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TO  
DECLARATION OF CONDOMINIUM OF  
FOUNTAIN BEACH RESORT, A CONDOMINIUM

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EXHIBITS TO DECLARATION OF CONDOMINIUM  
OF  
FOUNTAIN BEACH RESORT, A CONDOMINIUM

- "A" Legal Description of Real Property
- "B" Plot Plan, Survey and Graphic Description
- "C" Share of Common Expenses, Common Elements and Common Surplus
- "D" Articles of Incorporation of International Beach Club  
Condominium Association, Inc.
- "E" By-Laws of International Beach Club Condominium Association,  
Inc.
- "F" Rules and Regulations

imposed and the benefits shall run with each condominium parcel as herein defined.

## 2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and the Rules and Regulations of INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

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

2.2 "Association" means, in addition to those entities responsible for the operation of common elements owned in undivided shares by unit owners, any entity which operates or maintains other real property in which condominium unit owners have use rights, where unit owner membership in the entity is composed exclusively of condominium unit owners or their elected or appointed representatives, and where membership in the entity is a required condition of unit ownership.

2.3 "Association property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat, to, the association for the use and benefit of its members.

2.4 "Board of administration" means the board of directors or other representative body which is responsible for administration of the association.

2.5 "Bylaws" means the bylaws of the association as they exist from time to time.

2.6 "Committee" means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board regarding the association budget or take action on behalf of the board.

2.7 "Common elements" means the portions of the condominium property which are not included in the units.

2.8 "Common expenses" means all expenses and assessments which are properly incurred by the association for the condominium.



2.9 "Common surplus" means the excess of all receipts of the association collected on behalf of a condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the common elements) over the common expenses.

2.10 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of this chapter, which is comprised of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

2.11 "Condominium parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.12 "Condominium property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights.

2.13 "Conspicuous type" means type in capital letters no smaller than the largest type, exclusive of headings, on the page on which it appears and, in all cases, at least 10-point type. Where conspicuous type is required, it must be separated on all sides from other type and print. Conspicuous type may be used on contracts for purchase or public offering statements only where required by law.

2.14 "Declaration" or "declaration of condominium" means the instrument or instruments by which a condominium is created, as they are from time to time amended.

2.15 "Developer" means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a condominium or cooperative unit who has acquired his unit for his own occupancy, nor does it include a cooperative association which creates a condominium by conversion of an existing residential cooperative after control of the association has been transferred to the unit owners if, following the conversion, the unit owners will be the same persons who were unit owners will be the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion.

2.16 "Land" means, unless otherwise defined in the declaration as hereinafter provided, the surface of a legally described parcel of real property and includes, unless otherwise specified in the declaration and whether separate from or including such surface, airspace lying above and subterranean space lying below such surface. However, if so defined in the declaration, the

term "land" may mean all or any portion of the airspace or subterranean space between two legally identifiable elevations and may exclude the surface of a parcel of real property and may mean any combination of the foregoing, whether or not contiguous.

2.17 "Limited common elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the declaration of condominium.

2.18 "Operation" or "operation of the condominium" includes the administration and management of the condominium property.

2.19 "Rental agreement" means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.

2.20 "Residential condominium" means a condominium consisting of condominium units, any of which are intended for use as a private temporary or permanent residence.

2.21 "Special assessment" means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

2.22 "Unit" means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the declaration.

2.23 "Unit owner" or "owner of a unit" means a record owner of legal title to a condominium parcel.

2.24 "Voting certificate" means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one owner or by any entity.

2.25 "Voting interest" means the voting rights distributed to the association members pursuant to s. 718.104(4)(i).

2.26 "Association" or "Corporation" means INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

2.27 "Board" or "Board of Directors" means the Board of Directors of the Association.



2.28 "Institutional mortgage" means a mortgage encumbering a Unit held by an institutional lender or by an institutional mortgagee.

2.29 "Insurance trustee" means that Florida Bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

2.30 "Developer" means INTERNATIONAL INN ON THE BOARDWALK CORP., a Florida corporation and such assigns as may be designated in writing by the corporation.

2.31 "Institutional lender" or "Institutional mortgagee" means the Developer, a bank, savings and loan association, insurance company, a generally recognized and licensed mortgage company, real estate investment trust, public company pension fund, public company pension trust, the Federal Home Loan Mortgage Association, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) holding a mortgage encumbering a Unit.

2.32 "Utility services" as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

### 3. DEVELOPMENT PLANS

#### 3.1 Improvements

3.1.1 Annexed hereto and made a part hereof as Exhibit "B", is the survey and site plan and graphic descriptions of all units, including their identification numbers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in Exhibits "B" may not reflect the interior plans of the combined units, but the exterior boundaries of the combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

### 3.2 Plot Plan

A survey and plot plan of the lands comprising the condominium and locating the improvements constructed thereon or to be constructed thereon, are attached hereto as Exhibit "B".

### 3.3 Unit Plans

The development plan of the condominium, which contain a survey, plot plan, elevations and floor plans are attached hereto as Exhibit "B". The legal descriptions of each unit shall consist of the identifying number of such unit as shown on Exhibit "B", attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying number as provided for on the attached Exhibit "B" and each and every description shall be deemed good and sufficient for all purposes.

## 4. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

### 4.1 Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plan of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plan of the undecorated, finished floor.

### 4.2 Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

### 4.3 Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all



interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

#### 4.4 Balconies

A unit shall include a balcony. The boundaries of the balcony shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the balcony shall be borne by the unit owner to which the balcony is appurtenant. Each balcony is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property. The balconies shall be a limited common element and the costs of the repairs and replacement shall be borne by the condominium association. There are two (2) decorative balconies on each floor, commencing with the second floor on the front and back of the building. These balconies are unusable by the unit owners and are common elements.

#### 4.5 Sliding Glass Doors

Each owner of a unit shall pay the cost of maintaining all sliding glass doors contained within his unit, if any, and the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated, from time to time, by the Association.

#### 4.6 Partition of Unit

No unit may be partitioned or subdivided by a unit owner.

#### 4.7 Use of Unit

Each unit shall be used only for transient, residential purposes and may not be utilized as the unit owner's homestead.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of records of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the one hundred forty-eight (148) units in the condominium shall have a 1/148th fractional interest in the common elements of the condominium.

8. COMMON EXPENSE AND COMMON SURPLUS

Each of the one hundred forty-eight (148) units in the condominium shall have a 1/148th fractional interest in the common surplus of the condominium and association and each unit owner in the condominium shall be responsible for a 1/148th share of the common expenses of the condominium and association.



the common expenses and costs, and such share shall be in the percentage of the undivided share in the common elements to his unit as set forth in Exhibit "C" of this Declaration.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvement shall be as follows:

9.1 Units

9.1.1 By the Association. The Association shall maintain, repair and replace at the Association's expense:

9.1.1.1 All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the apartments building and all fixtures on its exterior, those portions of boundary walls not a part of unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

9.1.1.3 The balconies, refer to 4.4 above.

9.1.1.4 The parking lots which should be considered common elements and landscaping.

9.1.1.5 All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner. The responsibility of the unit owner shall be as follows:

9.1.2.1 To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do

so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

9.1.2.2 To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

9.1.2.3 Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sun decks or balconies.

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

9.1.2.5 Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

9.1.2.6 The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

9.1.2.7 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building an/or property.

9.1.3 Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all units in the building and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.