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This instrument prepared by  
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Maguire, Voorhis & Wells  
135 Wall Street,  
Orlando, Florida 32801

DECLARATION OF CONDOMINIUM

OF

ORMOND CONDOMINIUM CLUB, INC.

A CONDOMINIUM

Made this 10th day of February, 1972, by GENE H. GODBOLD, Trustee and Developer, hereinafter referred to as "Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, herein called the "Condominium Act".

1.1 Name and Address. The name by which this condominium is to be identified is:

ORMOND CONDOMINIUM CLUB, INC.  
A Condominium

and its address is:

935 North Ocean Shore Boulevard  
Ormond Beach, Florida

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Volusia County, Florida:

The North 490' of the South 980', excepting therefrom the South 230.33; thereof, of that portion of Fractional Section 2 lying Easterly of Ocean Shore Boulevard, an 80' street as now laid out, Township 14 South, Range 32 East, Volusia County, Florida, excepting therefrom the following described property; Begin at a point in the North line of the South 230.33' of the North 490' of the South 980' of said Fractional Section 2, said point being a distance of 216.5' East of the intersection of said line with the Easterly line of Ocean Shore Boulevard; thence North and at right angles to last line, a distance of 8.0' to a point; thence East and parallel to the South line of Fractional Section 2, a distance of 100' more or less to the shore line of the Atlantic Ocean; thence Southerly along said shore line, a distance of 8' more or less to the North line of the South 230.33' of the North 490' of the South 980' of said Fractional Section 2; thence West a distance of 100' more or less to the point of beginning.

which lands are called "the land".

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Section 711.03, Florida Statutes) and as follows unless the context otherwise requires:

2.1 Apartment. Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner. Apartment owner means unit owner as defined by the Condominium Act.

2.3 The Association. The Association means ORMOND CONDOMINIUM CLUB, INC., a non-profit Florida corporation, and its successors.

2.4 Common Elements. Common elements shall include: (a) the condominium property not included in the apartments; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association.

2.5 Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units and any reference made to common elements in the following provisions of this Declaration or other condominium instruments is meant to also include limited common elements.

2.6 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements, and of the portions of apartments to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (d) any valid charge against the condominium as a whole.

2.7 Condominium. Condominium means all of the condominium property as a whole where the context so permits, as well as the meaning stated in the Condominium Act.

2.8 Reasonable Attorneys' Fee. Reasonable attorneys' fee means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved including review of the same by appeal or otherwise.

2.9 Singular, Plural Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural, the singular and the use of any gender shall be deemed to include all genders.

2.10 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, gas, heating, air conditioning and garbage and sewage disposal.

3. Development Plan. The condominium is described and established as follows:

3.1 Plot Plans and Floor Plans. Attached hereto as Exhibit A is a certification by Donald R. Hampton, A.I.A., Architect, that the description of improvements as shown in the "plot plans" incorporated herein as Exhibit D and recorded in Map Book 31, Pages 110 through 114, Public Records of Volusia County, Florida, is a correct representation thereof.

3.2 Easements. Each of the following easements is reserved through the condominium property and is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) Utilities. As may be required for utility services in order to adequately serve the condominium; provided, however, easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved in writing by the apartment owner.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes but the same shall not give or create in any person the right to park upon any portion of the condominium property not designated as a parking area.

### 3.3 Improvements-General Description.

(a) Apartment Buildings. The Condominium shall consist of five (5) buildings connected by common walkways, and shall consist of a total of forty-one (41) apartments.

(b) Other Improvements. The Condominium includes landscaping, automobile parking areas, swimming pool and other facilities which are part of the common elements and limited common elements shown on the plot plans referenced in the foregoing Section 3.1.

3.4 Apartment Boundaries. Each apartment, which term is used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - The horizontal plane of the undecorated unfinished ceiling.

(2) Lower Boundary - The horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated unfinished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

(c) Limited Common Elements. All balconies, patios, and any such structure attached to the exterior main walls of the building that serve only the apartment adjacent to such structure shall be a limited common element for the benefit of that particular apartment only.

