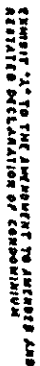


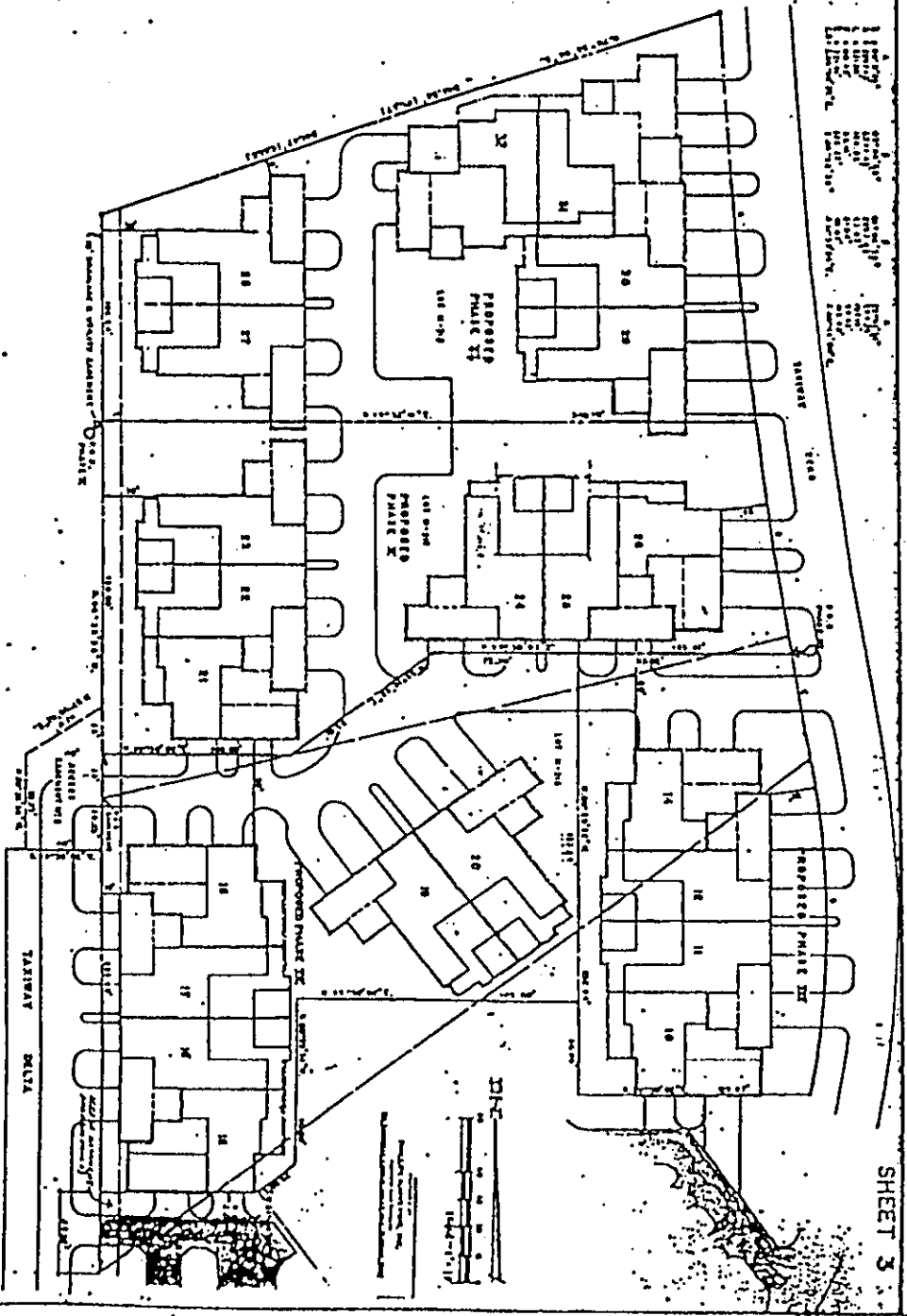
EXHIBIT A
TO
AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM - PAGES 59 THROUGH 68



