

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

THE UNDERSIGNED OFFICERS OF EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA, INC., the not-for-profit Florida corporation organized and existing to operate and maintain the EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA, according to the Declaration of Condominium thereof, as originally recorded in O.R. Book 2276, Page 243, et seq., Public Records of Volusia County, Florida, as amended, hereby certify and confirm that the amendments to the Declaration of Condominium set forth below were adopted by more than two-thirds (2/3rds) of the owners attending, in person or by proxy, a special membership meeting originally scheduled for August 2, 2010, but duly reconvened on October 4, 2010. The number of favorable votes was sufficient for adoption.

Additions indicated by underlining
Deletions indicated by ~~strike-throughs~~ (----)
Unaffected omitted language indicated by ellipsis (...)

ARTICLE XII

Maintenance of 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 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 term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "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 Lease and the name of the proposed lessee, as well as all proposed occupants. The Association 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 subleasing is prohibited. All Leases shall be for a minimum period of sixty (60) consecutive days. Leases may be renewed, subject to Board approval.

This Instrument Prepared By:
C. JOHN CHRISTENSEN, ESQ.
Becker & Poliakoff, P.A.
2500 Maitland Center Parkway, Suite 209
Maitland, FL 32751

(4) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

(5) All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

D. Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Unit as provided herein.

4. Association Fee. The Unit Owner or lessee seeking approval of a Sale or Lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a Lease.

53. Any sale, lease or other transfer not authorized pursuant to the terms of this Article shall be void unless subsequently approved by the Association.

64. Notwithstanding the foregoing, the Association may not purchase any unit without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote.

(The remainder of the Declaration is unchanged.)

Executed this 20 day of OCTOBER, 2010.

Signed, sealed and delivered in the presence of witnesses:

EDGEWATER CONDOMINIUM
APARTMENT OF DELTONA, FLORIDA,
INC.

Charles W. Kasmer
Print _____

By: Charles W. Kasmer
_____, President

Address 100 Sweetgum Woods Ct. GA
Deltona, FL 32725

Print _____

ATTEST:

[Signature]
Print SANDRA F. RANDAZZO

By: [Signature]
_____, Secretary

Address 150 W. Parkway Blvd. 65
Deltona, FL 32725

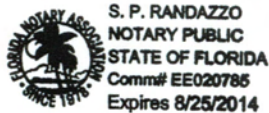
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(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

BEFORE ME, the undersigned authority, personally appeared CHARLES W. KASMER and EVELYN BLASCHICK, to me personally known to be the President and Secretary, respectively, of EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA, INC., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20 day of OCTOBER, 2010.



[Signature]
Notary Public, State of Florida at Large.
Printed Name: S.P. RANDAZZO
My Commission Expires: 8/25/2014

A. Board Right of Approval. The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a tenant, Family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit, as a condition for approval.

B. Tenant Conduct, Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit

C. Approval Process, Disapproval. Any Unit Owner intending to Lease his Unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

(1) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

(2) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

(3) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, Unit Owner or occupant of a unit;

DECLARATION OF CONDOMINIUM

OF

EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA

A CONDOMINIUM

This instrument was prepared by
RICHARD M. BRENNER, Attorney
3250 S. W. Third Avenue
Miami, Florida 33129

KNOW ALL MEN BY THESE PRESENTS:

LAKESHORE PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Developer" (a wholly owned subsidiary of The Deltona Corporation), being the owner and sole member of Edgewater Condominium Apartments of Deltona, Florida, Inc., the Condominium Association, and being the owner and holder of the fee simple title to the real property situated, lying and being in Volusia County, Florida, and being more particularly described in the Declaration of Condominium of Edgewater Condominium Apartments of Deltona, Florida, hereby amends the said Declaration of Condominium as follows:

The Submission Statement is hereby amended by adding thereto and at the end thereof, the following:

Developer hereby elects to develop Phase Two of Edgewater Condominium Apartments of Deltona, Florida and does hereby submit the said ~~land~~ elements thereon to condominium ~~ownership~~

Article V is hereby amended by adding thereto and at the end thereof, the following:

Developer hereby elects to develop Phase Two of the Condominium. Notice of said election shall be sent to all Unit Owners by certified mail, as required by Section 718.403 (3) of the Florida Statutes. The undivided interest of the Unit Owners is hereby adjusted so that the owner or owners of each unit shall own an undivided one three hundred twenty-eighth (1/328) interest in the Common Elements of the Condominium.

Article XI Section 1 is hereby amended to clarify that the renting of units is permitted and shall read:

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CERTIFIED RESOLUTION

Instrument was prepared by
ARD M. BRENNER, Attorney
5250 S. W. Third Avenue
Miami, Florida 33129

I, MICHELLE R. GARBIS, Secretary of Edgewater Condominium Apartments of Deltona, Florida, Inc., a Florida corporation (hereinafter referred to as the "Corporation"), hereby certify that a special meeting of the Board of Directors of the Corporation was duly called and held on the 15th day of September, 1980, and that at said meeting, at which a quorum was present and voting throughout, the following resolution was duly and unanimously adopted:

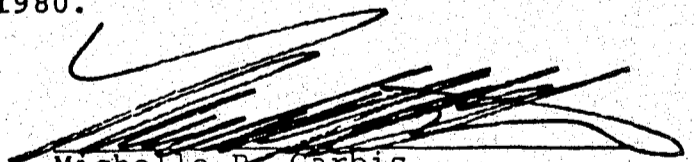
"RESOLVED, that Phase Two shall be and the same is hereby made part of Edgewater Condominium Apartments of Deltona, Florida;"

"RESOLVED, that the Declaration of Condominium be amended to clarify that the renting of units is permitted;"

"RESOLVED, that the Vice President and Corporate Secretary of Lakeshore Properties, Inc., are hereby authorized to execute an Amendment to the Declaration of Condominium to provide for the foregoing."