3.5 Common Elements. The common elements include the land and all of the parts of the condominium not within the apartments as defined in Section 3.4.

#### 3.6 Amendment of Plans.

(a) Alteration of Apartment Plans. Developer reserves a right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the unit so altered. Developer further reserves the right to increase or decrease the number of apartments and to alter the boundaries of the common elements, so long as Developer owns the apartments abutting the common elements where the boundaries are being altered.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by Developer and approved by the institutional mortgagee of apartments affected, where the said apartments are encumbered by individual mortgages, or where they are included in an overall construction mortgage on the condominium buildings, and such amendment shall not require the approval of the other apartment owners, apartment purchasers, or of the Association.

#### 4. The Apartment Building.

4.1 Apartments. The apartments in the condominium buildings are identified and briefly described in the "plot plans" recorded in Condominium Book 31, Pages 110-114, Public Records of Volusia County, Florida.

4.2 Appurtenances to Each Apartment. The owner of each apartment shall own a certain interest in the condominium property which is appurtenant to his apartment, including but not limited to, the following items:

(a) Common Elements. Each apartment owner shall have a 1/41st or a 2.439 percent undivided share in the land and other common elements appurtenant to his apartment.

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.3 Liability for Common Expenses and Share of Common Surplus. Each apartment owner shall share the common expense and common surplus to the same extent as he shares in the common elements (Section 4.2[a]); however, this does not include the right to withdraw or require payment or distribution of the same.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense.

(b) Alteration and Improvement. After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) per cent of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of apartment owners in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

5.2 Apartments.

(a) By Association. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that services part or parts of the Condominium other than the apartment within which contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

(4) All common elements.

(b) By the Apartment Owner. The responsibility of the apartment owner shall include:

(1) To maintain, repair, and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2, and which in all cases shall supersede and have the priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to the apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, the same as set forth in Section 4.2(a) but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

6.2 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the rate of ten (10%) per cent. All payments on account shall be first applied to interest and then to the assessment

payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorney's 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 time of recording in the Public Records of Volusia County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

7. Association. The operation of the condominium shall be by ORMOND CONDOMINIUM CLUB, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit B.

7.2 By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit C.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not

be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the benefit of apartment owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.



8.4 Insurance Trustee Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Volusia County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the apartment building is to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the apartment building is not to be restored for the owners of apartments in such building, in undivided shares being the same as their respective shares in the common elements.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1 (b) (1) and (2).

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

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificiate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

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

(a) Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

(b) Apartment Building.

(1) Partial Destruction - If the damaged improvement is an apartment building and less than ninety (90%) per cent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless seventy-five (75%) per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is an apartment building and ninety (90%) per cent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five (75%) per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages, upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner;

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee;

and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

10.1 Apartments. Each of the apartments shall be occupied only by a family, its servants and guests, as a residence and for no other purpose.

10.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment.

10.3 Leasing. Entire apartments may be rented or leased for a term not to exceed two (2) years; provided, however, the occupancy is only by the lessee and his family, servants and guests.

10.4 Regulations. 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 apartment owners and residents of the condominium.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

11.1 Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease for a term in excess of two (2) years without approval of the Association.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of this apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of the apartment shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfers set forth in Section 11.1 shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale - An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease - An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers - An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice - If the Notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale - If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, delivered to the apartment owner and shall be recorded in the Public Records of Volusia, County, Florida.

(2) Lease - If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and delivered to the apartment owner.

(3) Gift; Devise or Inheritance; Other Transfers - If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form delivered to the apartment owner and shall be recorded in the Public Records of Volusia County, Florida.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a Purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the Purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(2) If the Purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the Purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within thirty (30) days after the determination of the sale price if such is by arbitration, whichever is later.