SHEET .2



10/2/82



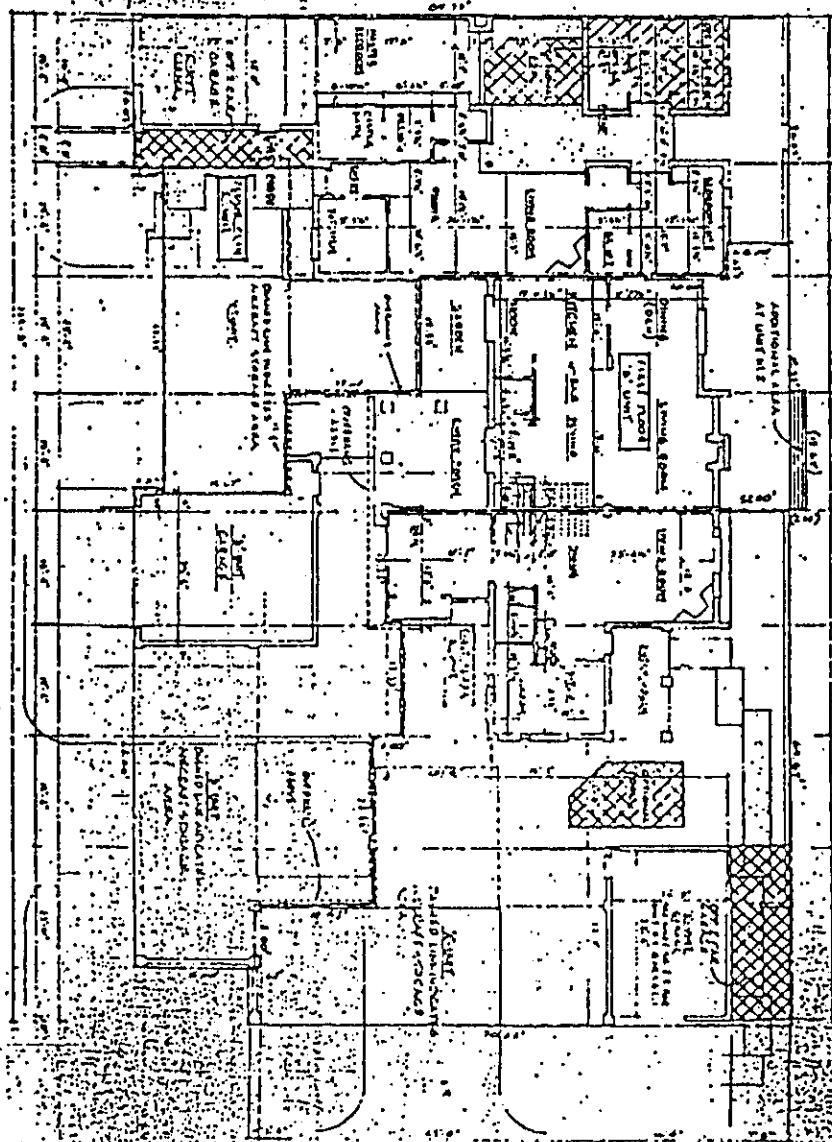
TEAGLES LANDING CONDOMINIUM

PHASE II, III, & IV PROPOSED

SEE SHEET 2 FOR
PARTIAL UNIT
PARTIAL UNIT

EAGLES LANDING CONDOMINIUM

SHEET 4



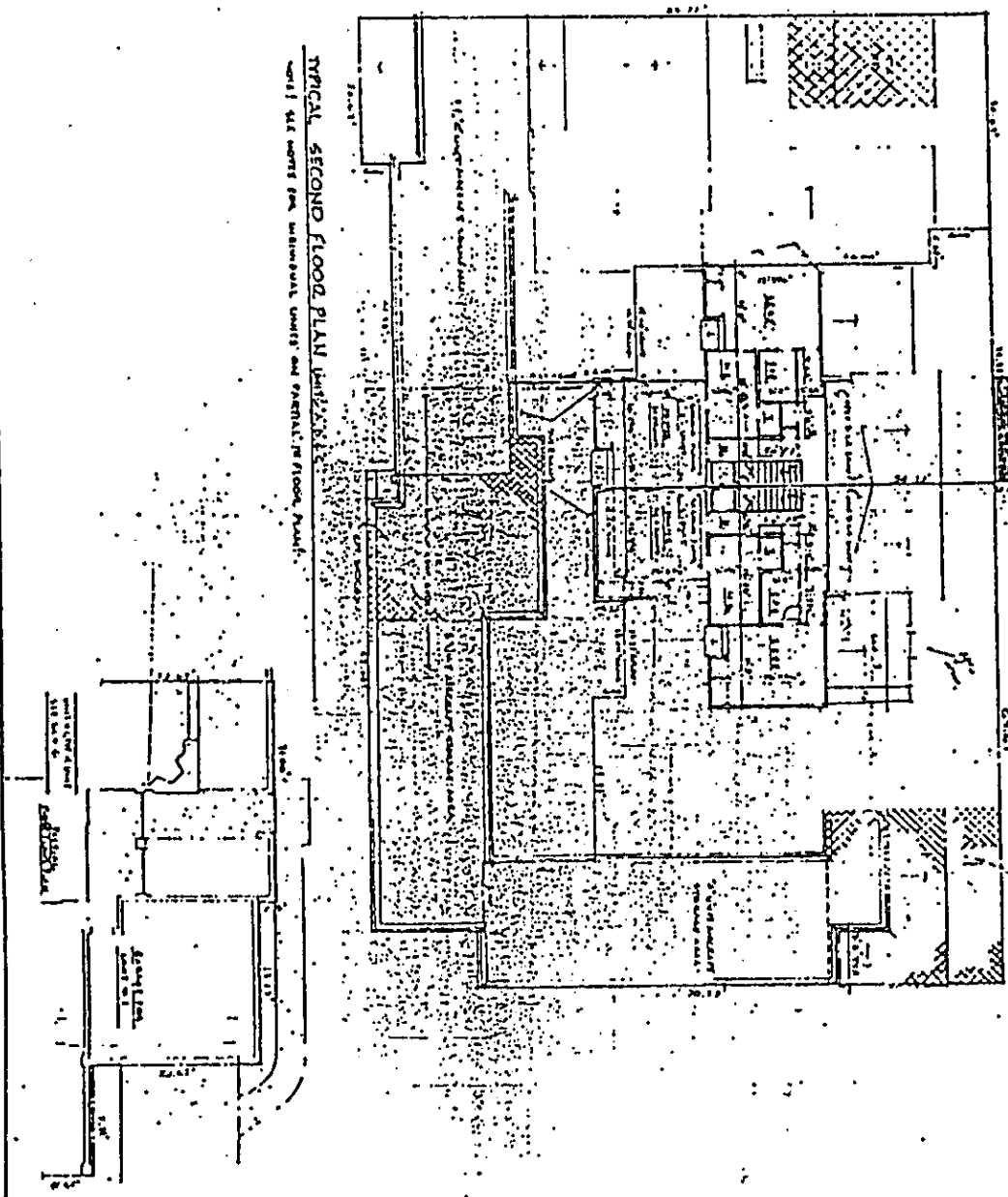