As Secretary of Edgewater Condominium Apartments of Deltona, Florida, Inc., I further certify that the foregoing resolution has not been repealed, annulled, altered or amended in any respect, but remains in full force and effect.

IN WITNESS WHEREOF, I have _____ my hand as Secretary of Edgewater Condominium _____ of Deltona, Florida, Inc., this 19th day of Sept, 1980.


Michelle R. Garbis
Secretary

Signed, sealed and delivered in the presence of:

Richard M. Brenner

Luzanna Wilkes

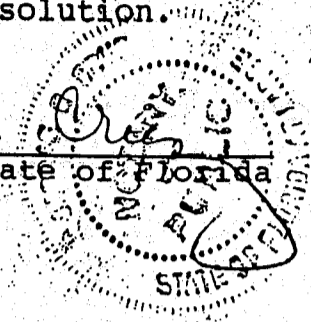
STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

BEFORE ME, the undersigned notary public, authorized to take acknowledgements, personally appeared MICHELLE R. GARBIS, Secretary, of Edgewater Condominium Apartments of Deltona, Florida, Inc., who deposes and says that she is the Secretary of said Corporation, that she has read the foregoing instrument and knows the contents hereof, that the same are true and correct to her knowledge, and that she is authorized by the Corporation to furnish the foregoing resolution.

My commission expires:

Carrie R. Gray

Notary Public, State of Florida
at Large



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS

DECLARATION OF CONDOMINIUM
OF
EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA
A CONDOMINIUM
SUBMISSION STATEMENT

Lakeshore Properties, Inc., a Florida corporation, hereinafter called "Developer, (a wholly owned subsidiary of The Deltona Corporation), being the owner of fee simple title of record to those certain lands located and situated in Volusia County, Florida being more particularly described hereinafter, does hereby submit the said lands and improvements thereon to condominium ownership, pursuant to Chapter 718 of the Florida Statutes, 1977 (hereinafter referred to as the "Condominium Act"), subject to the restrictions and reservations hereinafter set forth.

Pursuant to the provisions of Section 718.403 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, Developer elects to develop the said Condominium in phases as more fully set forth in Article V of this Declaration and Developer shall have the right to make the election to develop or not to develop Phase Two at a later date as more fully set forth herein; provided however, that nothing contained herein shall obligate Developer to develop Phase Two and should Developer elect not to develop Phase Two, then the property hereinafter described as Phase Two shall remain the property of Developer and neither the Condominium, its Association, nor any Purchasers, Unit Owners or anyone claiming an interest through such persons or entities shall have any right to interest in said property.

ARTICLE I

1. Name The name by which this Condominium is to be identified is EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA (hereinafter referred to as "Condominium").

2. Definitions The terms used in this Declaration and in the exhibits attached hereto, including the Articles of Incorporation and By-Laws of EDGEWATER CONDOMINIUM APARTMENTS OF DELTONA, FLORIDA, INC., shall be defined in accordance with the

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provisions of the Condominium Act, unless otherwise stated or unless otherwise required by the context.

3. Development Plan. The Condominium shall be developed in phases as more fully set forth hereinafter. Edgewater Condominium Apartments of Deltona, Florida shall consist of the land, building and improvements of Phase One as more fully set forth hereinafter. In accordance with the provisions of Article V hereof, Developer shall have the right but not the obligation, to develop Phase Two at a later date and to make Phase Two part of the Condominium.

ARTICLE II

Operation. The operation of the Condominium shall be by Edgewater Condominium Apartments of Deltona, Florida, Inc., (hereinafter referred to as the "Association"), a corporation not for profit incorporated under the laws of the State of Florida. The Association shall operate pursuant to the provisions of this Declaration, the Articles of Incorporation (attached hereto as Exhibit 3), and the By-Laws, (attached hereto as Exhibit 4), of the Association.

The Association is the owner of an undivided one-half interest in certain property, hereinafter called "Lake Property", described in Exhibit "5" attached hereto and made a part hereof, which Lake Property abuts Lake Monroe. The expenses for maintaining the Lake Property and the payment of real estate taxes and other expenses of ownership, shall be shared equally by the Association and the co-owner, Lakeside Condominium Apartments of Deltona, Florida, Inc. The Lake Property shall be for the use and enjoyment of the "members" of the Association, as that term is defined in the By-Laws of the Association, jointly with members of Lakeside Condominium Apartments of Deltona, Florida, Inc.

The Lake Property shall be owned, used and maintained in accordance with the provisions contained in the Deed conveying the Lake Property from The Deltona Corporation to the Association, a copy of which Deed is attached hereto and made a part hereof as Exhibit "5".

ARTICLE III

1. The Lands. Developer is the owner in fee simple of the lands situate, lying and being within that area of Volusia County, Florida, more particularly described as follows:

Phase One: Attached hereto and made a part hereof as Exhibit 1 Pages A, B, C, D is a legal description and survey of the lands comprising Phase One, which legal description and survey were prepared and certified by Frederick R. Pertler, P.L.S., a registered Florida land surveyor.

