to Section 8 of Article IV of said Declaration of Condominium.

ARTICLE XX

NOTICES

- A. All notices and other communications required or permitted to be given under or in connection with this Amended and Restated Declaration of Condominium shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which was mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner -

At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Condominium Association.

To the Condominium Association -

10600 South Ocean Drive
Jensen Beach, Florida 34957

or to such other address as the Condominium Association shall designate by notice in accordance with this Article to all Unit Owners.

- B. The Secretary of the Condominium Association shall maintain a register of current addresses established for notice purposes pursuant to this Article, which register shall be made available for inspection, upon request, to all Unit Owners.

ARTICLE XXI

GENERAL PROVISIONS

- A. **COVENANTS RUNNING WITH THE LAND.** All provisions of this Amended and Restated Declaration of Condominium, as the same may be from time to time amended, shall be construed to be covenants running with the Land, and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

- B. CAPTIONS. The captions used in this Amended and Restated Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Amended and Restated Declaration of Condominium.
- C. SEVERABILITY. The provisions of this Amended and Restated Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Amended and Restated Declaration of Condominium is intended to create for the operation of the Condominium.
- D. APPLICABLE LAW. This Amended and Restated Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.
- E. ATTORNEYS' FEES AND COSTS. In any legal proceeding arising out of an alleged failure of a Unit Owner to comply with the terms of the Amended and Restated Declaration of Condominium, the Articles of Incorporation, the Bylaws, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

IN WITNESS WHEREOF, Oceana South II Condominium Association, Inc., has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 24th day of October, 2007.

Signed, sealed and delivered

Oceana South II Condominium Association, Inc.

WITNESSES:

Doreen Hopkins
Witness #1 Signature

By: Donald Evans
Donald Evans, President

DOREEN HOPKINS
Witness #1 Printed Name

Linda L. Schweitzer
Witness #2 Signature

LINDA L. SCHWEITZER
Witness #2 Printed Name

Doreen Hopkins
Witness #1 Signature

DOREEN HOPKINS
Witness #1 Printed Name

Linda L. Schweitzer
Witness #2 Signature

LINDA L. SCHWEITZER
Witness #2 Printed Name

By: Thomas Ryan
Thomas Ryan, Secretary

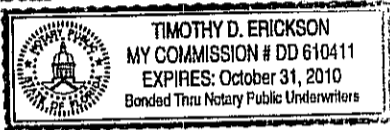


Corporate Seal

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on this 21st of October, 2007 by Donald Evans, as President of Oceana South II Condominium Association, Inc. who is personally known to me, or who produced identification [Type of Identification: _____].

Notarial Seal

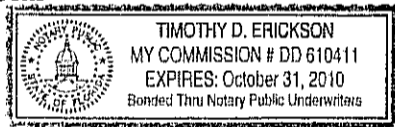


Timothy D. Erickson
Notary Public
Printed Name:
Timothy D. Erickson

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on this 21st of October, 2007 by Thomas Ryan, as Secretary of Oceana South II Condominium Association, Inc. who is personally known to me, or who produced identification [Type of Identification: _____].

Notarial Seal



Timothy D. Erickson
Notary Public
Printed Name:
Timothy D. Erickson

EXHIBIT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF
OCEANA SOUTH CONDOMINIUM II

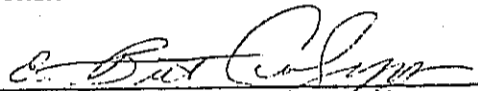
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA :
COUNTY OF ST. LUCIE : SS: OCEANA SOUTH CONDOMINIUM II


BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared E. BRETT CULPEPPER, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the laws of the STATE OF FLORIDA, being Surveyor No. 3333.
2. The construction of the improvements to comprise Oceana South Condominium II, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of Oceana South Condominium II, together with the provisions of said Declaration of Condominium describing the Condominium Property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the Common Elements and of each Unit can be determined from said materials.

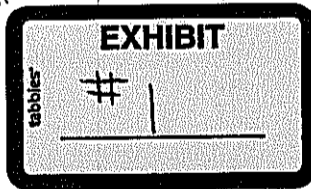
FURTHER AFFIANT SAYETH NAUGHT:


E. BRETT CULPEPPER
Florida Certificate No. 3333

SWORN TO AND SUBSCRIBED before me
this 17th day of August, 1981.


Notary Public State of Florida
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 26, 1983
Bonded by American Ins & Surety Company.



=20=

DESCRIPTION OF OCEANA SOUTH CONDOMINIUM II

Commencing at a point in the centerline of State Road A-1-A and on the North line of the South 815.66 feet of Government Lot 5 of Section 11, Township 37 South, Range 41 East; thence run S 89° 55' 51" E 54.69 feet to a point on the Easterly right-of-way of State Road A-1-A; thence N 23° 49' 31" W, along said right-of-way, 1,358.64 feet to the Point of Beginning.

From the Point of Beginning continue N 23° 49' 31" W along the A-1-A right-of-way, 427.26 feet to a point; thence run N 66° 10' 29" E 40.80 feet to a point; thence run N 0° 00' 29" E 29.80 feet to a point; thence run S 89° 59' 31" E parallel with the North line of Government Lot 4 of Section 11, 318.26 feet to a point on the Coastal Construction Setback Line; thence run W 20° 18' 51" W along said setback line 106.64 feet to a point on the North line of the South 320.33 feet of the North 360.8 feet of Government lot 4; thence run S 89° 59' 31" E 150.75 feet to the mean high water line of the Atlantic Ocean; thence meandering said high water line run S 20° 24' 54" E 341.57 feet to a point; thence run S 24° 52' 30" E 102.93 feet to a point; thence run S 81° 10' 29" W 204.69 feet to a point; thence run S 8° 49' 31" E 16.0 feet to a point; thence run S 81° 10' 29" W 40.0 feet to a point; thence run S 8° 49' 31" E 35.67 feet to a point; thence run S 81° 10' 29" W 228.0 feet to the Point of Beginning.

All of the above lying and being in St. Lucie County, Florida.

Sheet 2

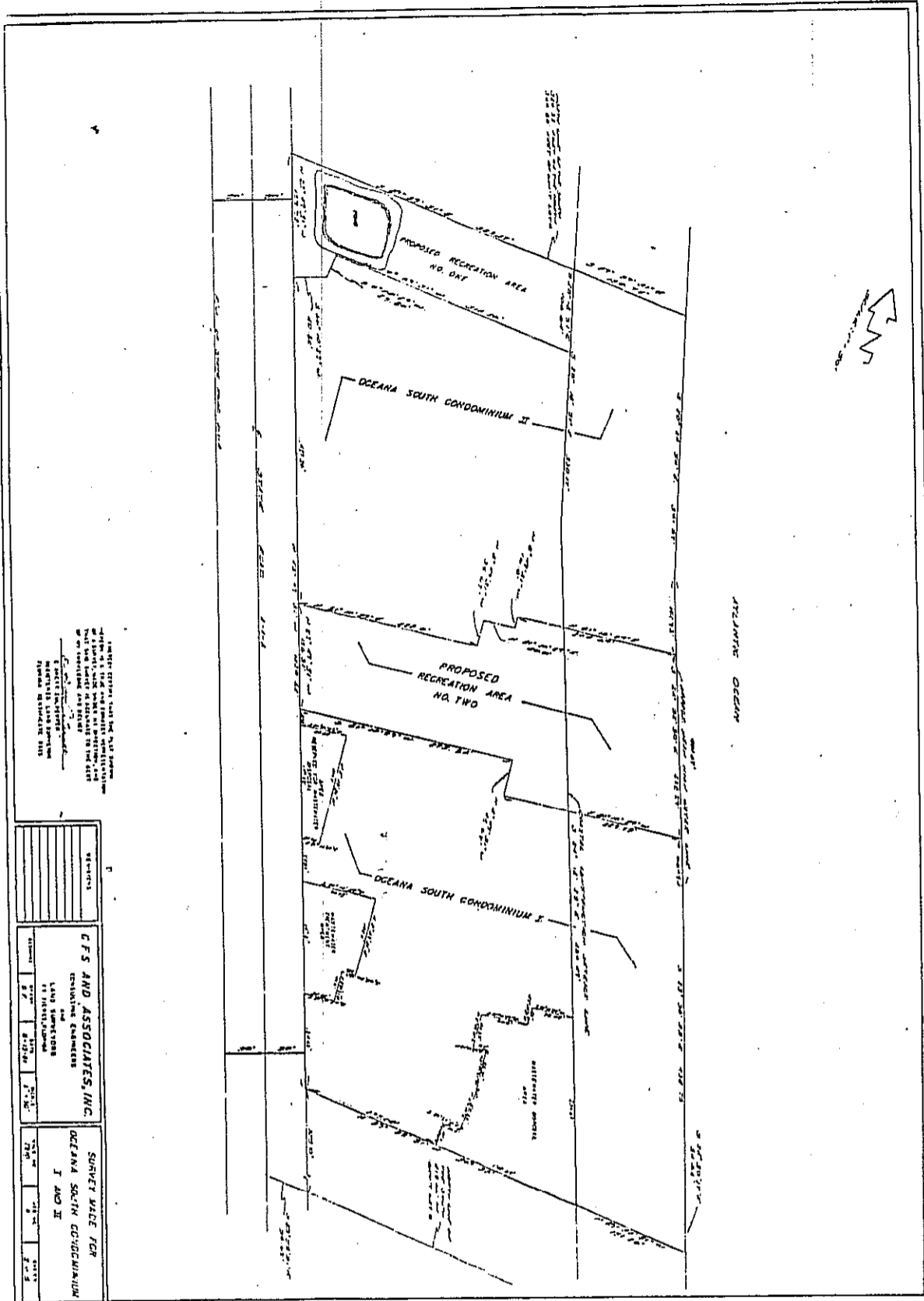
ON BOOK 361 PAGE 2775

DESCRIPTION OF UNITS

<u>Unit</u>	<u>No. of Units in Building</u>	<u>No. of Bedrooms Per Individ. Unit</u>	<u>No. of Baths Per Individ. Unit</u>
<u>Unit Type A ("Ebbtide")</u>	24	2	2
1, 101, 110, 201, 210, 301, 310, 401, 410, 501, 510, 601, 610, 701, 710, 801, 810, 901, 910, 1001, 1010, 1101, 1110, 1201			
<u>Unit Type B ("Windward")</u>	89	2	2
2, 3, 4, 5, 6, 7, 102, 103, 104, 105, 107, 108, 109, 202, 203, 204, 205, 207, 200, 209, 302, 303, 304, 305, 307, 308, 309, 402, 403, 404, 405, 407, 408, 409, 502, 503, 504, 505, 507, 508, 509, 602, 603, 604, 605, 607, 608, 609, 702, 703, 704, 705, 707, 708, 709, 802, 803, 804, 805, 807, 808, 809, 902, 903, 904, 905, 907, 908, 909, 1002, 1003, 1004, 1005, 1007, 1008, 1009, 1102, 1103, 1104, 1105, 1107, 1108, 1109, 1202, 1203, 1204, 1205, 1207, 1208			
<u>Unit Type C ("Anchorage")</u>	12	1	2
106, 206, 306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206			
<u>Unit Type D ("Penthouse")</u>	1	3	2
1209			
TOTAL	126		

Sheet 3

BOOK 361 PAGE 2776

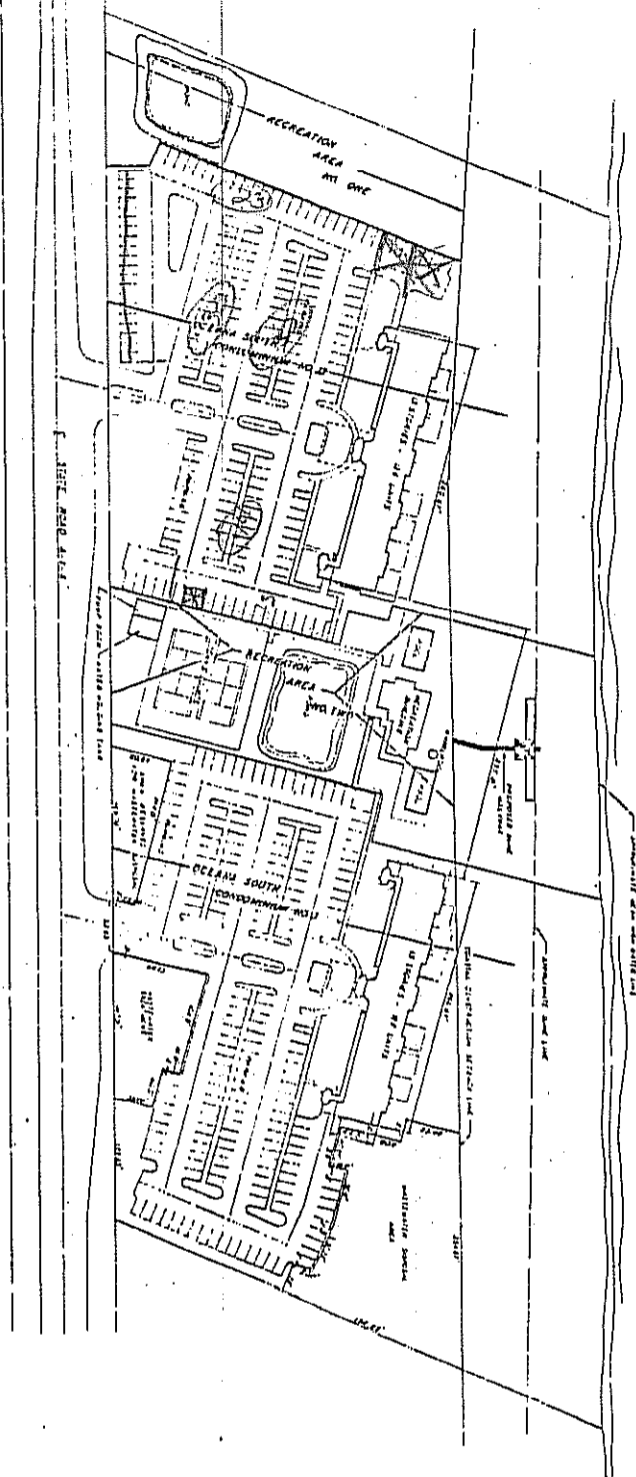


ALL RIGHTS RESERVED, THIS PLAN AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF C.F.S. AND ASSOCIATES, INC. AND SHALL BE KEPT IN CONFIDENCE BY THE USER. NO PART OF THIS PLAN OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF C.F.S. AND ASSOCIATES, INC.

C.F.S. AND ASSOCIATES, INC. CONSULTING ENGINEERS 1400 WASHINGTON WASHINGTON, D.C. 20004		SHEET MADE FOR OCEANA SOUTH CONDOMINIUM I AND II	
DATE	1/15/81	SCALE	AS SHOWN
BY	J.M.	CHECKED	J.M.
APPROVED	J.M.	DATE	1/15/81

OR 361 PAGE 2777
BOOK

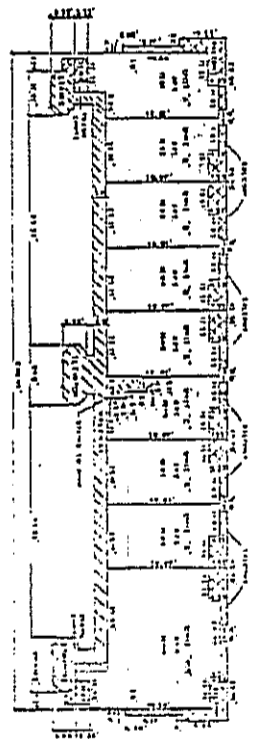
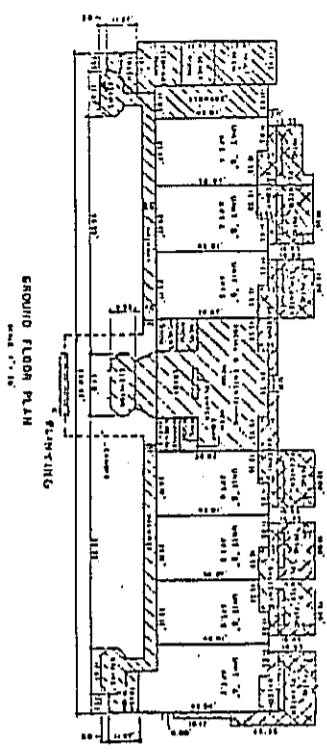
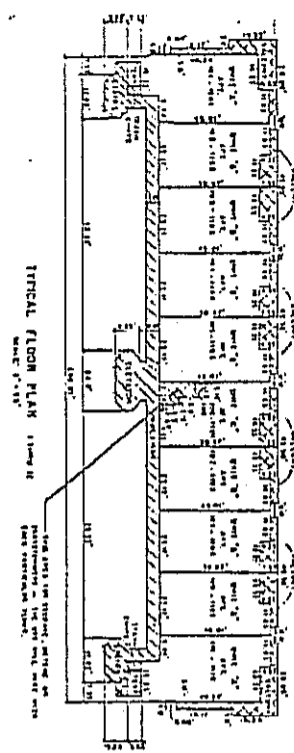
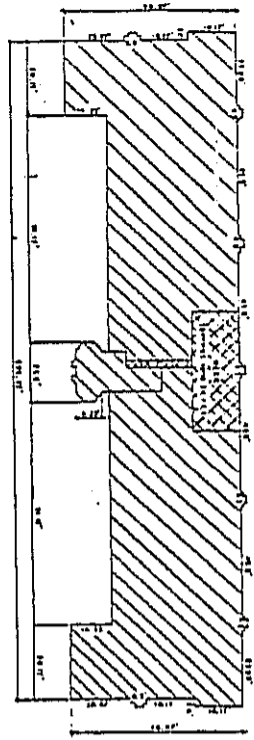
OCEANA SOUTH CONDOMINIUM I & II



NOTES:
 1. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 2. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 3. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 4. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 5. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
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 7. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 8. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 9. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.
 10. THE CONDOMINIUM IS TO BE BUILT ON THE SITE SHOWN.

CFS AND ASSOCIATES, INC.		OCEANA SOUTH	
CONSULTING ENGINEERS		PLOT PLAN	
LAND DEVELOPMENT		PLOT PLAN	
201 N. W. 10th St.		PLOT PLAN	
MIAMI, FLORIDA		PLOT PLAN	
DATE: 1-1-78		PLOT PLAN	
SCALE: 1" = 20'		PLOT PLAN	
DRAWN BY: J. J. JONES		PLOT PLAN	
CHECKED BY: J. J. JONES		PLOT PLAN	
APPROVED BY: J. J. JONES		PLOT PLAN	

OCEANA SOUTH CONDOMINIUM II



APARTMENT NUMBERS BY FLOORS

FLOOR	APARTMENT NUMBERS
1ST FLOOR	101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200

FLOOR	APARTMENT NUMBERS
2ND FLOOR	201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300

LEGEND

- REPAIRS REQUIRED ELEMENTS
- REPAIRS LIMITED ELEMENTS

NOTE: THIS PLAN IS A GENERAL INDICATION OF THE LAYOUT OF THE CONDOMINIUM. THE EXACT LAYOUT OF EACH UNIT WILL VARY. THE DIMENSIONS OF THE UNITS ARE APPROXIMATE.

CFS AND ASSOCIATES, INC.
 1500 W. 10th Street
 Oklahoma City, Oklahoma 73106
 Phone: (405) 521-1111

DEBRA SCHULTZ
 Condominium Specialist

NOTES TO SHEET NOS. 4-8 OF EXHIBIT NO. 1 TO THE
DECLARATION OF CONDOMINIUM OF OCEANA SOUTH CONDOMINIUM II

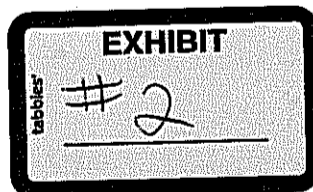
1. THE APPROXIMATE HEIGHT OF THE BUILDING COMPRISING OCEANA SOUTH CONDOMINIUM II IS 133 FEET, 6 INCHES, MEASURED FROM THE LOBBY FLOOR TO THE ROOF OF THE SAID BUILDING. THE APPROXIMATE HEIGHT OF THE RECREATION BUILDING IS 26 FEET, 8 INCHES, MEASURED FROM THE FLOOR OF THE FIRST FLOOR TO THE ROOF OF THE SAID BUILDING.
2. THE PROPOSED USE OF ALL BUILDINGS IS RESIDENTIAL.
3. ALL AREAS SUBJECTED TO THE DECLARATION OF CONDOMINIUM, OTHER THAN AREAS WHICH COMPRISE THE UNITS, ARE COMMON ELEMENTS.

Sheet 9

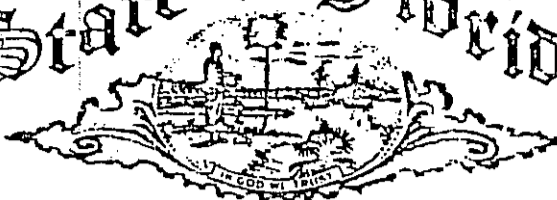
BOOK 361 PAGE 2782

EXHIBIT NO. 2

<u>Unit</u>	<u>Undivided Shares in Common Elements of Each Unit</u>	<u>Percentage of Ownership of Common Surplus and Percentage of Obligation for Common Expenses of Each Unit</u>
<u>Unit Type A ("Ebbtide")</u>	.982%	.982%
1, 101, 110, 201, 210, 301, 310, 401, 410, 501, 510, 601, 610, 701, 710, 801, 810, 901, 910, 1001, 1010, 1101, 1110, 1201		
<u>Unit Type B ("Windward")</u>	.749%	.749%
2, 3, 4, 5, 6, 7, 102, 103, 104, 105, 107, 108, 109, 202, 203, 204, 205, 207, 208, 209, 302, 303, 304, 305, 307, 308, 309, 402, 403, 404, 405, 407, 408, 409, 502, 503, 504, 505, 507, 508, 509, 602, 603, 604, 605, 607, 608, 609, 702, 703, 704, 705, 707, 708, 709, 802, 803, 804, 805, 807, 808, 809, 902, 903, 904, 905, 907, 908, 909, 1002, 1003, 1004, 1005, 1007, 1008, 1009, 1102, 1103, 1104, 1105, 1107, 1108, 1109, 1202, 1203, 1204, 1205, 1207, 1208		
<u>Unit Type C ("Anchorage")</u>	.67%	.67%
106, 206, 306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206		
<u>Unit Type D ("Penthouse")</u>	1.731%	1.731%
1209		



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC.

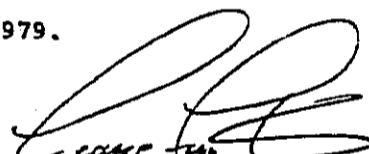
filed on October 18, 1979.

The Charter Number for this corporation is 749384.



CORP. 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of October,
1979.


Secretary of State



BOOK 361 PAGE 2784