(4) If the Association shall fail to purchase or provide a Purchaser upon the demand of the apartment owner in the manner provided, or if a Purchaser furnished by the Association shall default in his agreement to

purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a Purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the apartment owner and Purchaser within sixty (60) 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 appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

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

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

(4) If the Association shall fail to purchase or 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.

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association, the Developer or the successors in title to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of Sections 10 (Use Restrictions) and 11 (Maintenance of Community Interests) shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a



transfer, sale or lease by a bank, life insurance company, savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a Purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space may be leased separate from the apartment to which it is appurtenant.

11.7 Unauthorized Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments, within 5 days after the attaching of the lien.

(b) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner received knowledge thereof.

(c) Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial suit.

12. Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

12.1 Decision. The decision of the Association to purchase an apartment shall be made by its Directors, without approval of its membership except as elsewhere provided in this section.

12.2 Limitation. If at any one time the Association be the owner or agreed Purchaser of three (3) or more apartments, it may not purchase any additional apartments without the prior written approval of seventy-five (75%) per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and Management Agreement, and said documents as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

13.1 Enforcement. The Association and Manager are hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by entry into any apartment at any reasonable time to make inspection, correction or compliance.

13.2 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.

13.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, Management Agreement and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

13.4 No Waiver of Rights. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2 Resolution. An amendment may be proposed by either the Board of Directors or by seventy-five (75%) per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and seventy-five (75%) per cent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

14.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Volusia County, Florida.

14.4 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment owners or apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.

14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with 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.

15. Termination. The condominium may be terminated in the following manner:

15.1 Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by a bank, life insurance company or savings and loan association.

15.2 Total Destruction of the Apartment Building. If all the apartment building as a result of common casualty, be damaged within the meaning of 9.1 (b) (2) and it not be decided as therein provided that such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

15.3 General Provisions. Upon termination of the condominium, the mortgagee and lienor of an apartment owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination. Said certificate shall be attached to a duly

adopted resolution and shall be executed with the formalities of a deed. The termination of the condominium shall be effected when it is recorded in the Public Records of Volusia County, Florida.

15.4. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Witnesses:

DEVELOPER:

Carolyn B. Lawson Gene H. Godbold  
 GENE H. GODBOLD, As Trustee  
Carol M. Wainwright

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF ORANGE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GENE H. GODBOLD, as Trustee, to me known to be the person described as "Developer" herein and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of February, A.D. 1972.

Carolyn B. Lawson  
 NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES JAN. 18, 1974  
 BONDED THRU FRED W. DIESTELHORST

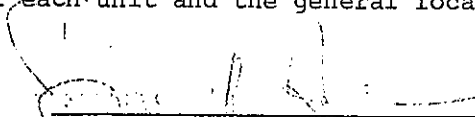


EXHIBIT "A"

CERTIFICATE OF ARCHITECT made this 12th day of January, 1972.

I, DONALD R. HAMPTON, of Winter Park, Florida, certify as follows:

1. I am an architect authorized to practice in the State of Florida.
2. This certificate is made as to ORMOND CONDOMINIUM CLUB, INC., a condominium located at 935 N. Ocean Shore Boulevard, Ormond Beach, Florida, and in compliance with Section 711.08, FLORIDA STATUTES.
3. The plot plans prepared by Jones and Wood, Inc., dated January 11, 1972, and consisting of sheets one through five, together with the wording of the Declaration, constitute a correct representation of the improvements of the condominium as it now exists, and there can be determined from them the identification, location, dimensions and size of each unit and the general location of the common elements.

  
\_\_\_\_\_  
DONALD R. HAMPTON, Architect  
Florida Registration No.  
State of Florida

# State of Florida

Department of State



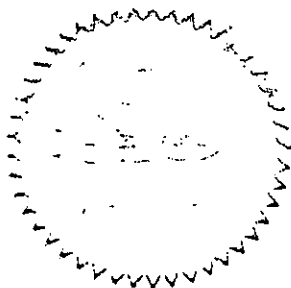
I, Richard (Dick) Stone, Secretary of State of the State of Florida,  
Do Hereby Certify That the following is a true and correct copy of

## Certificate of Incorporation of

ORMOND CONDOMINIUM CLUB, INC.

a corporation not for profit organized and existing under the Laws of the  
State of Florida, filed on the 29th day of October,  
A.D., 19 71, as shown by the records of this office.