Phase Two: Attached hereto and made a part hereof as Exhibit 1 Pages E, F, G, H is a legal description and survey of the lands comprising Phase Two which legal description and survey were prepared and certified by Frederick R. Pertler, P.L.S., a registered Florida land surveyor.

2. Survey and Improvements.

A. Attached hereto and made a part hereof as Exhibit 2 Page 1A is a Plot Plan of Phase One containing a graphic description of the improvements to be constructed upon Phase One, showing where units are to be located, which has been prepared by Robert C. West, A.I.A., a registered Florida architect.

B. Attached hereto and made a part hereof as Exhibit 2 Page 1B is a Plot Plan of Phase Two which contains a graphic description of the improvements to be constructed upon Phase Two if Phase Two becomes part of the Condominium, which Plot Plan shows where units are to be located, and which has been prepared by Robert C. West, A.I.A., a registered Florida architect.

3. Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment to this Declaration. An amendment for such purpose need be signed and acknowledged only by the Developer and shall not require the approval of Unit Owners or the Association notwithstanding anything to the contrary contained herein.

4. Alteration of Boundaries and Unit Divisions. Developer reserves the right to alter the boundaries between units so long as Developer owns the units so altered; to increase or decrease the number of units and to alter the boundaries of the common elements so long as Developer owns the units abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment to this Declaration. An amendment for such purpose need be signed and acknowledged only by Developer and such amendment shall not require the approval of Unit Owners or the Association notwithstanding anything to the contrary contained herein.

ARTICLE IV

1. Identification of Buildings and Units.

A. Phase One shall consist of 136 units located in thirty-four (34) two story buildings as designated on the plot plan (Exhibit 2 Page 1A). For the purposes of identification, each unit has been numbered and assigned a condominium unit number identical to the identification number shown on the graphic descriptions of the improvements attached hereto and made a part hereof as Exhibit 2 Page 1A, and said units are identified as follows:

<u>Buildings</u>		<u>Units</u>
160 Live Oak Woods Court	-	First Floor: A, C.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.		
		Second Floor: B, D.
150 Wax Myrtle Woods Court:	-	First Floor: A, C.
1, 2, 3, 4, 5, 6, 7, 8, 9.		
		Second Floor: B, D.

4. Alteration of Boundaries and Unit Dimensions. Developer reserves the right to alter the boundaries between units so long as Developer owns the units so altered; to increase or decrease the number of units and to alter the boundaries of the common elements so long as Developer owns the units abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment to this Declaration. An amendment for such purpose need be signed and acknowledged only by Developer and such amendment shall not require the approval of Unit Owners or the Association notwithstanding anything to the contrary contained herein.

ARTICLE IV

1. Identification of Buildings and Units.

A. Phase One shall consist of 136 units located in thirty-four (34) two story buildings as designated on the plot plan (Exhibit 2 Page 1A). For the purposes of identification, each unit has been numbered and assigned a condominium unit number identical to the identification number shown on the graphic descriptions of the improvements attached hereto and made a part hereof as Exhibit 2 Page 1A, and said units are identified as follows:

<u>Buildings</u>		<u>Units</u>
160 Live Oak Woods Court	-	First Floor: A, C.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.		Second Floor: B, D.
150 Wax Myrtle Woods Court:	-	First Floor: A, C.
1, 2, 3, 4, 5, 6, 7, 8, 9.		Second Floor: B, D.

100 Sweetgum Woods Court: - First Floor: A, C.
 1, 2, 3, 4, 5,
 6, 7, 8, 9, 10,
 11, 12, 13, 14.

Second Floor: B, D.

B. Phase Two shall consist of 192 units located in forty-eight (48) two story buildings as designated on the Plot Plan (Exhibit 2 Page 1B). For the purposes of identification, each unit has been numbered and assigned a condominium unit number identical to the identification number shown on the graphic description of the improvement attached hereto and made a part hereof as Exhibit 2 Page 1B, and said units are identified as follows:

Buildings

Units

170 Palmetto Woods Court: - First Floor: A, C.
 1, 2, 3, 4, 5,
 6, 7, 8, 9, 10,
 11, 12, 13.

Second Floor: B, D.

180 Magnolia Woods Court: First Floor: A, C.
 1, 2, 3, 4, 5,
 6, 7, 8, 9, 10,
 11, 12, 13, 14, 15,
 16, 17, 18, 19, 20.

Second Floor: B, D.

190 Hickory Woods Court: - First Floor: A, C.
 1, 2, 3, 4, 5,
 6, 7, 8, 9, 10,
 11, 12, 13, 14, 15.

Second Floor: B, D.

C. The respective units shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding each unit or any pipes, wires, conduits or other utility lines running through each unit which are utilized for or serve more than one (1) unit, the same being

the Common Elements as hereinafter provided. Each unit shall be deemed to include the interior walls and partitions, the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., which are contained in the unit.

2. Easements. Each unit shall have and be subject to and have appurtenant thereto non-exclusive easements in the common elements designated for such purposes as ingress to, egress from, utilities services for, and support, and maintenance and repair of each unit, and in the other common elements for use according to their respective purposes. If any part of the common elements encroaches upon any unit or parking stall, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. The Association shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter each unit from time to time during reasonable hours as may be necessary for the operation of the Association or for making emergency repairs therein necessary to prevent damage to any unit or Common Elements.