TYPICAL FIRST FLOOR PLANS UNIT #212

EAGLES LANDING CONDOMINIUM

SHEET 5

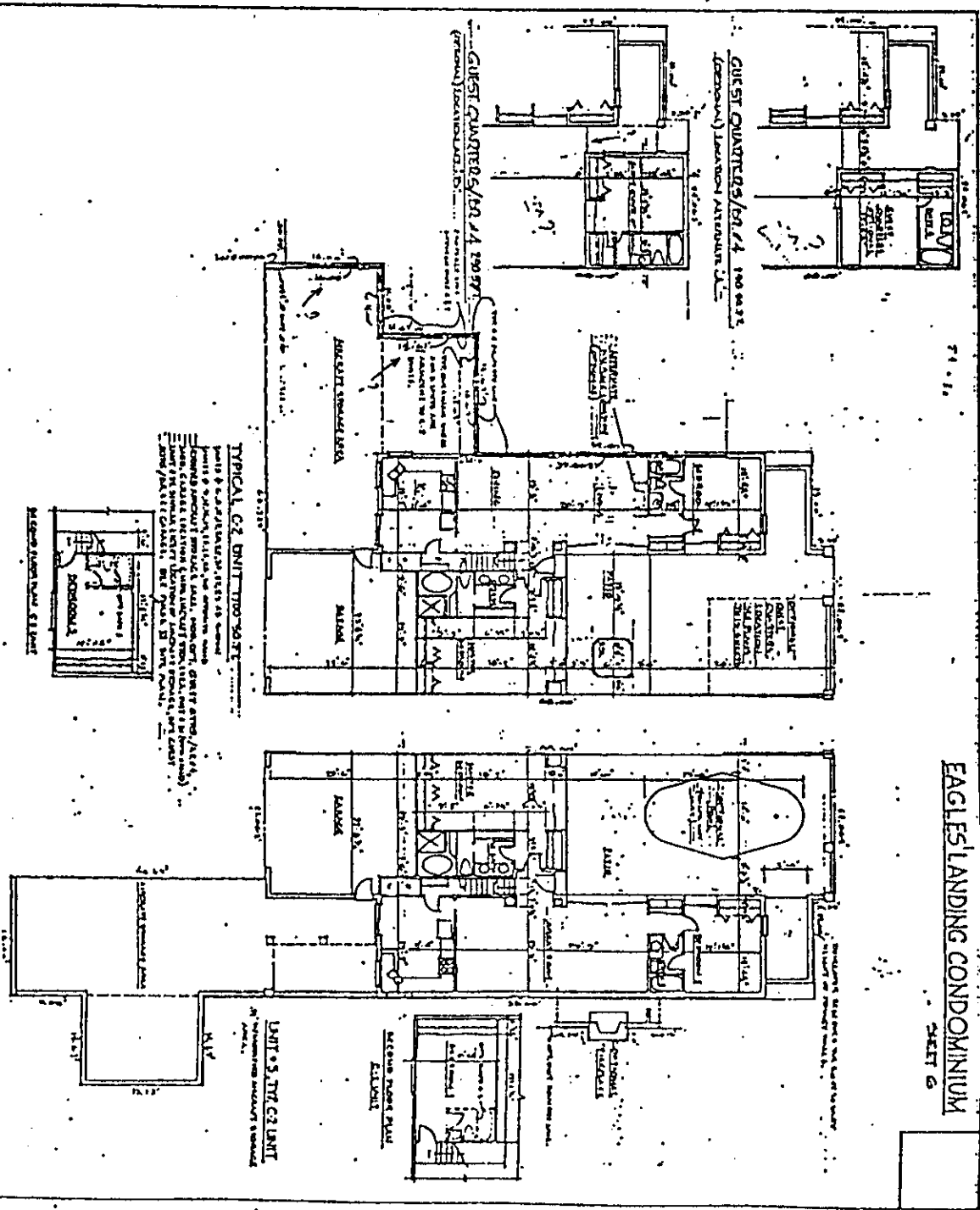
TYPICAL SECOND FLOOR PLAN UNIT 201

NOTES: SEE NOTES FOR MAIN FLOOR UNIT 201 FOR PARTIAL FLOOR PLAN.