Given under my hand and the Great Seal of the  
State of Florida, at Tallahassee, the Capital,  
this the 29th day of October,  
A.D. 19 71.



*Richard (Dick) Stone*

Secretary of State

31551796

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VOLUSIA COUNTY  
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## CERTIFICATE OF AMENDMENT TO DECLARATION

OF

CONDOMINIUM OF ORMOND CONDOMINIUM CLUB, INC., A CONDOMINIUM

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the Declaration of Condominium of Ormond Condominium Club, Inc., a condominium, according to the Declaration of Condominium recorded in Official Records Book 1391 at Page 602 of the Public Records of Volusia County, Florida, which resolution was duly adopted by a majority of the Directors of The Bent Palm Club, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on May 19, 1988, and duly adopted by 75% or more of the membership of the Association at a meeting duly held on May 21, 1988, in accordance with the requirements of the Declaration of Condominium and bylaws for its amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Ormond Beach, Florida, this 16th day of June, 1988.

WITNESSES:

THE BENT PALM CLUB, INC.

Eligible Officer

By:

President

Elmer W. Coyle

Attest:

Secretary

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of June, 1988 by ALFRED W. JONES, JR., President, and LUCY P. JONES, Secretary of The Bent Palm Club, Inc., a Florida corporation, on behalf of the corporation.



Elmer W. Coyle  
Notary Public  
State of Florida at Large

My commission expires: May 20, 1992

Prepared by: Louis E. Conway,  
Attorney-at-Law  
170 East Granada Blvd.  
Ormond Beach, Florida 32074

CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

JUN 22 9 57 AM '88

FILED FOR RECORD  
RECORD VERIFIED

078411

31551797

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

RESOLUTION

RESOLVED, that the Declaration of Condominium of ORMOND CONDOMINIUM CLUB, INC., recorded in Official Records Book 1391, Page 602, Public Records of Volusia County, Florida, be amended as follows:

1. Paragraph 1.1 is amended to read as follows:

"1.1 Name and Address. The name and address by which this condominium is to be identified is:

THE BENT PALM CLUB  
ORMOND-CONDOMINIUM-CLUB, INC.,  
A Condominium

and its address is:

935 North Ocean Shore Boulevard  
Ormond Beach, Florida."

2. Paragraph 2.3 is hereby amended to read as follows:

"2.3 The Association. The Association means ORMOND CONDOMINIUM-CLUB, INC., THE BENT PALM CLUB, INC., a non-profit Florida corporation, and its successors."

3. Paragraph 7 is amended to read as follows:

"7. Association. The operation of the condominium shall be by ORMOND-CONDOMINIUM-CLUB, INC., THE BENT PALM CLUB, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:"

078411



**CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM**

The undersigned officers of Bent Palm Club, Inc. f/k/a Ormond Condominium Club, Inc., the corporation in charge of the operation and control of Bent Palm Club f/k/a Ormond Club, a condominium, according to the declaration of condominium thereof as recorded in Official Records Book 1391, Pages 602 through 623 of the Public Records of Volusia County, Florida, hereby certify that the attached amendments to the Declaration were proposed and approved in accordance with the condominium documentation and applicable law by all the members as of July 31, 2008. The amendments were approved unanimously by the board of directors and one hundred percent (100%) of the members of the Association.

This Certificate of Amendment to the Declaration of Condominium is made in accordance with and in compliance with Section 14 of the Declaration of Condominium as recorded in Official Records Book 1391, Page 602, of the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, Bent Palm Club, Inc. f/k/a Ormond Condominium Club, Inc. has caused this certificate to be issued in its name on 31st July, 2008.