3. Common Elements.

A. The Common Elements of Phase One shall include the land comprising Phase One and all other parts of the Condominium located within Phase One and which are not within the above described units, and tangible personal property required for the maintenance and operation of the Condominium.

B. The Common Elements of Phase Two shall include the land comprising Phase Two and all other parts of the Condominium located within Phase Two and which are not within the above described units, and tangible personal property required for the maintenance and operation of the Condominium. Phase Two Common Elements will be added to Phase One Common Elements in the event Phase Two becomes part of the Condominium.

C. Each Unit shall have appurtenant thereto an undivided interest as hereinafter set forth, in the Common Elements and the Limited Common Elements of the Condominium. The

fee title to each unit shall include both the unit and the equal undivided interest in the Common Elements and the Limited Common Elements; and said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrances may refer only to the fee title of that unit. Any attempt to separate the fee title to a unit from the undivided interest in the Common Elements and the Limited Common Elements appurtenant to such unit shall be null and void.

D. The Common Elements and Limited Common Elements shall remain undivided and no Unit Owner shall bring any action for partition, so long as the structures in question shall be utilized as a residential non-profit condominium.

E. The owners of the respective units agree that if any portion of a unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the units agree that encroachments of the parts of the Common Elements or Limited Common Elements or units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

ARTICLE V

1. Phase Development. Developer reserves the right to develop the Condominium in phases pursuant to Section 718.403 of the Florida Statutes of 1977.

Developer hereby obligates itself to develop Phase One of the Condominium as previously described and reserves the absolute right, but not the obligation, to develop Phase Two as previously described by notifying all unit owners on or before July 1, 1982 by certified mail of Developer's election to develop or not to develop Phase Two.

The Condominium shall consist of the property described as Phase One and all improvements thereon and therein contained.

The owner or owners of each unit shall own an undivided one one hundred thirty-sixth (1/136) interest in and to the Common Elements. If Developer elects to develop Phase Two of the Condominium as previously described, at such time as Developer does so elect to develop Phase Two, then and in that instance, the land comprising Phase Two with all of the improvements thereon shall become part of the Condominium and as of that date the undivided interest of the Unit Owners shall be readjusted so that the owner or owners of each unit shall own an undivided one three hundred twenty-eighth (1/328) interest in and to the Common Elements of the Condominium.

Should Developer elect not to develop Phase Two, then the undivided interest of the Unit Owners shall remain as one one hundred thirty-sixth (1/136) and the property of the Condominium shall be that described as Phase One and the Condominium and its Association shall have no right to or interest in any property described herein as being part of Phase Two and the property described as Phase Two shall remain the property of the Developer.

Developer shall exercise its right to elect to develop or not to develop Phase Two on or before July 1, 1982, by sending notice of its decision to Unit Owners of existing units by certified mail addressed to each owner at the address of his unit or at his last known address. Should Developer elect to develop Phase Two, said phase will be completed within four (4) years from the date the first unit therein is contracted to be sold.

ARTICLE VI

1. Maintenance, Alteration and Improvement.

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

A. Apartment Units.

(1) The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a unit, except interior surfaces, contributing to the support of the condominium building

which portions shall include, but not be limited to, the outside walls of the condominium building and all fixtures on its exterior, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a unit that service part or parts of the Condominium other than the unit within which contained; and

(c) All incidental damage caused to a unit by such work specified in a) and b) of this subsection.

(2) The responsibility of the Unit Owner shall be as follows:

(a) 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. The portions of a unit to be maintained, repaired and/or replaced by the Unit Owner at his expense shall include but not be limited to the following items: major appliances, such as dishwasher; laundry; refrigerator; oven; stove; water heater, whether or not such items are built-in equipment; floor coverings, except floor slabs; interior fixtures, such as electrical and plumbing fixtures; inside paint, and other inside wall finishes. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the residents of other units;

(b) Not to make or cause to be made any structural addition or alteration, decoration, repair, replacement or change to the Common Elements and/or the Limited Common Elements or to any outside or exterior portion of the building, whether part of a unit, the Common Elements and/or Limited Common Elements;

(c) Not to place any sign, advertisement or notice of any type on the Common Elements, the Limited Common Elements, or to his unit; not to erect any exterior antenna and aerials except as consented to by the Board of Directors of the Association.

B. Common Elements.

(1) The maintenance of the Common Elements and the Limited Common Elements shall be the responsibility of the Association; and there shall be no material alteration or substantial additions to the Common Elements or the Limited Common Elements except in the manner provided in this Declaration or in the By-Laws of the Association.

(2) The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other associations in contracting with the same firm, person or corporation for maintenance and repair.

(3) No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easements.

(4) The Association shall determine the exterior color scheme of the building and all exterior surfaces and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window or any exterior surface without the written consent of the Board of Directors of the Association.

2. In the event the Unit Owner fails to maintain his unit as herein required, or makes any structural addition or alteration, or change without the required consent or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Board of Directors shall have the right to levy an assessment against the unit and its owner for such sums as may be necessary to remove any unauthorized structural additions or alterations and to restore the property to good condition and repair. The

Association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

3. Notwithstanding the foregoing provisions of this Article, Developer shall be responsible for and assume all rights and duties of the Association as hereinabove enumerated until such time as at least a majority of the Board of Directors is elected by Unit Owners other than Developer in the manner provided in Article II of the By-Laws.