EAGLES LANDING CONDOMINIUM

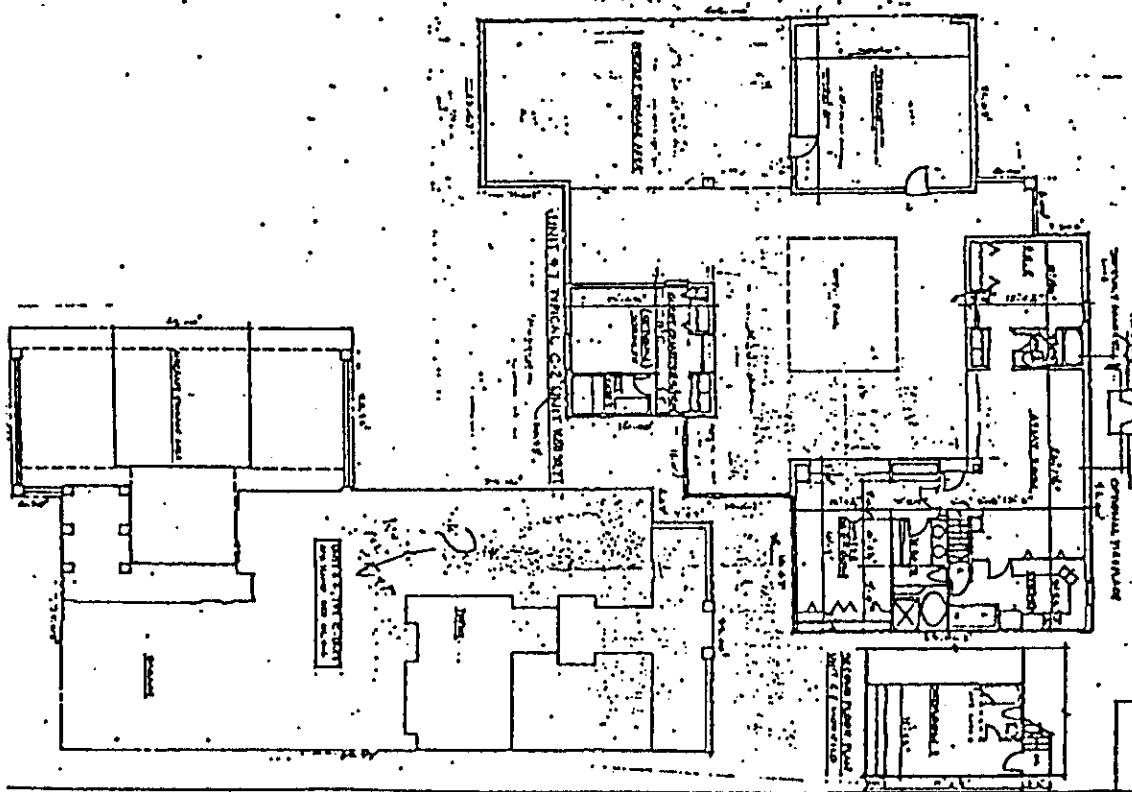
SHEET 2



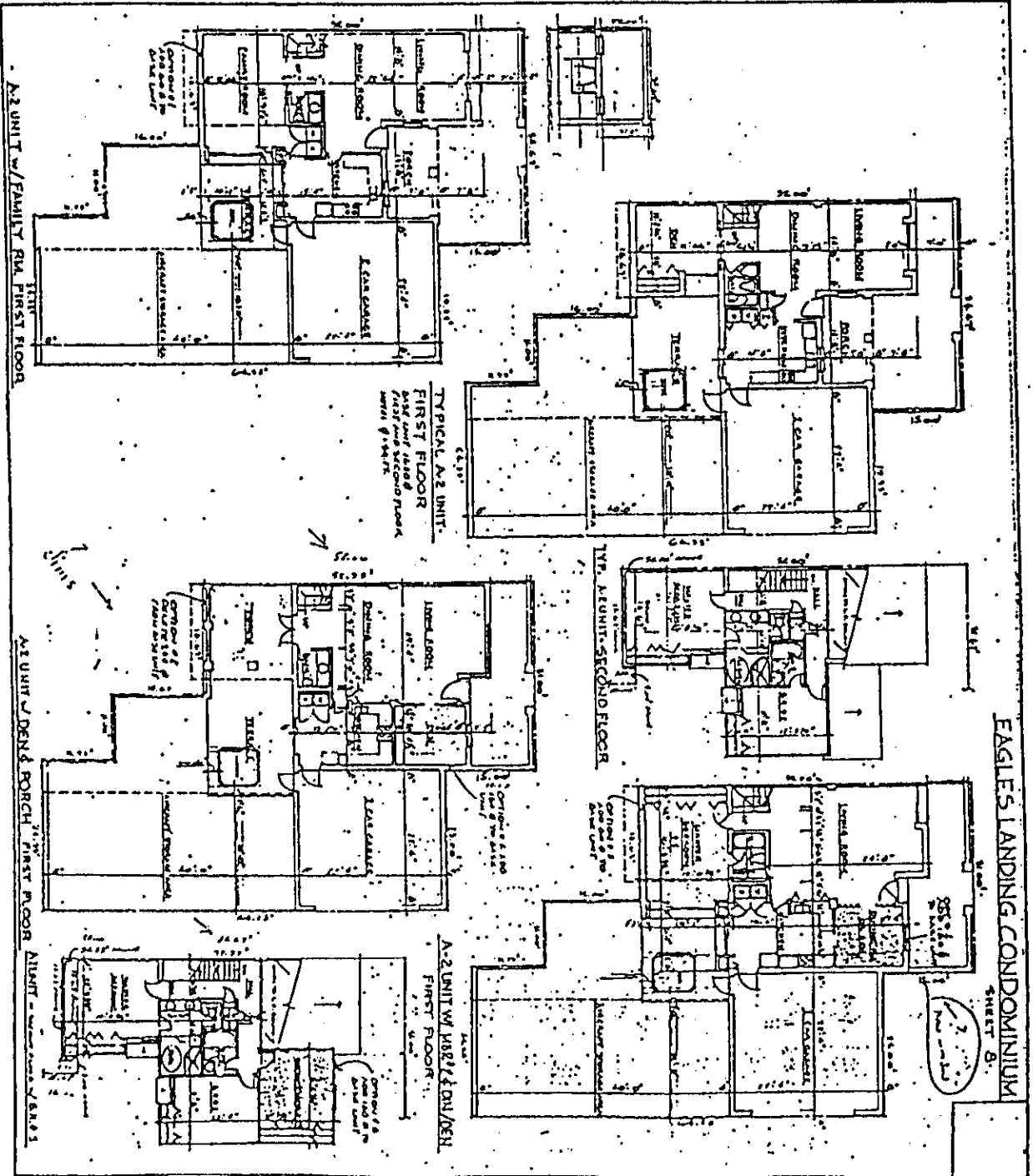
31-22

EAGLES LANDING CONDOMINIUM

SHEET 7



EAGLES LANDING CONDOMINIUM SHEET 8



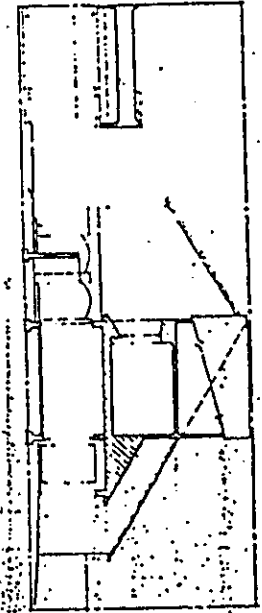
EAGLES LANDING CONDOMINIUM

Sheet 9

UNIT DEED CONDOMINIUM INTERESTS

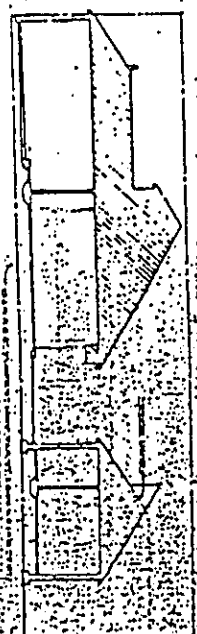
UNIT	LAUREL	THE	CHURCH	CONDOMINIUM	INTERESTS
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
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97	97	97	97	97	97
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99	99	99	99	99	99
100	100	100	100	100	100

SECTION FOR UNIT 240



SEE ALSO SHEET 8
FOR UNIT 240 AND 241

SECTION FOR UNIT 240



SEE ALSO SHEET 8
FOR UNIT 240 AND 241



UNIT 240
SEE ALSO SHEET 8
FOR UNIT 240 AND 241

CONSENT TO AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OF EAGLES' LANDING CONDOMINIUM

The undersigned, owner of Unit _____, Eagles' Landing Condominium, as per Amended and Restated Declaration of Condominium and exhibits thereto recorded in Official Records Book 2535, page 1766, et seq., and Map Book 39, page 122, et seq., Public Records of Volusia County, Florida, hereby consents to and joins in the foregoing Amendment of the Amended and Restated Declaration of Condominium, including Exhibit A thereto.

Dated as of this _____ day of _____, 19____.

WITNESSES:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____.

Notary Public
State of Florida at Large
My Commission Expires:

MORTGAGEE'S CONSENT TO AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM

The undersigned, owner and holder of mortgages encumbering Units 1, 5, 6 and 7 of Eagles' Landing Condominium as per the Amended and Restated Declaration of Condominium and exhibits thereto recorded in Official Records Book 2535, page 1766, et seq., and Map Book 39, page 122, et seq., Public Records of Volusia County, Florida, hereby consents to the foregoing Amendment to Amended and Restated Declaration of Condominium, including Exhibit A thereto.