Signed, sealed and delivered  
in the presence of:  
non-profit corporation

Bent Palm Club, Inc.,  
f/k/a Ormond Condominium Club, Inc., a Florida

Sign: Nicole Shumaker  
Print: Nicole Shumaker

By: Janet Novak  
Janet Novak, President

Sign: Danielle Moffat  
Print: Danielle Moffat

Date: 31st July 2008

STATE OF OHIO  
COUNTY OF KNOX

The foregoing instrument was acknowledged and subscribed before me this 31 day of July, 2008 by Janet Novak, President of and on behalf of Bent Palm Club, Inc., f/k/a Ormond Condominium Club, Inc., a Florida non-profit corporation, who is [ ] personally known to me or [✓] has produced a drivers license as identification and who has acknowledged her signature on the foregoing instrument as her free, knowing, and voluntary act.



STEPHANIE BLUBAUGH  
Notary Public, State of Ohio  
My Commission Expires 08-14-2011

Stephanie Blubaugh  
Notary Public  
My Commission Expires: August 14, 2011

Bent Palm Club, Inc.,  
f/k/a Ormond Condominium Club, Inc.,  
a Florida non-profit corporation

Sign: [Signature]  
Print: FARAH N ALI

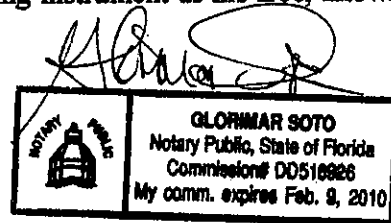
By: [Signature]  
William Spinelli, Vice-President

Sign: [Signature]  
Print: Cheryl Melendez

Date: July 31, 2008

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged and subscribed before me this 31 day of July, 2008 by William Spinelli, Vice-President of and on behalf of Bent Palm Club, Inc., f/k/a Ormond Condominium Club, Inc., a Florida non-profit corporation, who is [ ] personally known to me or [ ] has produced Driver License Florida as identification and who has acknowledged his signature on the foregoing instrument as his free, knowing, and voluntary act.



### Amendments to the Declaration of Condominium

WHEREAS, the board of directors and the members of Bent Palm Club, Inc. f/k/a Ormond Condominium Club, Inc., the corporation in charge of the operation and control of Bent Palm Club f/k/a Ormond Club, a condominium, according to the declaration of condominium thereof as recorded in Official Records Book 1391, Pages 602 through 623 of the Public Records of Volusia County, Florida, ("Declaration") desire to amend the Declaration; and

WHEREAS, the amendments were approved unanimously by the board of directors and one hundred percent (100%) of the members of the Association as of July 31, 2008.

NOW THEREFORE, the undersigned officers of Bent Palm Club, Inc. f/k/a Ormond Condominium Club, Inc., the corporation in charge of the operation and control of Bent Palm Club f/k/a Ormond Club, a condominium, hereby certify that the below amendments to the Declaration were proposed and approved in accordance with the condominium documentation and applicable law, and hereby amend the Declaration as follows:

1. Paragraph 2, Definitions, shall be amended to be read as follows:
  2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (~~Section 718.01, Florida Statutes~~) (Chapter 718, Florida Statutes) and as follows unless the context otherwise requires:
2. Paragraph 2.1, Apartment, shall be amended to be read as follows:
  - 2.1 Apartment. Apartment means unit as defined by the Condominium Act. However, Unit 106 as shown on the plat of condominium in Map Book 31, page 110-114, and amended by revised pages 3, 4, and 5 of 5 recorded in Map Book 32, pages 12-14, all of the Public Records of Volusia County, is specifically excluded from this definition.
3. Paragraph 2.3, Association, shall be amended to be read as follows:
  - 2.3 Association. The Association means ~~Ormond Condominium Club, Inc.~~ Bent Palm Club, Inc., a non-profit Florida corporation and its successors.
4. Paragraph 2.4, Common Elements, shall be amended to be read as follows:
  - 2.4 Common Elements. Common elements shall include (a) the condominium property not included in the apartments; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) Unit 106 as shown on the plat of condominium in Map Book 31, page 110-114, and amended by revised pages 3, 4, and 5 of 5 recorded in Map Book 32, pages 12-14, all of the Public Records of Volusia County.

5. Paragraph 3.3(a), Improvements-General Description, shall be amended to be read as follows:

3.3 Improvements-General Description.

(a) Apartment Buildings. The Condominium shall consist of five (5) buildings connected by common walkways, and shall consist of a total of ~~forty-one (41)~~ forty (40) apartments and Unit 106 which is part of the common elements.

6. Paragraph 3.5, Common Elements, shall be amended to be read as follows:

3.5 Common Elements. The common elements include the land and all of the parts of the condominium not within the apartments as defined in Section 3.4 and Unit 106 as more particularly described in Section 2.4.

7. Paragraph 4, The Apartment Building, shall be amended to be read as follows:

4. The Apartment Building.

4.1 Apartments. The apartment in the condominium buildings are identified and briefly described in the "plot plans" recorded in ~~Condominium Map~~ Book 31, Pages 110-114, Public Records of Volusia County, Florida. Unit 106 is part of the common elements and is specifically excluded from the apartments.

4.2 Appurtenances to Each Apartment. The owner of each apartment shall own a certain interest in the condominium property which is appurtenant to his apartment, including but not limited to, the following items:

(a) Common Elements. Each apartment owner shall have a ~~1/41st~~ 1/40th or a ~~2.439-2.50~~ percent undivided share in the land and other common elements appurtenant to his apartment.

(b) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the association.

4.3 Liability for Common Expenses and Share of Common Surplus. Each apartment owner shall share the common expense and common surplus to the same extent as he share in the common elements (Section 4.2[a]); however, this does not include the right to withdraw or require payment or distribution of the same.

8. Paragraph 14.4, Proviso, shall be amended to be read as follows

14.4 Proviso. ~~Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment owners or apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment. Deleted.~~

9. Reaffirmation. All other terms and provisions of the Declaration not in conflict with the foregoing modifications are hereby reaffirmed and ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, Bent Palm Club, Inc. f/k/a Ormond Condominium Club, Inc. has caused this certificate to be issued in its name on 31st July, 2008.

Signed, sealed and delivered  
in the presence of:  
non-profit corporation

Bent Palm Club, Inc.,  
f/k/a Ormond Condominium Club, Inc., a Florida

Sign: Nicole Shumaker  
Print: Nicole Shumaker

By: Janet Novak  
Janet Novak, President

Sign: Danielle Mott  
Print: Danielle Mott

Date: 31st July 2008

STATE OF OHIO  
COUNTY OF KNOX

The foregoing instrument was acknowledged and subscribed before me this 31 day of July, 2008 by Janet Novak, President of and on behalf of Bent Palm Club, Inc., f/k/a Ormond Condominium Club, Inc., a Florida non-profit corporation, who is [ ] personally known to me or [✓] has produced a drivers license as identification and who has acknowledged her signature on the foregoing instrument as her free, knowing, and voluntary act.



STEPHANIE BLUBAUGH  
Notary Public, State of Ohio  
My Commission Expires 08-14-2011

Stephanie Blubaugh  
Notary Public  
My Commission Expires: August 14, 2011

Bent Palm Club, Inc.,  
f/k/a Ormond Condominium Club, Inc.,  
a Florida non-profit corporation

Sign:

Print:

FARAH N ALI

By:

William Spinelli  
William Spinelli, Vice-President

Sign:

Print:

Cheryl Melendez  
Cheryl Melendez

Date:

July 31, 2008

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged and subscribed before me this 31 day of July, 2008 by William Spinelli, Vice-President of and on behalf of Bent Palm Club, Inc., f/k/a Ormond Condominium Club, Inc., a Florida non-profit corporation, who is [ ] personally known to me or [X] has produced Driver License Florida as identification and who has acknowledged his signature on the foregoing instrument as his free, knowing, and voluntary act.