ARTICLE VII

1. Common Expenses and Common Surplus. The Common expenses of the Condominium shall be assessed against the Unit Owners as set forth in the By-Laws. Should there be a surplus, such surplus shall be shared by Unit Owners, subject to the provisions of Chapter 617, Florida Statutes. Both Common Expenses and Common Surplus shall be shared by Owners of each unit according to their undivided interest in the Common Elements as set forth in Article V of this Declaration.

2. Assessments. Each Unit Owner shall pay an amount as hereinafter specified to the Association for the operation, maintenance, repairs, replacement and restoration of the Condominium, its Common Elements and Limited Common Elements. Said sum or sums are hereinafter referred to as the "Assessments".

A. During the period when Developer has designated a majority of the members of the Board of Directors, no Unit Owner shall be assessed any sums in excess of the amount specified in the Subscription and Purchase Agreement, except the Board of Directors reserves the right to reassess Unit Owners any time from and after January 1, 1982.

B. Commencing with the month after the election of at least a majority of the Directors by the Unit Owners other than Developer as set forth in Article II of the By-Laws, the monthly assessment shall be paid by Unit Owners to the Association in an

amount assessed by the Board of Directors pursuant to a properly approved annual budget. Each Unit Owner shall be responsible for a share of the Common Expenses equal to his undivided interest in the Common Elements of the Condominium as set forth in Article V of this Declaration. Said share shall be paid to the Association in the manner provided in the By-Laws.

C. The determination and collection of assessments against Unit Owners for Common Expenses shall be pursuant to Article V of the By-Laws subject to the following provisions:

(1) Assessments that are unpaid for over 30 days after due date shall bear interest at the highest legal rate; all payments on account shall be first applied to interest and then to the assessment payment first due.

(2) The Association shall have a right to place a lien on each unit for any unpaid assessments, with interest thereon. Such lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the date of its recording in the manner provided in the Condominium Act, and shall have the priorities established by said Act.

(3) Liens for assessments may be foreclosed in the manner provided in the Condominium Act. In any foreclosure of a lien for assessments, the Owner of the unit subject to the lien may be required to pay reasonable rental for the unit, and the lienor may be entitled to the appointment of a receiver to collect such rent. The Association or Developer shall have the power to bid on the unit at any foreclosure sale and to acquire and hold, lease, mortgage and occupy same. Nothing herein, however, shall be construed to prevent maintenance of a suit to recover a money judgment for unpaid assessments, and the maintenance of such a suit shall not be deemed a waiver of the lien securing same.

(4) When the first mortgagee of the mortgage of record or other purchaser of a unit obtains title to the unit as a result of ~~a deed~~ ← a deed given in lieu of

foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments due the Association pertaining to such unit, which became due prior to acquisition of title as a result of such foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of a foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns. A first mortgagee acquiring title to a unit as a result of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such unit, whether or not such unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

(5) Except as provided in (4) above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. The Developer shall, however, be excused from the payment of its share of the Common Expenses for those units owned by it during the time that it shall have guaranteed to each purchaser that the assessment for Common Expenses of the Condominium imposed upon such Unit Owners would not increase over a stated dollar amount and shall have obligated itself to pay any amount of Common Expenses above those sums paid by the Unit Owner.

D. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his unit.

ARTICLE VIII

Insurance.

1. The Board of Directors of the Association shall obtain and maintain at all times the following insurance listed below. The named insured in all insurance policies upon the Condominium Property shall be the Association individually and as agent for

the Unit Owners without naming them, and first mortgagees of the units as their interests may appear. All original policies shall be held by the Association and certificates of insurance shall be furnished to first mortgagees, and to other mortgagees upon request.

A. Liability Insurance. Public liability insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$500,000. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth above in Article V. The Association shall not be responsible for purchasing liability insurance to cover incidents occurring within the individual units.

B. Casualty Insurance. Casualty insurance insuring against vandalism, malicious mischief, fire, windstorm and extended coverage insurance, insuring all of the insurable improvements upon the land and all personal property included in the Common Elements and Limited Common Elements for a minimum of eighty per cent (80%) of the full replacement value, together with such other insurance as the Association deems necessary. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportion set forth above in Article V. The Association shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year. Said insurance shall not insure against damage to the individual units or personal property therein contained.

C. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

2. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth in Article V.

3. Distribution of Proceeds. In the event a loss occurs for which proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:

A. To the officers and/or employees of the Association responsible for the conduct of the Association's financial affairs. Said officers and employees shall be bonded at the Association's expense at least to the full extent of the insurance proceeds and other funds on hand and all such payees shall endorse the insurance company check payable to the Association.

B. If the damage for which the proceeds are paid is to be repaired or reconstructed, the Association shall pay the proceeds to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, each owner's share being the same as the undivided interest in the Common Elements and the Limited Common Elements appurtenant to his unit. Such proceeds shall be paid to Unit Owners and their mortgagees jointly.

C. 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 proceeds shall be distributed to the beneficial owners by the Association, each owner's share being equal to the undivided interest in the Common Elements and the Limited Common Elements appurtenant to his unit. Remittances shall be paid to Unit Owners and their mortgagees jointly.

4. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a unit 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.

5. Unit Owners may obtain insurance coverage at their own expense upon their own property and for their personal liability and living expense.