Dated as of this ____ day of _____, 19__.

SUN BANK OF VOLUSIA COUNTY

By: _____

Attest: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this
____ day of _____, 19__, by _____ and _____
of Sun Bank of Volusia County, on behalf of the corporation.

Notary Public
State of Florida at Large
My Commission Expires:

SEE RECORDED SECOND AMENDMENT FOLLOWING
PAGES →

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
EAGLES' LANDING CONDOMINIUM

SUCCESSOR DEVELOPER IN PHASE III FILING AMENDMENTS

COMMUNITY CONCEPTS, INC., a Florida corporation, hereby submits, grants, makes and records this Second Amendment to Amended and Restated Declaration of Condominium for Eagles' Landing Condominium, as follows:

1. Recording Reference. This Second Amendment relates to Eagles' Landing Condominium, a condominium according to the Amended and Restated Declaration of Condominium as recorded in Official Records Book 2535 at Page 1766 and following, as amended by Amendment to Amended and Restated Declaration of Condominium, as recorded in Official Records Book 2532 at Page 1828 and following, and re-recorded in Official Records Book 2635 at Page 0301 and following, all of the Public Records of Volusia County, Florida. The Amended and Restated Declaration of Condominium, as amended, is called the "Declaration". The plot plan and survey for Eagles' Landing Condominium are also recorded in Map Book 40 at Page 47 and in Map Book 40 at Pages 52 through 58, Public Records of Volusia County, Florida.

2. Successor Developer. After having filed and recorded the documents for Phase I and Phase II of Eagles' Landing Condominium and having completed construction of Units 1 through 7, the prior developer, a joint venture consisting of La Cuarta Ola II, Incorporated, and CSB Eagles Corporation, both Florida corporations, conveyed its interest in the condominium to COMMUNITY CONCEPTS, INC., a Florida corporation, as successor developer of Eagles' Landing Condominium, beginning with Units 8 and 9 in Phase II and continuing with Phase III of Eagles' Landing Condominium. The successor developer reserves the right to determine on a case by case basis whether to submit any additional phases after Phase III. In connection with this conveyance, the following provisions of the Declaration are hereby amended:

A. Section 2.9 of the Declaration, relating to the developer, is hereby amended to read as follows:

"2.9 DEVELOPER: COMMUNITY CONCEPTS, INC., a Florida corporation, is the successor developer to LA CUARTA OLA II, INCORPORATED, a Florida corporation, and CSB EAGLES CORPORATION, a Florida corporation and "Developer" also means any successor to which Community Concepts, Inc. ~~may~~ may assign it rights and obligations, or any entity which may succeed to those rights and obligations by operation of law."

B. Section 3.2 of the Declaration, relating to the completion dates, is hereby amended to read as follows:

"3.2 SCHEDULE OF COMPLETION OF PHASES: Developer anticipates ~~the completion of construction on any phase which is to be submitted to condominium ownership will have been completed prior to the completion date set forth below:~~

<u>"PHASE</u>	<u>COMPLETION DATE</u>
II	December 31, 1986
III	December 31, 1986
IV	December 31, 1987
V	December 31, 1988
VI	June 30, 1989"

" B. Phase III

Phase III will contain four (4) units located in a single building and the gatehouse shown on page 9 of Exhibit A, construction of which shall be completed prior to or approximately concurrently with construction of the last unit in Phase III."

A. The property hereby submitted as Phase III of Eagles' Landing Condominium is that parcel of land located in Volusia County, Florida described in Exhibit A, attached to and made a part of this Second Amendment. A sketch of survey that includes the Phase III land is attached to and made a part of this Second Amendment as Exhibit B.

C. Each unit in Phase III will be either an A-2 or a C-2 style unit having the following characteristics:

D. Share of Ownership and Expenses; Voting. With the recording of Phase III, each unit will own an undivided 1/13th of the common elements and common surplus, each unit will be responsible for 1/13th of the common expenses, and each unit's owner shall be entitled to one of the 13 votes that may be cast by members of the Association.

7.7 OBSTRUCTION OF TAXIWAYS

5. Pursuant to the provisions of Section 14.4 of the Declaration, Section 12.3 of the Declaration is hereby amended to read as follows:

"12.3 Lien for Assessments. The Association shall have a lien on each unit 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 unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect for the period of one year after the claim of lien has been recorded, unless within that time (a) an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until the final conclusion, including appeals, of such action or (b) the amount due is paid, in which case the lien shall be promptly released by the Association. ~~When all assessments have been paid, the lien shall have been 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 an such foreclosure the owner of the unit shall be required to pay a reasonable rental for the unit 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 a purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where the holder of a first mortgage of record obtains title to the unit 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 unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided, unless the share is secured by a claim of lien of assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, its successors and assigns. The prior owner or owners of the unit shall also remain liable for such unpaid assessments."

6. Binding Effect. Except as specifically amended herein, each and every provision of the Declaration, together with the exhibits and attachments thereto, as recorded in the Public Records of Volusia County, Florida, shall continue to be in full force and effect and are hereby incorporated in this Second Amendment by reference. This Second Amendment and the provisions of the Declaration, and the exhibits and attachments to the Declaration, shall be binding upon developer, its successors, grantees and assigns and the owners of units within and mortgagees of units within Eagles' Landing Condominium and shall represent a covenant running with the land, as provided in the Condominium Act.

IN WITNESS WHEREOF, the developer has executed this Second Amendment on the _____ day of _____, 1986.

Witnesses:

COMMUNITY CONCEPTS, INC.

