

This instrument prepared by
and to be returned to:

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Cross-reference to Declaration of Condominium
of Edgewater Condominium Apartments of Deltona,
Florida, a Condominium recorded in Official Records
Book 2276, Page 243, *et seq.*, Public Records of
Volusia County, Florida

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
EDGEWATER CONDOMINIUM APARTMENTS
OF DELTONA, FLORIDA

This **CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA** (this "Amendment") is made and entered into this 5th day of May, 2022, by **EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA, INC.**, a Florida not for profit corporation (hereinafter, the "Association").

WITNESSETH:

WHEREAS, that certain Declaration of Condominium of Edgewater Condominium Apartments of Deltona, Florida was recorded in Official Records Book 2276, Page 243, *et seq.*, Public Records of Volusia County, Florida, and as subsequently amended, restated, modified, and/or supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, Article XV of the Declaration provides the method and procedure as to how the Declaration can be amended; and

WHEREAS, Article XV of the Declaration provides in pertinent part that the Declaration may be amended by the approval of not less than two-thirds (2/3) of all Unit Owners who are present, in person or by proxy, and casting votes at a meeting of the Association's membership; and

WHEREAS, at a duly called and noticed meeting of the Association's membership held on April 26, 2022, a quorum of the Association's membership was present in person and/or by proxy; and

WHEREAS, proposed amendments to portions of the Declaration, as such amendments are more particularly described in and/or on the attached **Exhibit "A"**, were submitted to the Association's Unit Owners for approval and/or adoption at that duly noticed meeting of the Association's membership; and

WHEREAS, at that same meeting, voting interests of the Association's Unit Owners representing the requisite number as set forth in Article XV of the Declaration approved of and/or affirmatively were in favor of the proposed amendments to the Declaration, as such amendments are more particularly described in the attached **Exhibit "A"**; and

WHEREAS, the Association hereby certifies and/or confirms that the Declaration was amended and such amendments were duly adopted and/or approved in accordance with the provisions of the Declaration by the Association's Unit Owners and/or membership.

NOW, THEREFORE, pursuant to Article XV of the Declaration, the Association hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct, form a material part of this Amendment, and are incorporated in this Amendment by this reference.
2. **Definitions.** Unless otherwise specifically set forth in this Amendment, any capitalized terms used herein shall have the meanings assigned to them in the Declaration.
3. **Amendment of Declaration.** Pursuant to its authority, power, and rights set forth in the Declaration, including without limitation, Article XV of the Declaration, the Association hereby amends the Declaration as set forth more particularly on the attached **Exhibit "A"**, which is incorporated herein in its entirety by this reference.
4. **Full Force and Effect.** Except as hereby amended as set forth on the attached **Exhibit "A"**, the Declaration is hereby ratified, confirmed, and shall remain in full force and effect in strict accordance with its terms, covenants, and/or restrictions. Further, the jurisdiction and authority of the Association is hereby ratified, confirmed, and/or accepted as to the enforcement, terms, conditions, and/or provisions of the Declaration and/or any other governing documents of the Association.
5. **Conflict.** To the extent that the terms, covenants, provisions, conditions, and/or restrictions of the amendment to the Declaration attached as **Exhibit "A"** are in conflict with and/or are inconsistent with the terms of the Declaration, the terms, provisions, covenants, conditions, and/or restrictions of **Exhibit "A"** shall control for all purposes.

6. **Construction.** The paragraph headings herein are provided for convenience and ease of reference only and shall not affect the construction and/or interpretation of this Amendment. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine, and neuter genders shall each include the others.
7. **Severability.** Invalidation of any of these covenants, provisions, and/or restrictions, or any part, clause, provision, paragraph, and/or word of this Amendment, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions, restrictions, and/or applications in other circumstances, all of which shall remain in full force and effect.
8. **Effective Date.** This Amendment shall become effective upon being recorded in the Public Records of Volusia County, Florida.

WITNESS our signatures hereto this 4th day of May, 2022.

WITNESSES:

**EDGEWATER CONDOMINIUM
APARTMENTS OF DELTONA,
FLORIDA, INC.,** a Florida not for profit
corporation

Marcyana Mead
Print Name: Marcyana Mead

By: Charles Kasmer

Linda Wynn
Print Name: Linda Wynn

Print Name: CHARLES KASMER

Title: President

Frank J. Sustr
Print Name: Frank Sustr

ATTEST:

By: Michael Amoroso

Carolyn Fowler
Print Name: Carolyn Fowler

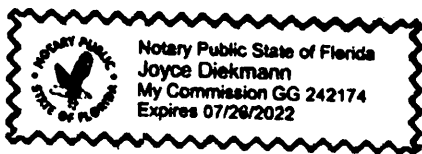
Print Name: MICHAEL AMOROSO

Title: Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 4th day of May, 2022, by
CHARLES KASMER (print name) as the President and by
MICHAEL AMOROSO (print name) as the Secretary of
EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA, INC., a
Florida not for profit corporation, on behalf of the corporation. They are personally known to
me, or have produced _____ as identification.

NOTARY SEAL:



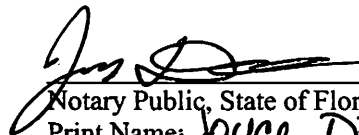

Notary Public, State of Florida
Print Name: Joyce Diekmann
My Commission No.: GG 242174
My Commission Expires: 07/26/22

EXHIBIT "A"
AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF
EDGEWATER CONDOMINIUM APARTMENTS OF
DELTONA, FLORIDA

Additions in **bold underline**;
Deletions indicated by ~~striketrough~~
Unaffected, omitted language indicated by ellipsis (...)

1. Proposed Amendment: Article XII, Section 3 of the Declaration of Condominium of Edgewater Condominium Apartments of Deltona, Florida is hereby amended by adding a new subsection E to read as follows:

ARTICLE XII

Maintenance and Community Interest. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any **Unit Owner** ~~owner~~ shall be subject to the following provisions so long as the Condominium exists and the condominium buildings exist in useful condition upon the land, which provisions each Unit Owner covenants to observe:

...

3. The Lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The terms "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The terms "tenant" and "lessee" shall likewise be used interchangeably. Should a Unit Owner wish to Lease his unit, he shall furnish the Association with a copy of the ~~proposed~~ **Edgewater Universal** Lease and the name of the proposed lessee, as well as all proposed occupants. The Association, **through its Board of Directors**, shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and ~~or~~ **subleasing are** is prohibited. All Leases shall be for a minimum period of sixty (60) consecutive days. Leases may be renewed, subject to Board approval.

...

E. Limit on Number of Rentals. Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation of the Association, and/or the By-Laws of the Association, in no event shall more than twenty-five percent (25%) of the total number of Units within the Condominium be rented and/or leased at any given time. The purpose for this restriction on the maximum number of rented and/or leased Units within the Condominium at any given time is to ensure that the Condominium is comprised of primarily Unit Owner-occupied units, as that promotes a sense of community, unity, and mutual desire for the best interests of the Condominium as a whole. Notwithstanding anything to the contrary in this Declaration, this subsection E shall not apply to any Unit owned, purchased, and/or acquired by the Association, which shall continue to have the absolute right to lease and/or rent any such Unit despite the cap and/or limit set forth in this subsection E. Notwithstanding anything to the contrary in this Declaration, the Association, through its Board of Directors, shall have the authority, but is in no event required and/or obligated, to grant limited hardship exceptions to the rental cap and/or limitation set forth in this subsection E, if the inability to lease and/or rent the Unit would result in a significant hardship to the Unit Owner and the Unit Owner is able to provide sufficient evidence of such significant hardship to the Board of Directors. In the event a hardship exception is granted by the Association, all other leasing and/or rental requirements shall apply as set forth in Article XII, Section 3 of this Declaration and/or all subsections thereof. Notwithstanding anything to the contrary in this Declaration, the cap and/or limit set forth in this subsection E shall only apply to each Unit where ownership has in any manner been conveyed, transferred, modified, and/or sold on or after June 1, 2022, including without limitation, mortgage foreclosure.

(The remainder of the Declaration of Condominium of Edgewater Condominium
Apartments of Deltona, Florida Remains Unchanged)