The property individually owned by a Unit Owner includes that part of the building that is located within the boundaries of the unit, which boundaries include the following:

A. The interior part of the perimeter walls of the unit, including all improvements, decorations, wall coverings attached thereto;

B. All interior walls and partitions, including all improvements, decorations, wall coverings attached thereto except load-bearing columns and load-bearing walls;

C. The finished or decorated surfaces of the floor and ceiling; and

D. All fixtures, appliances, furniture and furnishings located within the individual unit.

ARTICLE IX

1. Reconstruction or Repair After Casualty. If any part of the Condominium Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Lesser Damage. If units to which at least fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed or repaired by the Association.

B. Major Damage. If units to which more than fifty percent (50%) of the Common Elements and the Limited Common Elements are appurtenant are found by the Board of Directors to be not tenantable after the casualty, a decision as to 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 and repair.

(2) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to

all Unit Owners 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 announce a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the Owners of seventy-five percent (75%) of the Common Elements and Limited Common Elements, the damaged property shall be reconstructed or repaired; or if not so approved, the Condominium shall be terminated without agreement and any proceeds from insurance or sale of Condominium Property shall be distributed as provided in Article XII of this Declaration. 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 assessed against all Unit Owners in

any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, notwithstanding anything to the contrary contained herein, assessments shall be made against all Unit Owners in sufficient amount to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the Common Elements and the Limited Common Elements.

ARTICLE X

Condemnation. In case at any time or times the Condominium Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all proceeds paid for or on account of such taking shall be payable to the Association as trustee for all Unit Owners and mortgagees according to the loss or damage to their respective interests in the Condominium Property, as follows:

1. If such taking does not reduce or make untenable any of the units, said proceeds shall be used promptly to replace or restore improvements taken upon the affirmative vote of seventy-five per cent (75%) of the Unit Owners. In the event seventy-five per cent (75%) in number and in common interest of the Unit Owners do not approve the replacement and restoration of the property so taken, the proceeds shall be distributed to the Unit Owners in proportion to the impairment of their respective interests.

2. If such taking reduces or makes untenable any of the units in the building, but does not reduce or make untenable all of the units, the proceeds shall be distributed to the Unit Owners and mortgagees affected by such taking jointly and in proportion to the impairment of their respective interests. The shares in the Common Elements appurtenant to the units which continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of owners.

3. If such taking reduces or makes untenable all of the buildings, the proceeds shall be distributed by the Association in

the same manner as insurance proceeds as provided above unless seventy-five per cent (75%) in number and in common interest of the Unit Owners vote to restore or replace the portions of the Condominium Property so taken. In the event the Unit Owners approve the restoration and replacement of said property, the Association shall disburse the award to contractors engaged in such replacement and restoration in appropriate progress payments; provided, however, any such replacement or restoration must be according to plans and specifications approved by the Board of Directors of the Association and by the owners of not less than seventy-five per cent (75%) in number and in common interest of the Units. If the award is not sufficient to pay the cost of such replacement and restoration, then additional assessments may be made against Unit Owners as provided in the By-Laws.

ARTICLE XI

1. Use Restrictions. The owner of a unit shall occupy and use his unit as a single-family private dwelling for himself, the members of his family and social guests, as provided herein, and as provided in Article VII of the By-Laws, and for no other purposes. The Unit Owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the Unit Owners commit or permit any nuisances, immoral or illegal acts in or about the Condominium Property. No clothes lines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm, or corporation without the written consent of the Board of Directors.

2. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

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 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:

1. No Unit Owner may effectively dispose of his unit unless to another Unit Owner except as follows:

A. A Unit Owner intending to make a bona fide sale of his unit shall give the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors, except that no Unit Owner shall be permitted to dispose of his unit unless and until all sums, charges and assessments have been paid and the intended purchaser agrees to be bound by the Declaration of Condominium, and by the By-Laws and Articles of Incorporation of the Association, and all other rules, regulations and restrictions set forth by the Association as well as the Condominium Act.

B. Within ten (10) days after receipt of the notice described in paragraph 1A of this Article, the Board of Directors must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which certificate shall be delivered to the purchaser.

C. If the Board of Directors disapproves a proposed sale, they shall deliver a written notice to the Unit Owner (or mail to the place designated by the Unit Owner in his notice) designating the Association, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors who is willing to purchase upon the same terms as those specified in the Unit Owner's notice. The stated designee of the

Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to purchase upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within the said ten (10) day period shall be deemed a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser named therein within ninety (90) days after his notice was given.

D. If the Board of Directors shall fail to provide a purchaser or such purchaser shall fail to make an offer as stated in paragraph C above, then notwithstanding the disapproval, the sale shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval as provided in paragraph B above. Further, in the event a purchaser designated by the Board of Directors takes title to the unit, he too shall be given such a certificate.

E. The consent by the Board of Directors to a sale of a unit by a Unit Owner shall not constitute a waiver of the Board's rights provided for in this Article. Nor shall the consent of the Board of Directors to an individual Unit Owner in one transaction covered in this Article constitute a waiver of the Board's rights in any other transaction by the individual Unit Owner.

F. The provisions of this section shall in no way be construed as affecting the rights of a prior first mortgagee with a recorded first mortgage on any unit and the redemption rights hereinabove set forth shall remain subordinate to any such prior first mortgage. Further, the provisions of this Article shall not be applicable to purchasers at foreclosure or other judicial sales, nor to transfers to first mortgagees, the Developer, or a corporate grantee of all of the Condominium Property.