By:

Bill C. Ogle, Sr., President

Attest: _____

SUMMARY OF IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING
A UNIT IN EAGLES' LANDING CONDOMINIUM, PHASE II

1. THIS 'PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.
3. ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. EACH PURCHASER WILL BE SOLD AND CONVEYED A FULL FEE OWNERSHIP INTEREST IN HIS UNIT.
5. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. For further details see Article XII of the Amended and Restated Declaration of Condominium (pages 29 and 30 of this Prospectus).
6. AS A UNIT OWNER IN EAGLES' LANDING CONDOMINIUM, YOU WILL ALSO BE A MEMBER OF THE SPRUCE CREEK PROPERTY OWNERS ASSOCIATION, INC. MEMBERSHIP IN THIS ASSOCIATION ENTITLES THE UNIT OWNER TO THE RIGHTS AND OBLIGATIONS OF MEMBERSHIP IN THAT ASSOCIATION, INCLUDING THE RIGHT TO USE THE PRIVATE ROADS, TAXIWAYS, AND RUNWAYS WHICH ARE "ASSOCIATION PROPERTY". For further details see Paragraph E, page 5 of this Prospectus and Section 5.4 of Article V of the Amended and Restated Declaration of Condominium (page 9 of this Prospectus, and amended at page 52).
7. UNIT OWNERS ARE REQUIRED TO BE MEMBERS OF SPRUCE CREEK PROPERTY OWNERS ASSOCIATION, INC. UNIT OWNERS ARE REQUIRED TO PAY A SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT OF COMMON PROPERTY UNDER THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLY-IN SPRUCE CREEK, INC. UNIT 1 SUBDIVISION, AS AMENDED AND SUPPLEMENTED. For further details, see sections cited in Paragraph 6 above.
8. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
9. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP AND REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. For further details, see sections cited in Paragraph 6 above and Section 12.3 of Article XII of the Amended and Restated Declaration of Condominium (pages 19 and 20 of this Prospectus).
10. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. For further details see Article 6 of the Articles of Incorporation (page 80 of this Prospectus).
11. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. For further details, see Article XI of the Amended and Restated Declaration of Condominium (pages 26 to 29 of this Prospectus).
12. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LANDS AND UNITS MAY BE ADDED TO THIS CONDOMINIUM (pages 3 and 4 of this Prospectus).

PROSPECTUS
(OFFERING CIRCULAR)
FOR
'EAGLES' LANDING CONDOMINIUM, PHASE II
VOLUSIA COUNTY, FLORIDA

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SUBSEQUENT DEVELOPER CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA

RE: Eagles' Landing Condominium

The undersigned, being the attorney for Community Concepts, Inc., does hereby certify, for use as evidence before the Division of Florida Land Sales, Condominiums and Mobile Homes or any Court of Law, that Community Concepts, Inc. is the developer of Eagles' Landing Condominium, Phase II, Units 8 and 9, and Phases III through VI, Route 1, Spruce Creek Airport, Daytona Beach, FL 32014, documents for Phases I and II which have previously been filed with the Division, and we have knowledge of the contents of said filing and that, except for the items contained in the Revised Prospectus, the Second Amendment to Declaration of Condominium, the Purchase Agreement, the 1986 Operating Budget, Joinder and Consent of Lender, Escrow Agreement and Receipt for Condominium Documents filed concurrently herewith, all items required by the Condominium Act to be filed with the Division are identical with those already on file for this condominium under identification number 1PU09496, except for changes in pagination.

Dated this 15 day of May, 1986.

COMMUNITY CONCEPTS, INC.

By: 

John S. Norton, Jr., Esquire
Attorney for Developer


DEVELOPER INFORMATION

- (27) If the developer has offered for sale or lease residential condominium units described by the attached documents for which there is a filing requirement prior to this filing being submitted to the Division, copies of these contracts are attached so that the Division may assure that all documents are in a proper form which purchasers are entitled to.
- (28) If the developer has closed on any contracts for sale, or contracts for lease with a lease period of more than five (5) years, prior to notification by the Division that the filing is proper or presumed proper, copies of those contracts and deeds, if deeded, are attached so that the Division may assure that all documents are in proper form which purchasers are entitled to.
- (29) Is the information contained herein true and correct as of the date hereof and no material facts requested have been omitted to the best of your knowledge?

Yes X No

Community Concepts, Inc.

(Type or Print Name)


(Signature of Developer/Agent)
John S. Norton, Jr., Esquire

Attorney for Developer

(Title)

May 14, 1986

(Date)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS REGULATION
DIVISION OF FLORIDA LAND SALES AND CONDOMINIUMS

FILING STATEMENT FOR SUBSEQUENT PHASE(S)

The filing fee of \$10.00 for each residential unit in the phase(s) being filed by the developer as provided by ss. 718.502(3), F.S., must accompany this Statement. If more than one phase is being submitted, attach separate sheets as needed to respond to all questions.

NOTE: If the amendments adding the phase(s) are not yet recorded, the developer should submit the recording information to the Division within 30 days of its recordation.

FOR STAFF USE ONLY

I.D. No. _____ Recommended _____
Fees Received \$ _____ Reviewed By _____
Form Review _____

- (1) Name of Condominium Eagles' Landing Condominium
Street Address Route 1, Fly-In Spruce Creek, Unit 1
City Daytona Beach County Volusia State Florida Zip 32019
(2) Initial Division Identification Number: 1PU09496 - Prior Developer's #
(3) Identification of phase(s) being filed: III
(4) Name of Developer/Owner Community Concepts, Inc.
Address 661 Beville Road
City South Daytona County Volusia State Florida Zip 32019
Telephone (904) 788-8742
(5) What is the anticipated completion date for each phase being filed? _____
December 31, 1986
(6) What is the total number of residential units in each phase being filed? _____
Four (4) (In addition, 2 units of Phase II will be completed at this time.)
(7) Identify documents filed with the initial phase which have been amended or changed with reference to the phase(s) being filed: Successor Developer Filing of complete documents.
(8) Is the amendment to the Declaration of Condominium adding the phase(s) recorded?
Yes _____ No x
If Yes, please provide the following information:
Date Recorded _____ Book _____ Page _____
County where recorded _____
(9) If the developer has offered for sale or lease residential condominium units described by the attached documents for which there is a filing requirement prior to this filing being submitted to the Division, copies of all those contracts are attached so that the Division may assure that all documents are in proper form which purchasers are entitled to. None
(10) If the developer has closed on any contracts for sale, or contracts for lease with a lease period of more than five (5) years, prior to notification by the Division that the filing is proper or presumed proper, copies of those contracts and deeds, if deeded, are attached so that the Division may assure that all documents are in a proper form which purchasers are entitled to.
(11) Is the information contained herein true and correct as of the date hereof and no material facts requested have been omitted to be best of your knowledge?
Yes x No _____

Community Concepts, Inc.

(Type or Print Name)



(Signature of Developer/Agent)

John S. Norton, Jr.

Specific Authority 718.501(1)(d), F.S. Law Implemented 718.503(3), F.S. History-
New 11-15-77, Amended 7-29-80.

Attorney for Developer

(Title)

May 14, 1986

(Date)

(14) Is this condominium in a development that contains other types of home ownership such as single family detached homes or townhouses?

(Planned Unit Development)

Yes X No

(15) What other legal condominium type not specified in questions 9 through 14 might characterize this condominium?

(Leasehold, for example)

N/A

RECORDING INFORMATION

(16) Is the Declaration of Condominium recorded?

Yes X No

If yes, please provide the following information:

Amended and restated Declaration

Date Recorded Feb. 10, 1984

Book 2535

Page 1766 et seq.

County Where Recorded Volusia, Florida

CONSTRUCTION INFORMATION

(17) If the construction or remodeling, landscaping and furnishing of the condominium property are not substantially complete in accordance with s. 718.202, F.S., what is the anticipated completion date?

December 31, 1986

SHARED FACILITIES

(18) Does this condominium share recreational or other facilities with other condominiums for which unit owners are assessed?

No

May share facilities with 6 future single family residences. See Prospectus.

(19) If the answer to question #18 is yes, is the total number of units in all condominiums that will share facilities greater than 20?

Yes No X

MANAGEMENT INFORMATION

(20) Does this association operating this condominium employ professional management?

Yes No X

If yes, please answer a, b, c and d below.

(a) Is there a written management contract?

Yes No

(b) Is the management provided by a company?

Yes No

(c) Is the developer of this condominium affiliated with the professional management?

Yes No

(d) Is there a resident manager?

Yes No

LEASE INFORMATION

- (21) Are any units within this condominium subject to a recreational facilities lease? Yes___ No X

If yes, please answer a below.

If no, please answer b below.

- (a) Does the lease have an escalation clause tied to a nationally recognized price index? Yes___ No___
- (b) If units in this condominium are not presently subject to a lease, was there ever a recreational facilities lease that contained such an escalation clause? Yes___ No X
- (22) Are units in this condominium subject to a land lease?
- (a) Does the land lease have an escalation clause tied to a nationally recognized price index?
- (b) If units in this condominium are not presently subject to a lease, was there ever a land lease that contained such an escalation clause? Yes___ No X

FINANCIAL INFORMATION

- (23) Is the developer obligated under any mortgage encumbering this development? Yes X No___

If yes, please provide the following information:

Name of Lender Sun Bank of Volusia County

Address 120 South Ridgewood Avenue City Daytona Beach

State Florida Zip 32014 Telephone (904) 255-4400

MISCELLANEOUS INFORMATION

- (24) Is there a sales brochure for this condominium offering? Yes___ No___
In preparation. Draft Enclosed.
- (25) As a condition of ownership, are unit owners in this condominium required to join a club such as a golf or tennis club? They must join the Spruce Creek Owners Association. Yes___ No___
See Prospectus.
- (26) What is the date of the annual meeting of the association for this condominium? First Tuesday of November

- (2) Name of Developer/Owner Community Concepts, Inc.
Address 661 Beville Road City South Daytona
County Volusia State Florida Zip 32019
Telephone (904) 788-8742
- (3) Developer's Attorney/Agent John S. Norton, Jr., Esquire
Leonhardt & Upchurch, P.A.
Address 213 Silver Beach Avenue City Daytona Beach
County Volusia State Florida Zip 32018
Telephone (904) 257-1100
- (4) Name of Condominium Association Eagles' Landing, Inc.
Address Spruce Creek Airport, Route 1 City Daytona Beach
County Volusia State Florida Zip 32019
Telephone (904) 788-8742

UNIT INFORMATION

- (5) What is the total number of units in the condominium, as described in the Declaration of Condominium (if a phase condominium filing pursuant to s. 718.403, F.S., the total number of units in phases)? 31 in all phases
- (6) If a phase condominium pursuant to s. 718.403, F.S., what is the total number of units in the phases (s) being ~~built~~ filed? 6 *
- (7) Have residential units been offered for sale in this condominium by another developer? Yes X No
- (8) What is the number of units to be sold by the developer submitting this statement? 23
- (9) Is this condominium in a development that contains more than one condominium? (Multi Condominium) Yes No X
If yes, please answer a, b and c below.
- (a) Does each separate condominium have its own association? Yes No
- (b) Is there only one association that operates all the condominiums? Yes No
- (c) Are there both a separate association for each condominium and a master/umbrella association? Yes No
- (10) Does this condominium contain time-share or interval ownership units? (Time-Share Condominium) Yes No X
- (11) Is this condominium a conversion of existing, previously occupied improvements? (Conversion Condominium) Yes No X
- (12) Is this a phase condominium pursuant to the requirements of s. 718.403, F.S.? (Phase Condominium) Yes X No
- (13) Are there units in this condominium that are unimproved parcels of land? (Land Condominium) Yes No X

* Question 6 continued - Two units are to be built in Phase II which was previously filed by the prior developer. Phase III, consisting of four units is submitted as part of this filing.

Condominium Filing Statement
STATE OF FLORIDA
DEPARTMENT OF BUSINESS REGULATION
DIVISION OF FLORIDA LAND SALES AND CONDOMINIUMS
725 South Bronough Street
Tallahassee, Florida 32301
Telephone (904) 488-0742

The filing fee of \$10.00 for each residential unit to be sold by the developer as provided by ss. 718.502 (3), F.S., must accompany this statement. If the offering is a phase condominium, pursuant to s. 718.403, F.S., the fee shall be paid as each phase is filed with the Division. A developer may submit more than one phase with this initial filing statement by identifying those additional phases after the name of the condominium.

NOTE: If the Declaration of Condominium is not yet recorded, the developer should submit the recording information to the Division within 30 days of its recordation.

FOR STAFF USE ONLY

Prospectus _____ Plot Plan _____ I.D. No. _____

Declaration _____ Floor Plan _____ Fee Rec'd \$ _____

Articles _____ Budget _____ Form Review _____

By-Laws _____ Receipt Form _____ Recommended _____

Contract _____ Reviewed by _____

(1) Name of Condominium Eagles' Landing Condominium

Street Address Route 1, Fly-In Spruce Creek

City South Daytona County Volusia State Florida Zip 32019

FILING CHECKLIST

EAGLES' LANDING CONDOMINIUM

	Executed Copy Enclosed	Copy of Proposed Instrument Enclosed	N/A No Such Instrument to be Used	Will Be Submitted As An Amendment
Prospectus Text				
Declaration of Condominium	Recorded			
Articles of Incorporation	Recorded			
Certificate of Incorporation	Recorded			
By-Laws	Recorded			
Estimated Operating Budget		X		
Form of Agreement For Sale or Lease		X		
Receipt For Condo- minium Documents		X		
Escrow Agreement	X			
Plot Plan		X		
Floor Plan		X		
Survey		X		
Management and Maintenance Contracts			X	
Ground Lease			X	
Form of Unit Lease if a Leasehold			X	
Lease or Agreement and Other Documents For Use of Recreation Facilities or Property			X	
Declarations of Servitude			X	
Conversion Inspection Report			X	
Termite Inspection Report			X	
Covenants and Restrictions	X			
Rules and Regulations		X		
Sales Brochure		X (Rough Draft)		

LAW OFFICES OF
LEONHARDT, UPCHURCH & PARSONS, P.A.
ATTORNEYS & COUNSELORS AT LAW

May 16, 1986

213 SILVER BEACH AVENUE
POST OFFICE BOX 2134
DAYTONA BEACH, FLORIDA 32015
TELEPHONE (904) 257-1100

JOHN J. UPCHURCH
FREDERICK W. LEONHARDT
PAUL N. UPCHURCH **
WILLIAM A. PARSONS
THEODORE R. DORAN
JOHN S. NORTON, JR. ***
TERRENCE M. WHITE
*ALSO ADMITTED IN NORTH CAROLINA
**ALSO ADMITTED IN NEW JERSEY
***ALSO ADMITTED IN NEW YORK

OUR REFERENCE

600859
C124

Ms. Nancy Plezia
Vice President
Community Concepts, Inc.
661 Beville Road
South Daytona, FL 32014

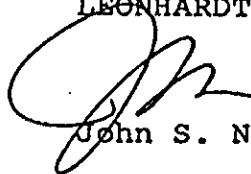
Dear Nancy:

RE: Eagles' Landing Condominium
Successor Developer Filing

Enclosed is a complete copy of the documents which were sent yesterday via Federal Express to Tallahassee regarding Eagles' Landing Condominium Successor Developer Filing.

Sincerely,

LEONHARDT & UPCHURCH, P.A.


John S. Norton, Jr.

JSN/sbn
NLGE533

Enclosures

HAND DELIVERED

STATE OF FLORIDA



DEPARTMENT OF BUSINESS REGULATION
THE JOHNS BUILDING
725 SOUTH BRONOUGH STREET
TALLAHASSEE, FLORIDA 32301-1927

Bob Graham, Governor

Richard B. Burroughs, Jr.,
Secretary

May 16, 1986

E. James Kearney, Director
Division of Florida Land Sales,
Condominiums & Mobile Homes

Mr. John S. Norton, Jr.
Leonhardt, Upchurch & Parsons, P.A.
Post Office Box 2134
Daytona Beach, Florida 32015

RE: EAGLES' LANDING CONDOMINIUM, PHASES II AND III
COMMUNITY CONCEPTS, INC.
1PU09496-3

Dear Mr. Norton:

The documents for the above referenced condominium were received in acceptable form for the examination process on May 16, 1986. The Division will now examine the content of the filing as required by Rule 70-17.05, F.A.C.

Within 45 days from May 16, 1986, you will be receiving another notice from the Division regarding the results of the content examination. Pursuant to Rule 70-17.01, F.A.C., offerings to the public may be made during the examination period; however, the developer shall not close on contracts for sale or lease of a unit for more than five years until the Division notifies the developer of filing acceptance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lee Harris".

Ms. Lee Harris, Clerk
Bureau of Condominiums

lh

cc: COMMUNITY CONCEPTS, INC.
661 Beville Road
South Daytona, FL 32019

Office of the Secretary

Division of Hotels & Restaurants

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales,
Condominiums & Mobile Homes

Division of Pari-Mutuel Wagering
1350 N.W. 12th Avenue, Room 332
Miami, Florida 33136

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans, and specifications, made available for inspection.

Name of Condominium: EAGLES' LANDING CONDOMINIUM

Address of condominium: ROUTE 1, DAYTONA BEACH, FLORIDA 32014

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium (including Amendment and Second Amendment)	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	N/A
Phase Development Description (See 718.503(2)(k) and 504(14))	
Lease of Recreational and Other Facilities to be used by Unit Owners with Other Condominiums (See 718.503(2)(h))	N/A
Description of Management for Single Management of Multiple Condominiums (See 718.503(2)(k))	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement (copy)	
Plans and Specifications	Made Available

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this ____ day of _____, 19__.

Purchaser or Lessee

Purchaser or Lessee

refusal of access and use shall be in addition to such other remedies, legal or equitable, as may be available to the Association.

ARTICLE XII ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against the owners of all units and said units. The making and collection of assessments for common expenses shall be pursuant to the By-Laws and the following provisions:

12.1 Assessments. Common expenses and reserves shall be allocated among the units in accordance with the percentages set forth in Exhibit B. Unit owners shall be specially assessed each month for the cost of repair or replacement of any sprinkler heads located within the boundaries of their respective units (even though the sprinkler system is deemed to be part of the common property of the condominium). Regular monthly assessments shall remain uniform throughout a fiscal year. Therefore, if a new phase is submitted after the beginning of a fiscal year, each unit in the phase submitted shall be subject to the same monthly assessment in effect at the time of submission for all other units in phases previously submitted. Units owned by Developers in a newly submitted phase shall be subject to the Developers' temporary exemption, as set forth in §5.3 of this Declaration.

12.2 Payments. Regular annual assessment shall be payable in monthly installments due in advance on or before the first day of each month. 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 fifteen percent (15%). 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 annual assessment as to that delinquent owner due and payable in full.

12.3 Lien for Assessments. The Association shall have a lien on each unit 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 unit, 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 unit shall be required to pay a reasonable rental for the unit 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 a