G. Notwithstanding any of the provisions hereinabove contained, the provisions of this section shall not be applicable

to the Developer, or The Deltona Corporation, the owner and holder of 100% of the issued and outstanding capital stock of the Developer, and said corporations are irrevocable authorized, permitted and empowered to sell, lease, sublease or assign leases in units to any purchase, lessee, sublessee, or assignee approved by it. Developer shall have the right to transact any business necessary to consummate sales of units, including, but not limited to, the right to maintain models, erect signs identifying the Condominium Property and advertising the sale of units, maintain employees in the offices, use the Common Elements, and show units for sale. The sales office, the furniture and furnishings in the model units, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. So long as there are unsold units, Developer retains the right to be the owner of said unsold units under the same terms and conditions as all other Unit Owners, exception that the Developer will not be subject to the provisions of paragraphs A through F hereof and any persons occupying a unit owned by Developer with the consent of Developer shall, for the purposes of determining their rights and obligations, be treated as the owner of the unit so occupied. Developer, as a Unit Owner, shall contribute to the Common Expenses in the manner provided in Article VII, and shall have one vote in the Association for each unsold unit. No amendment of this section shall be effective without the prior written consent of Developer to any such amendment.

H. The provisions of paragraphs A through F hereof shall not apply to a transfer by an individual Unit Owner to his wife or husband, as the case may be, except as hereinafter provided, nor to a transfer by a first mortgagee with a recorded first mortgage on the unit being transferred.

I. All notices required by Section 1 of this Article shall be deemed received three (3) days after the date of mailing.

2. Except in the case of transfers made to a spouse, child, children or parents of the donor or deceased Unit Owner, all

transfers by gift, devise or inheritance shall be subject to the following provisions:

A. Any Unit Owner, other than those excepted above, who has obtained his title by gift, devise or inheritance shall, within ninety (90) days of the acquisition of title, give notice to the Board of Directors of the Association of the acquiring of his title together with such personal information as the Board of Directors may reasonably require including a certified copy of the instrument evidencing his title.

B. Within thirty (30) days of receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his unit. If approved, the approval shall be in a certificate executed by the President and Secretary in recordable form and shall be delivered to the Unit Owner.

C. If the Board of Directors disapproves of the person or persons who received title by gift, devise, or inheritance, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; 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 shared equally by the purchaser and seller.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

D. The provisions of this section shall in no way be construed as affecting the rights of a prior first mortgagee with a recorded first mortgage on any unit and the redemption rights hereinabove set forth shall remain subordinate to any such prior first mortgage. Further, the provisions of this Article shall not be applicable to purchasers at foreclosure sales or other judicial sales, nor to transfers to first mortgagees, the Developer, or a corporate grantee of all of the Condominium Property.

E. Notwithstanding any provisions herein contained, the provisions of this section shall not be applicable to the Developer, or The Deltona Corporation, owner and holder of 100% of the issued and outstanding capital stock of Developer, and said corporations are irrevocably authorized, permitted and empowered to convey by gift units to any donee.

F. All notices required by Section 2 of this Article shall be deemed received three (3) days after the date of mailing.

3. Any sale, lease or other transfer not authorized pursuant to the terms of this Article shall be void unless subsequently approved by the Association.

4. Notwithstanding the foregoing, the Association may not purchase any unit without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote.

ARTICLE XIII

Termination.

1. If it determined in the manner provided in Article IX that the Condominium shall not be reconstructed because of major

damage, the condominium plan of ownership will be thereby terminated without further agreement.

2. Otherwise, the Condominium may be terminated in the manner provided in the Condominium Act, as the result of the affirmative vote of one hundred percent (100%) of the Unit Owners and further provided that the holders of all liens affecting any of the units consent thereto. The proposed termination shall be submitted to a vote at a meeting of the Unit Owners. Notice of the proposed termination shall be stated in the notice of meeting.

3. If less than one hundred percent (100%) but more than eighty-five percent (85%) of the Unit Owners consent to termination, then the approving Owners shall have an option to buy all of the units of the Owners not approving of termination, said option to continue for a period ending on the sixtieth (60th) day from the date of the meeting at which the proposed termination was properly considered. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be on the following terms:

A. The option shall be exercised by the personal delivery or mailing by registered mail to each of the record owners 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 Unit Owners exercising the option, the units owned by them and the unit 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 Unit Owner.

B. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the personal delivery or mailing of such agreement. In the absence of such agreement, the

price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit 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 expenses of the arbitration shall be shared equally by the purchaser and seller.

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 thirty (30) days following the determination of the sale price.

4. Immediately after unanimous consent has been obtained or immediately after the completion of the purchase of all units from all owners dissenting from said proposed termination, every Unit Owner shall immediately convey by Warranty Deed to the Association all of said Unit Owner's right, title and interest to his unit and to the Condominium, provided the appropriate Association officers and employees have been adequately bonded. The Association or any member shall have a right to enforce such conveyance by seeking specific performance in a civil court.

5. The Board of Directors shall then sell all of the property, upon terms provided in writing by all of the Unit Owners and first mortgagees, at public or private sale. Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner set forth below.

6. The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter

contained, shall be determined by multiplying the net proceeds of the sale by a fraction in which the numerator will be amount paid by the original Unit Owner to the Developer for his unit, and the denominator will be the aggregate of the amounts originally paid to the Developer for all of the units. Developer will file a schedule with the Association showing the fractional portion allocable to each Unit Owner as provided for by the provisions of this paragraph. The provisions hereinabove and hereinafter contained for determining the distributive share of each Unit Owner will prevail over the provisions of Article V.

7. Upon the determination of each Unit Owner's share, as above provided for, the Association shall pay out of each Unit Owner's share all mortgages and other liens encumbering said unit in accordance with their priority. Upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Any lien remaining unpaid shall be transferred to the undivided share in the Condominium Property attributable to the unit originally encumbered by the lien in its same priority. Thereupon, the Board of Directors shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the Unit Owner or Owners entitled thereto or lienors to such units. If more than one person has any interest in a unit, the Association shall pay the remaining distributive share allocable to such unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made jointly to the Owner and/or Owners of such unit and the Owners and holders of the mortgages and liens encumbering said unit.

8. As evidence of the Unit Owners' resolution to abandon, passed by the required vote or written consent of the Unit Owners, the President and Secretary of the Association shall effect and place in the Public Records of Volusia County, Florida, an

affidavit stating that such resolution was properly passed or approved by the Unit Owners and also shall record the written consents, if any, of first mortgages to such abandonment.

9. After such an affidavit has been recorded and all Owners have conveyed their interest in the units to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

10. This section concerning termination cannot be amended without the consent of all Unit Owners and of all record owners of first mortgages upon the units.

ARTICLE XIV

Voting Rights. Subject to the provisions and restrictions set forth in the Articles of Incorporation and By-Laws of the Association each Unit Owner is entitled to one (1) vote for each unit owned by him.

ARTICLE XV

Method of Amendment of Declaration.

1. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Association called and convened in accordance with the By-Laws of the Association in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice, if any, of the meeting at which the proposed amendment is considered.

B. An amendment shall be approved by affirmative vote of three-fourths (3/4) of all Unit Owners present in person or by proxy and casting votes at such meeting.

Provided, however, that no amendment shall discriminate against any Unit Owner nor against any unit or class or group of units, unless the Unit Owners so affected shall consent, and no amendment shall change any unit nor share of the common expenses,

unless the record owner of the unit concerned and all record owners of first mortgages on such units shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction of Repair After Casualty" unless the record owners of all first mortgages upon the Condominium shall join in the execution of the amendment. No amendment shall be made affecting the rights, as expressed in the Declaration or any documents attached hereto, of the Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment. No amendment shall be made affecting the validity or priority of an institutional mortgage unless the prior written consent of the mortgagee is given for such amendment.

2. An amendment properly adopted shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Volusia County, Florida.

ARTICLE XVI

By-Laws of the Association. The operation of the Association shall be governed by the By-Laws of the Association a copy of which is attached to this Declaration and made a part hereof as Exhibit "4". The By-Laws may be amended in the manner provided for herein, but no amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any unit or units. No modification or amendments to the By-Laws of said Association shall be valid unless evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective

when such certificate and copy of the amendment are recorded in the Public Records of Volusia County, Florida.

ARTICLE XVII

Miscellaneous Provisions.

1. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land and shall run perpetually unless terminated as provided herein and shall be binding upon all Unit Owners as defined in the Condominium Act and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles of Incorporation and By-Laws of the Association.

2. The Unit Owners shall return the unit, for the purpose of ad valorem taxes, to the Property Appraiser of Volusia County, Florida or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein contained shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities for the valuations herein prescribed, and each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his unit.

For purpose of ad valorem taxation, the interest of the Owner of a unit in his unit and in the Common Elements shall be considered as a unit. The value of said unit shall be the fractional portion of the value of the entire Condominium Property including land and improvements, as has been assigned to said unit in Article V hereof.

3. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from removing or authorizing the removal of any party wall between units in order that the said

units might be used together as one integral unit. In such event, all assessments, voting rights and the share of Common Elements shall be calculated as such units were originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, with the intent and purpose that the Unit Owner of such "combined" units shall be treated as the Unit Owner of as many units as have been combined.

4. Whenever a director, officer, employee or agent of the Association is required by this Declaration or the By-Laws attached hereto to be bonded, the Association shall pay all expenses arising out of the procurement and maintenance of such bonds.

5. If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

6. Whenever notices are required to be sent hereunder, the same may be sent to the Unit Owners, at the discretion of the Board of Directors or an officer of the Association, either by regular mail with a post office certificate of mailing as proof of such mailing or by certified mail to their place of residence in the Condominium unless the Unit Owner has by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail to the principal office of the Association located at Deltona, Florida, 32725. Notices to the Developer shall be mailed by certified mail to Lakeshore Properties, Inc., c/o The Deltona Corporation, Department of Legal Affairs, 3250 S.W. 3rd Avenue, Miami, Florida 33129. All notice shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

7. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act. Should the Association find it necessary to bring court action to enforce compliance with the law, this Declaration and/or the By-Laws, upon a finding by the court that the violation complained of is willful, the Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing the action, as determined by the court, together with the court costs.

8. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

IN WITNESS WHEREOF, Lakeshore Properties, Inc., a Florida corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed this 20th day of October, 1980.

Signed, sealed and delivered in the presence of:

LAKESHORE PROPERTIES, INC.

Robert M. Brenner

BY: Frank E. Mackle, III
Vice-President

Carrie R. Gray

ATTEST: Michelle R. Garbis
Corporate Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS

I HEREBY CERTIFY that on this 20th day of October, 1980, before me personally appeared FRANK E. MACKLE, III and MICHELLE R. GARBIS, Vice-President and Corporate Secretary, respectively, of LAKESHORE PROPERTIES, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, in the County of Dade and State of Florida, the day, month and year last aforesaid.

Carrie R. Gray
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS