

ARTICLE XIV  
AMENDMENT OF DECLARATION OF CONDOMINIUM

Subject to the provisions hereinafter set forth and the requirements of Chapter 718, this Declaration of Condominium may be amended in the following manner:

*markedly* 14.1 Amendment to Reflect Completion of Phase II Improvements. At the time of execution and recording of this Declaration, the improvements constituting Phase I are not substantially complete. The Developers reserve the right to amend the Declaration to reflect substantial completion of such improvements by executing and recording an amendment which complies with 5718.104(4)(e), Florida Statutes; and such amendment shall not require the approval, consent or joinder of the Association, any unit owner or mortgage holder or any other person or entity.

*markedly* 14.2 Amendment to Submit Additional Phases. Pursuant to 5718.403(6), Florida Statutes, the Developers reserve the right to amend and reamend the Condominium Documents to submit future phases of Eagles' Landing to condominium ownership, and such amendment shall not require the approval, consent or joinder of the Association, any unit owner or mortgage holder or any other person or entity.

*markedly* 14.3 Amendments Required by Lenders. The Developers reserve the right to amend the Declaration or any Exhibit thereto to meet the reasonable requirements of any lender which has committed to the making of an Institutional Mortgage on any unit, and such amendment shall not require the approval, consent or joinder of the Association, any unit owner, mortgage holder or other person or entity unless such amendment alters the percentage of common elements and common surplus appurtenant to any unit or any unit's share of the common expenses, in which case written consent would be required from all owners and mortgagees of units whose percentage or share would be altered.

*markedly* 14.4 Other Amendments by Developers. Developers reserve the right to amend this Declaration and the Exhibits thereto, (including the right to change the interior design and arrangement of all units to which Developers have title) with only such joinders and/or consents and compliance with such procedures as may be required by those provisions of the Condominium Act (now Chapter 718) as may exist at the time the amendment is made.

*markedly* 14.5 Articles of Incorporation and By-Laws. Said documents may be amended in accordance with subsection 14.4 above or the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of subsection 14.6 hereof, provided however that, in the event that an amendment of the Articles of Incorporation or By- Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended), then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

*markedly* 14.6 Declaration. An amendment or amendments to this Declaration of Condominium other than as set forth in subsections 14.1 through 14.5 of this Article may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by the owners of the majority of the units within the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each

member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the members of the Association in order for such amendment or amendments to become effective. At any meeting the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy.

#### ARTICLE XV REMEDIES IN EVENT OF DEFAULT

The owner or owners of each unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as they may be amended from time to time. A default by the owner or owners of any unit shall entitle the Association or the owner or owners of any other unit or units to the following relief:

15.1 Grounds for Relief. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a unit.

15.2 Negligence. The owner or owners of each unit 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, or his or their guests, employees, agents or lessees, 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 a unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

15.3 Attorney's Fees. In a proceeding arising because of an alleged default by the owner of any unit, the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the Court.

15.4 No Waiver. The failure of the Developers, or of the Association, or of the owner of a unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of the Developers, the Association or the owner of a unit to enforce such right, provision, covenant or condition in the future.

15.5 Cumulative Remedies. All rights, remedies and privileges granted to the Association or the owner or owners of a unit pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights,

remedies, or privileges as may be available to such party at law or in equity.

ARTICLE XVI  
RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of the Developers reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable in whole or in part by the Developers, and may be exercised by the nominee of the Developers and/or exercised by any person designated by the Developers to succeed to such right or rights and by any person or entity becoming a successor to the Developers by operation of law.

ARTICLE XVII  
USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM  
TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS  
OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and all documents appurtenant hereto and incorporated herewith, and the acquisition or rental of any unit, or the occupancy of any unit shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ARTICLE XVIII  
SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

IN WITNESS WHEREOF, La Cuarta Ola II, Incorporated, and CSB Eagles Corporation have caused these presents to be executed and their respective corporate seals to be affixed this 10<sup>th</sup> day of February, A.D. 1984.

Witnesses:

LA CUARTA OLA II, INCORPORATED

By: James Jr  
President

CSB EAGLES CORPORATION

By: John T. Williams  
Vice President

STATE OF FLORIDA

COUNTY OF VOLUSIA

On this 10<sup>th</sup> day of February, 1984, personally appeared before me, James Jr, President of La Cuarta Ola II, Incorporated, to me known to be the person who executed the foregoing

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Declaration on behalf of said corporation, and he duly acknowledged to me that he executed said Declaration on behalf of said corporation for the purposes therein expressed.

*Ron C. Schmidt*  
Notary Public, State of Florida  
at Large  
My Commission Expires: 6-20-87

STATE OF FLORIDA

COUNTY OF VOLUSIA

On this 15<sup>th</sup> day of November 1984, personally appeared before me, John C. Schmidt, Vice President of CSB Eagles Corporation, to me known to be the person who executed the foregoing Declaration on behalf of said corporation, and he duly acknowledged to me that he executed said Declaration on behalf of said corporation for the purposes therein expressed.

*(Signature)*  
Notary Public, State of Florida  
at Large  
My Commission Expires:

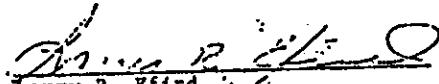
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SURVEYOR'S CERTIFICATE VOLUSIA COUNTY  
FLORIDA

The undersigned, a licensed surveyor authorized to practice in the  
State of Florida, hereby certifies as follows:

1. The survey appearing on Sheet 1 of Exhibit A to this Amended and Restated Declaration of Condominium of Eagles' Landing Condominium is a survey of the real property constituting Phase I and Phase II and of the real property constituting proposed Phases III through VI. The site plan appearing on Sheet 2 of Exhibit A is an accurate depiction of the improvements located in Phase I which are complete, and Sheets 2 and 3 of Exhibit A accurately depict the proposed improvement in Phases II through VI, none of which are complete.
2. The material contained in this Exhibit "A" together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of the improvements located in Phase I, the proposed improvements to be located in Phase II and the proposed improvements to be located in proposed Phases III through VI, so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

DATED: 2/11/87

  
Larry R. Efird  
R.L.S. #2833, State of Florida

## PHASE I - LEGAL DESCRIPTION

A PORTION OF LOTS M-215 AND M-216, FLY-IN SPRUCE CREEK INC. SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGIN AT THE SOUTHWEST CORNER OF SAID LOT M-215; THENCE NORTH 00°29'58" WEST ALONG SAID LOT M-215 A DISTANCE OF 282.64 FEET; THENCE NORTH 51°55'20" EAST A DISTANCE OF 76.14 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 72.24 FEET; THENCE SOUTH 30°04'40" FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 51°49'50" WEST A DISTANCE OF 26.15 FEET; THENCE SOUTH 00°29'58" EAST A DISTANCE OF 163.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT M-215; THENCE SOUTH 51°44'05" WEST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

## PHASE II - LEGAL DESCRIPTION

A PORTION OF LOTS M-215 AND M-216, FLY-IN SPRUCE CREEK INC. SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGIN AT THE SOUTHEAST CORNER OF SAID LOT M-215; THENCE SOUTH 51°44'05" WEST ALONG THE SOUTHEASTERLY LINE OF LOT M-215 A DISTANCE OF 267.88 FEET; THENCE NORTH 00°29'58" WEST A DISTANCE OF 163.95 FEET; THENCE NORTH 51°49'50" EAST A DISTANCE OF 26.15 FEET; THENCE NORTH 39°04'40" WEST A DISTANCE OF 80 FEET; THENCE NORTH 51°44'05" FEET; THENCE NORTH 00°29'58" WEST A DISTANCE OF 90 FEET; EAST A DISTANCE OF 25 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 145.00 FEET; THENCE SOUTH 00°29'58" EAST A DISTANCE OF 50 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 122.07 FEET TO A POINT, SAID POINT ON CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 494.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) AN ARC DISTANCE OF 122.11 FEET AND HAVING A CENTRAL ANGLE OF 14°09'17" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 939.69 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF TAXIWAY ECHO ON SAID CURVE AN ARC LENGTH OF 20.89 FEET AND HAVING A CENTRAL ANGLE OF 01°16'23" TO THE POINT OF BEGINNING.

## PHASE III - LEGAL DESCRIPTION (PROPOSED)

A PORTION OF LOTS M-215, M-216 AND M-217, FLY-IN SPRUCE CREEK INC. SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT M-216 SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2297.43 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) ON SAID CURVE AN ARC LENGTH OF 5.37 FEET HAVING A CENTRAL ANGLE OF 00°08'02" TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE CONTINUE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) ON SAID CURVE AN ARC LENGTH OF 43.87 FEET AND HAVING A CENTRAL ANGLE OF 01°05'39" TO A POINT OF A REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 494.26 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TAXIWAY ECHO ON SAID CURVE AN ARC LENGTH OF 197.19 FEET AND HAVING A CENTRAL ANGLE OF 22°51'31" TO A POINT; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 122.07 FEET; THENCE NORTH 00°29'58" WEST 238.94 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 113.02 FEET TO THE POINT OF BEGINNING.

## PHASE IV - LEGAL DESCRIPTION (PROPOSED)

A PORTION OF LOTS M-215, M-216 AND M-217 FLY-IN SPRUCE CREEK INC., SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGIN AT THE SOUTHWEST CORNER OF SAID LOT M-216; THENCE NORTH 00°29'58" WEST ALONG THE WESTERLY LINE OF SAID LOT M-216 AND M-217 A DISTANCE OF 285.68 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 100 FEET; THENCE NORTH 53°14'48" EAST A DISTANCE OF 93.01 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 72.39 FEET; THENCE SOUTH 00°29'58" EAST A DISTANCE OF 198.94 FEET; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 145.00 FEET; THENCE SOUTH 00°29'58" EAST A DISTANCE OF 90 FEET; THENCE SOUTH 51°44'05" WEST A DISTANCE OF 25 FEET; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 22.24 FEET; THENCE SOUTH 51°55'20" WEST A DISTANCE OF 76.14 FEET TO THE POINT OF BEGINNING.

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PHASE V - LEGAL DESCRIPTION (PROPOSED)

A PORTION OF LOTS M-216 AND M-217 FLY-IN SPRUCE CREEK INC., SUBDIVISION UNIT I, AS RECORDED IN MAP BOOK 33, PAGE 101 THROUGH 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGIN AT THE NORTHWEST CORNER OF SAID LOT M-217; THENCE NORTH 09°12'41" EAST ALONG THE NORTHERLY LINE OF SAID LOT M-217 A DISTANCE OF 140.78 FEET TO THE NORTHEAST CORNER SAID POINT BEING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2297.43 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) ON SAID CURVE AN ARC LENGTH OF 126.29 FEET AND HAVING A CENTRAL ANGLE OF 63°08'58"; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 185.41 FEET; THENCE SOUTH 53°14'48" WEST A DISTANCE OF 93.01 FEET; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 100 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT M-217; THENCE NORTH 08°29'58" WEST ALONG THE WESTERLY LINE OF SAID LOT M-217 A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING.

PHASE VI - LEGAL DESCRIPTION (PROPOSED)

ALL OF LOT M-218 FLY-IN SPRUCE CREEK INC., SUBDIVISION, UNIT I, AS RECORDED IN MAP BOOK 33, PAGE 103 THROUGH 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

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## EXHIBIT B

SCHEDULE OF SHARE OF COMMON ELEMENTS,  
COMMON SURPLUS AND COMMON EXPENSE  
APPURTENNANT TO EACH UNITPHASES I AND II

UNIT NUMBER	TYPE	FRACTIONAL SHARE				
		PHASES I - II	PHASES I - III	PHASES I - IV	PHASES I - V	PHASES I - VI
1	A	1/9	1/13	1/19	1/25	1/31
2	B	1/9	1/13	1/19	1/25	1/31
3	C	1/9	1/13	1/19	1/25	1/31
4	C	1/9	1/13	1/19	1/25	1/31
5	C	1/9	1/13	1/19	1/25	1/31
6	C	1/9	1/13	1/19	1/25	1/31
7	C	1/9	1/13	1/19	1/25	1/31
8	C	1/9	1/13	1/19	1/25	1/31
9	C	1/9	1/13	1/19	1/25	1/31

Annotated to "C-2"  
(Exhibit XVII, p. 54)

PHASE III

UNIT NUMBER	FRACTIONAL SHARE			
	PHASES I - III	PHASES I - IV	PHASES I - V	PHASE VI
10 through 14 inclusive (There is no Unit No. 13)	1/13	1/19	1/25	1/31

PHASE IV

UNIT NUMBER	FRACTIONAL SHARE		
	PHASES I - IV	PHASES I - V	PHASE VI
15 through 20 inclusive	1/19	1/25	1/31

PHASE V

UNIT NUMBER	FRACTIONAL SHARE	
	PHASES I - V	PHASE VI
26 through 37 inclusive	1/25	1/31

PHASE VI

UNIT NUMBER	FRACTIONAL SHARE	
	PHASE VI	
27 through 31 inclusive	1/31	

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Exhibit C to the Declaration of Condominium of Eagles' Landing Condominium is the Articles of Incorporation of Eagles' Landing, Inc. These Articles, recorded in Official Records Book 2354, page 372, et seq., Public Records of Volusia County, Florida, are incorporated herein by reference. See pp. 71 through 77 of *Prospectus for test*

Exhibit D to the Declaration of Condominium of Eagles' Landing Condominium is the By-Laws of Eagles' Landing, Inc. These By-Laws, recorded in Official Records Book 2354, page 380, et seq., Public Records of Volusia County Florida, are incorporated herein by reference. See pp. 79 through 86 of *Prospectus for test*

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TERMINATION OF DECLARATION OF CONDOMINIUM  
AS TO A PART OF PHASE ONE OF EAGLES LANDING CONDOMINIUM;  
CONSENT TO AMENDMENT TO DECLARATION OF CONDOMINIUM AND QUIT-CLAIM DEED

The undersigned, owner of Unit 4, Eagles Landing Condominium, as per the Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consents to and joins in the termination of the Declaration of Condominium and the Plan of Condominium Ownership as to the following described portion of Phase I only, to wit:

A portion of Eagles Landing Condominium, Phase I, as per Declaration of Condominium recorded in Official Record Book 2354, page 347, Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by Amendment recorded in Official Records Book 2406, page 801, Public Records of Volusia County, being more particularly described as follows: Commence at the northwest corner of Lot M-215, Fly-in Spruce Creek Subdivision, Unit I, as recorded in Map Book 33, pages 103 through 108, inclusive, Public Records of Volusia County, Florida; thence North 51°55'20" East, 76.14 feet to the point of beginning; thence continue North 51°55'20" East, 13.56 feet; thence South 38°04'40" East, 10.43 feet; thence Southerly 89°30'02" West, 22.24 feet to the point of beginning.

and the undersigned, hereby remises, releases and quit-claims unto La Cuarta Ola II, Inc., all of his right, title and interest in and to the above described parcel.

The undersigned further consents to and joins in an amendment of the Declaration of Condominium to delete the above described property from Phase I of the condominium and to include said property in proposed Phase IV.

Dated as of this 31 day of December, 1983.

Witnesses:

F. Meyer  
G. Macie, M.C.U.S.

G. H. Meyer  
A. H. Meyer

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31 day of December, 1983, by A. H. Meyer.

Notary Public, State of Florida  
at Large  
My Commission Expires:

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CONSENT TO AMENDMENT TO DECLARATION OF  
CONDONINIUM OF EAGLES LANDING CONDOMINIUM

The undersigned, owner of Unit 4, Eagles Landing Condominium, as per Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consents to and joins in an amendment of the Declaration of Condominium to add CSB Eagles Corporation as a joint developer of proposed Phases II-VI of said condominium and to the amendment of Exhibit A to the Declaration and such other portions of the Declaration as may be necessary to conform the same to the drawings attached hereto and made a part hereof.

Dated as of this 31 day of December, 1965.

**Witnesses:**

Frances  
P. Maria McGee

~~37777.00~~

A. H. Meyer

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day  
of December, 1983, by A. H. Meyer.

Notary Public, State of Florida  
at Large  
My Commission Expires:

THE STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
THE FLORIDA BUREAU OF INVESTIGATION

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DOCK  
VOLUSIA CO.  
FLA.

TERMINATION OF DECLARATION OF CONDOMINIUM  
AS TO A PART OF PHASE ONE OF EAGLES LANDING CONDOMINIUM;  
CONSENT TO AMENDMENT TO DECLARATION OF CONDOMINIUM AND QUIT-CLAIM DEED

The undersigned, owner of Unit 1, Eagles Landing Condominium, as per the Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consents to and joins in the termination of the Declaration of Condominium and the Plan of Condominium Ownership as to the following described portion of Phase I only, to wit:

A portion of Eagles Landing Condominium, Phase I, as per Declaration of Condominium recorded in Official Record Book 2354, page 347, Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by Amendment recorded in Official Records Book 2406, page 801, Public Records of Volusia County, being more particularly described as follows: Commence at the northwest corner of Lot M-215, Fly-in Spruce Creek Subdivision, Unit I, as recorded in Map Book 33, pages 103 through 108, inclusive, Public Records of Volusia County, Florida; thence North 51°55'20" East, 74.14 feet to the point of beginning; thence continue North 51°55'20" East, 13.56 feet; thence South 38°04'40" East, 10.43 feet; thence Southerly 89°30'02" West, 22.24 feet to the point of beginning.

and the undersigned, hereby remises, releases and quit-claims unto La Cuarta Ola II, Inc., all of his right, title and interest in and to the above described parcel.

The undersigned further consents to and joins in an amendment of the Declaration of Condominium to delete the above described property from Phase I of the condominium and to include said property in proposed Phase IV.

Dated as of this 30th day of December, 1983.

Witnesses:

J. M. Slaughter  
T. R. Macie, Jr.

William C. Slaughter, Jr.  
William C. Slaughter, Jr.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of December, 1983, by William C. Slaughter, Jr.

Notary Public, State of Florida  
at Large  
My Commission Expires:

Notary Public, State of Florida  
at Large  
My Commission Expires:

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CONSENT TO AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF EAGLES LANDING CONDOMINIUM

The undersigned, owner of Unit 1, Eagles Landing Condominium, as per Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consents to and joins in an amendment of the Declaration of Condominium to add CSB Eagles Corporation as a joint developer of proposed Phases II-VI of said condominium and to the amendment of Exhibit A to the Declaration and such other portions of the Declaration as may be necessary to conform the same to the drawings attached hereto and made a part hereof.

Dated as of this 30th day of December, 1983.

Witnesses:

Frank J. Slaughter  
RP Macie, M.L.C.

William C. Slaughter, Jr.  
William C. Slaughter, Jr.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of December, 1983, by William C. Slaughter, Jr.

William C. Slaughter, Jr.  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
NOVEMBER 1983  
WILLIAM C. SLAUGHTER, JR.

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TERMINATION OF DECLARATION OF CONDOMINIUM  
AS TO A PART OF PHASE ONE OF EAGLES LANDING CONDOMINIUM;  
CONSENT TO AMENDMENT TO DECLARATION OF CONDOMINIUM AND QUIT-CLAIM DEED

The undersigned, owners of Unit 2, Eagles Landing Condominium, as per the Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consent to and join in the termination of the Declaration of Condominium and the Plan of Condominium Ownership as to the following described portion of Phase I only, to wit:

A portion of Eagles Landing Condominium, Phase I, as per Declaration of Condominium recorded in Official Record Book 2354, page 347, Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by Amendment recorded in Official Records Book 2406, page 801, Public Records of Volusia County, being more particularly described as follows: Commence at the northwest corner of Lot M-215, Fly-in Spruce Creek Subdivision, Unit I, as recorded in Map Book 33, pages 103 through 108, inclusive, Public Records of Volusia County, Florida; thence North 51°55'20" East, 76.14 feet to the point of beginning; thence continue North 51°55'20" East, 13.56 feet; thence South 38°04'40" East, 10.43 feet; thence Southerly 89°30'02" West, 22.24 feet to the point of beginning.

and the undersigned, hereby remise, release and quit-claim unto La Cuarta Ola II, Inc., all of their right, title and interest in and to the above described parcel.

The undersigned further consent to and join in an amendment of the Declaration of Condominium to delete the above described property from Phase I of the condominium and to include said property in proposed Phase IV.

Dated as of this 31 day of December, 1983

Witnesses:

James R. Tennstedt  
R. Bruce McGee

Charles R. Tennstedt  
Charles R. Tennstedt  
Nancy J. Tennstedt  
Nancy J. Tennstedt

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31 day of December, 1983, by Charles R. Tennstedt and Nancy J. Tennstedt.

Charles R. Tennstedt  
Notary Public, State of Florida  
at Large  
My Commission Expires:

23351795

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

CONSENT TO AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF EAGLES LANDING CONDOMINIUM

The undersigned, owners of Unit 2, Eagles Landing Condominium, as per Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consent to and join in an amendment of the Declaration of Condominium to add CSB Eagles Corporation as a joint developer of proposed Phases II-VI of said condominium and to the amendment of Exhibit A to the Declaration and such other portions of the Declaration as may be necessary to conform the same to the drawings attached hereto and made a part hereof.

Dated as of this 31 day of December, 1983

Witnesses:

Charles R. Tennstedt  
Phyllis McGee

Charles R. Tennstedt  
Nancy J. Tennstedt

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31 day of December, 1983, by Charles R. Tennstedt and Nancy J. Tennstedt.

Janet Bird  
Notary Public, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
NO. 50-100000000000000000  
EXPIRES DECEMBER 31, 1984

25351795

BOOK PAGE  
VOLUSIA COUNTY  
FLA. 17

TERMINATION OF DECLARATION OF CONDOMINIUM  
AS TO A PART OF PHASE ONE OF EAGLES LANDING CONDOMINIUM;  
CONSENT TO AMENDMENT TO DECLARATION OF CONDOMINIUM AND QUIT-CLAIM DEED

The undersigned, owners of Unit 3, Eagles Landing Condominium, as per the Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consent to and join in the termination of the Declaration of Condominium and the Plan of Condominium Ownership as to the following described portion of Phase I only, to wit:

A portion of Eagles Landing Condominium, Phase I, as per Declaration of Condominium recorded in Official Record Book 2354, page 347, Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by Amendment recorded in Official Records Book 2406, page 801, Public Records of Volusia County, being more particularly described as follows: Commence at the northwest corner of Lot M-215, Fly-in Spruce Creek Subdivision, Unit I, as recorded in Map Book 33, pages 103 through 108, inclusive, Public Records of Volusia County, Florida; thence North 51°55'20" East, 76.14 feet to the point of beginning; thence continue North 51°55'20" East, 13.56 feet; thence South 38°04'40" East, 10.43 feet; thence Southerly 89°30'02" West, 22.24 feet to the point of beginning.

and the undersigned, hereby remise, release and quit-claim unto La Cuarta Ola II, Inc., all of their right, title and interest in and to the above described parcel.

The undersigned further consent to and join in an amendment of the Declaration of Condominium to delete the above described property from Phase I of the condominium and to include said property in proposed Phase IV.

Dated as of this 31 day of February, 1983

Witness:

John D. Hansen

John D. Hansen

Deanna L. Hansen

Deanna L. Hansen

John N. Hansen

John N. Hansen

Mary E. Hansen

Mary E. Hansen

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1 day of February, 1983, by Jon D. Hansen and Deanna L. Hansen.

Notary Public, State of Florida  
at Large  
My Commission Expires:

25351797

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 11 day  
of January, 1983, by John N. Hansen and Mary E. Hansen.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF IOWA  
RENEWAL OF LICENSE MAY 1978  
EXPIRES MAY 1979

25351768

BOOK PAGE  
VOLUME 147

CONSENT TO AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF EAGLES LANDING CONDOMINIUM

The undersigned, owners of Unit 3, Eagles Landing Condominium, as per Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consent to and join in an amendment of the Declaration of Condominium to add CSB Eagles Corporation as a joint developer of proposed Phases II-VI of said condominium and to the amendment of Exhibit A to the Declaration and such other portions of the Declaration as may be necessary to conform the same to the drawings attached hereto and made a part hereof.

Dated as of this 21 day of December, 1983

Witness:

John D. Hansen  
Deanna L. Hansen  
William Colley Jr.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31 day of December, 1983, by Jon D. Hansen and Deanna L. Hansen.

John G. Pindell  
Notary Public, State of Florida  
at Large  
My Commission Expires:

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 31 day of December, 1983, by John N. Hansen and Mary E. Hansen.

Mary E. Hansen  
Notary Public  
My Commission Expires:

25351799

BOOK PAGE  
VOLUSIA COUNTY  
FLORIDA

MORTGAGEE'S CONSENT TO PARTIAL TERMINATION AND  
AMENDMENT OF DECLARATION OF CONDOMINIUM AND  
PARTIAL RELEASE OF MORTGAGE

The undersigned owner and holder of a mortgaged recorded in Official Records Book 2407, page 124, Public Records of Volusia County, Florida, encumbering Unit 1 of Eagles Landing Condominium as per the Declaration of Condominium and exhibits thereto recorded in Official Records Book 2354, page 347, et seq., Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by amendment recorded in Official Records Book 2406, page 801, et seq., Public Records of Volusia County, Florida (hereafter "the Declaration"), hereby consents to and joins in the termination of the Declaration of Condominium and the Plan of Condominium Ownership as to the following described property only, to wit:

A portion of Eagles Landing Condominium, Phase I, as per Declaration of Condominium recorded in Official Record Book 2354, page 347, Public Records of Volusia County, Florida, as amended to reflect completion of Phase I by Amendment recorded in Official Records Book 2406, page 801, Public Records of Volusia County, being more particularly described as follows: Commence at the northwest corner of Lot M-215, Fly-in Spruce Creek Subdivision, Unit I, as recorded in Map Book 33, pages 103 through 108, inclusive, Public Records of Volusia County, Florida; thence North 51°55'20" East, 76.14 feet to the point of beginning; thence continue North 51°55'20" East, 13.56 feet; thence South 38°04'40" East, 10.43 feet; thence Southerly 89°30'02" West, 22.24 feet to the point of beginning.

(the "Terminated Property"), and the undersigned hereby remises, releases, quit-claims and discharges the land and operation of such mortgage the Terminated Property, provided that nothing herein contained shall in any way impair, alter, or diminish the effect the land or encumbrance of the aforesaid mortgage on the remaining part of said mortgaged premises not specifically released hereby, or any of the rights and remedies of the holder thereof.

The undersigned further consents to and joins in an amendment of the Declaration of Condominium deleting the Terminated Property from Phase I of Eagles Landing Condominium and adding the same to proposed Phase IV of said condominium.

Dated as of this 23 day of JANUARY, 1981.

SUN BANK OF VOLUSIA COUNTY

By: Rick Von Harten

Attest: Barbara C. Ferguson

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that a copy of the foregoing has been furnished by U.S. Mail this 23rd day of January, 1981 by Rick Von Harten and Margaret C. Ferguson, Vice-Presidents respectively, of Sun Bank of Volusia County, a Florida banking corporation.

Barbara C. Ferguson  
Notary Public, State of Florida  
at Large  
My Commission Expires:

Exhibit A to this Amendment  
is recorded in Map Book 40,  
pages 47 and 52-58.

AMENDMENT TO AMENDED AND  
RESTATE DECLARATION OF CONDOMINIUM OF  
EAGLES' LANDING CONDOMINIUM

WHEREAS, the Declaration of Condominium of Eagles' Landing Condominium recorded in Official Records Book 2354, Page 347, et seq., Public Records of Volusia County, Florida, was replaced and supplanted by that certain Amended and Restated Declaration of Condominium of Eagles' Landing Condominium dated February 10, 1984, recorded in Official Records Book 2535, Page 1766, et seq., Public Records of Volusia County, Florida; and

WHEREAS, La Cuarta Ola II, Incorporated, a Florida corporation, and CSB Eagles Corporation, a Florida corporation, hereinafter jointly referred to as "Developers" desire to amend the Declaration of Condominium of Eagles' Landing Condominium; and

WHEREAS, attached hereto are consents to this Amendment by the owners of the four (4) units in Phase I of Eagles' Landing Condominium and by Sun Bank of Volusia County, holder of a mortgage upon Unit 1; and

WHEREAS, by its execution of this Amendment, La Cuarta Ola II, Incorporated, as holder of a mortgage upon Unit 3, also evidences its consent.

NOW, THEREFORE, La Cuarta Ola II, Incorporated, and CSB Eagles Corporation, hereby amend the Declaration of Condominium of Eagles' Landing Condominium in the following respects (unless specifically otherwise provided, any reference herein to "the Declaration of Condominium of Eagles' Landing Condominium" or to "the Declaration" shall refer to and mean the Amended and Restated Declaration of Condominium recorded in Official Records Book 2535, Page 1766, et seq., Public Records of Volusia County Florida; page references refer to the page or pages in the Official Records Book in Volusia County, Florida where the section being amended is found; unless specifically otherwise provided, references to "Exhibit A" shall refer to and mean Exhibit A to the Amendment to Amended and Restated Declaration recorded concurrently herewith), to wit:

I. Section 2.3 of the Declaration of Condominium (pages 1766 and 1767), is hereby modified and amended by the addition thereto of the following language, as the last two sentences of said Section 2.3:

In the event that the parcel identified as Parcel "A" on pages 1 and 2 of Exhibit A to the Declaration of Condominium is later included in the condominium property, said land and the proposed improvements thereon (shown on page 9 of Exhibit A) will be included in the common elements, but may be subject to a right of usage in favor of the owners of Lots R-106 through R-111, inclusive, Fly-In Spruce Creek Subdivision, Unit I, their tenants and invitees as more fully set forth in Section 3.4 of the Declaration as amended by paragraph VIII herof.

II. The first sentence of the third paragraph of Section 3.1 of the Declaration of Condominium (page 1768), beginning with the words "purchasers of C-2 units" and ending with the words "pages 6, 7 and 8 of Exhibit A" is hereby amended to read as follows:

"Purchasers of C-2 units may elect at the time a sales contract is executed to have the Developers construct a pool not exceeding fourteen feet by twenty-five feet in the approximate location shown on page 6 of Exhibit A."

III. That portion of the first sentence of the fourth paragraph of Section 3.1 of the Declaration of Condominium (page 1768), beginning with the words "In addition to the walks" and ending with the words "will contain the following:" is hereby amended to read as follows:

"In addition to the drives and taxiways shown on pages 2 and 3 of Exhibit A, each Phase will contain the following:"

IV. Subparagraph B of Section 3.1 of the Declaration (page 1768), headed "Phase IV", is hereby amended by substituting a comma for the period and adding the following:

"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."

V. Subparagraph E of Section 3.1 of the Declaration of Condominium (page 1769), headed "Phase VI" is hereby amended to read as follows:

E. Phase VI

Phase VI, if submitted to condominium ownership, will contain six (6) units located in three (3) duplexes."

VI. Subparagraph (B) 3 of Section 3.4 of the Declaration of Condominium (page 1770), beginning with the words "3. A perpetual and non-exclusive easement" and ending with the words "constituting Phase IV." is hereby amended to read as follows:

"3. A perpetual and non-exclusive easement for ingress and egress and for airplane and other vehicular traffic over and upon the triangular area designated as "Access Easement Area No. 1" on pages 1 and 2 of Exhibit A. This easement shall provide access from Taxiway Delta to Phase I and the property constituting Phase IV."

VII. Subparagraph (B) 4 of Section 3.4 of the Declaration of Condominium (page 1770), beginning with the words "4. The area designated" and ending with the words "constituting Phases IV, V, and VI." is hereby amended to read as follows:

"4. The area designated on pages 1 and 3 of Exhibit A over a portion of Lot 111, Fly-In Spruce Creek Subdivision, Unit I, as "Access Easement Area No. 2" is a prospective easement area only. It is the Developers' present intention to grant a perpetual and non-exclusive easement for ingress and egress for airplanes and other vehicular traffic over this area at the time that Phase IV of Eagles' Landing Condominium is submitted to the condominium form of ownership, in order to provide access between Taxiway Delta and Taxiway Echo and from Taxiway Delta to the property constituting Phases III, IV, V and VI."

VIII. Section 3.4 of the Declaration of Condominium (page 1770) is amended by the addition thereto of the following subparagraph as subparagraph (I) of said section:

"(I.) It is the present intention of the Developers to allow the residents of Lots R-106 through R-111, Fly-In Spruce Creek Subdivision as per Map in Map Book 33, page 103 et seq, their tenants and invitees (hereafter "Lot Owners") to share with Eagles Landing Condominium residents in the use and enjoyment of the parcel of land designated as Parcel "A" on pages 1 and 2 of Exhibit A, if submitted to condominium ownership, and the improvements thereon. Use by Lot Owners of Parcel A shall be conditioned upon payment to the Condominium Association of the same amount levied by the Association against a Condominium unit owner for the expense of maintenance, operation, upkeep and

reserves attributable to Parcel A. If Developer elects to grant such rights to Lot Owners, easements of ingress and egress and rights of enjoyment to, from and in Parcel A will be granted on the terms set forth above. Use by Lot Owners shall be subject to the same rules and regulations from time to time applying to Eagles' Landing unit owners."

IX. Subparagraph B of Section 3.7 of the Declaration (page 1771) is amended by deleting the first two sentences thereof and substituting therefor the following:

"The owner of each condominium unit shall be a member of the Association. There shall be one vote appurtenant to each unit to be cast in the manner prescribed in the By-Laws of the Association."

X. Section 5.3 of the Declaration (page 1774), is amended to read as follows:

"5.3 Developers Temporary Exemption From Assessments.  
The Developer guarantees to each purchaser that the assessment for common expenses of the condominium imposed upon unit owners, which commenced with the filing of this Declaration and shall be in effect through December 31, 1985, will not exceed \$89.50 per month.

The period for which the Developer shall be excused from the payment of assessments on units which it owns, commenced with the filing of this Declaration and shall be in effect through December 31, 1985 (the period for which the maximum level of assessments is guaranteed by Developer), provided that during such period Developer shall pay the portion of common expenses incurred during that period which exceeds the amount assessed against other unit owners."

XI. Section 5.4 of the Declaration (page 1774), is amended by deleting the last three sentences of said section commencing "obligations include . . ." and substituting the following:

"obligations include the obligation to pay an assessment to Spruce Creek Property Owners Association, Inc. The assessment payable to Spruce Creek Property Owners Association, Inc. ("the SCPO assessment) by unit owner in Eagles' Landing will be the same as that payable by single family lot owner (currently \$150.00 per year in advance) until Phase V is submitted. After Phase V has been submitted and until Phase VI is submitted the SCPO assessment payable by each Eagles' Landing unit owner shall be 24/25ths of the assessment payable by single family lot owner. From and after the time Phase VI (the final phase) is submitted the SCPO assessment payable by each Eagles' Landing unit owner will be 32/31sts of the assessment payable by each single family lot owner."

XII. Article IX is amended by deleting Sections 9.1 and 9.2 (page 1778 and 1779) in their entirety, substituting therefor the following:

"9.1 Determination to Reconstruct or Repair. If the improvements are so seriously damaged that the cost of repair will, in the judgment of a majority of the Board of Directors, exceed 80% of total replacement cost or all improvements in the condominium, exclusive of excavation and foundation costs, then no buildings shall be reconstructed or repaired unless the owners of 75% of all units in the condominium and all mortgagees holding first mortgages on units in Grove Hamlet, a Condominium, shall, within 90 days after the casualty, agree in writing that the same shall be reconstructed and repaired."

and by renumbering Sections 9.3 through 9.7 (page 1779 and 1780) as 9.2 through 9.6, respectively.

XIII. Article XIII is amended by deleting in its entirety the second paragraph thereof (page 1785), referring to Section 9.2.

XIV. Article XIV is amended:

A) by deleting Section 14.1 in its entirety, and renumbering Sections 14.2 through 14.4 (page 1786) as Sections 14.1 through 14.3, respectively.

B) by deleting Section 14.5 (page 1786) in its entirety and substituting therefor the following:

"14.4 Articles of Incorporation and By-Laws. Said documents may be amended in accordance with subsection (d) above or the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of subsection (f) hereof, provided however that, in the event that an amendment of the Articles of Incorporation or By-Laws is inconsistent with any provision of this Declaration (other than the Exhibit being amended), then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth."

C) By deleting Section 14.6 (pages 1786 and 1787) in its entirety and substituting therefor the following:

"All Other Amendments. An amendment or amendments to this Declaration of Condominium other than as set forth above may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by the owners of the majority of the dwelling units within the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than 75% of the members of the Association in order for such amendment or amendments to become effective. An amendment may also be adopted if signed by all unit owners and all holders of mortgages upon units. Amendment or amendments of this Declaration of Condominium which are so adopted shall be transcribed and certified by the President or Vice President and Secretary or Assistant Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Volusia County, Florida, forthwith, such amendment or amendments

to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record shall be delivered to all of the owners of all dwelling units, but delivery of a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereof by proxy.

PROVIDED, HOWEVER, THAT:

A. Neither the percentage of ownership of common elements and common surplus appurtenant to any unit, or any unit's share of the common expenses shall be altered, amended or modified without the written consent of all owners and mortgagees of units in Eagles' Landing Condominium.

B. No alteration, amendment, or modification shall be made in the rights and privileges of Developer, without the written consent of the Developer, or its successor.

C. No alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Articles VIII and IX (Insurance and Reconstruction) or Article XI (Maintenance of Community Interests) or Article XII (Assessments) or this Article without the consent of all institutional mortgagees holding mortgages upon units in Eagles' Landing Condominium."

XV. The Surveyor's Certificate (page 1800) and Exhibit A thereto (pages 1801 and 1802) is deleted in its entirety, and the Surveyor's Certificate attached hereto is substituted therefor.

XVI. Exhibit A to the Amended and Restated Declaration as recorded in Map Book 39, pages 122 through 130, is deleted in its entirety and Exhibit A to the Amendment to the Amended and Restated Declaration recorded concurrently herewith is substituted therefor.

XVII. Exhibit B to the Declaration of Condominium (page 1803) is amended by deleting the letter "C" from the Unit type for units numbered 5, 6, 7, 8 and 9 of Phases I and II, and substituting therefor the unit type "C-2".

IN WITNESS WHEREOF, La Cuarta Ola II, Incorporated, a Florida corporation, and CSB Eagles Corporation, a Florida corporation, have caused these presents to be executed and their respective corporate seals to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

WITNESSES:

LA CUARTA OLA, II, INCORPORATED

By: S/  
Attest: S/

[CORPORATE SEAL]

CSB EAGLES CORPORATION

By: S/  
Attest: S/

[CORPORATE SEAL]

BREL01  
HD218

Pagination  
only  
11/19/84  
54

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before this this \_\_\_\_\_ and  
day of \_\_\_\_\_, 1984, by \_\_\_\_\_ and \_\_\_\_\_  
respectively, of La Cuarta Ola, II, Incorporated, a Florida  
corporation, on behalf of the corporation.

*JS*  
Notary Public, State of Florida  
at Large

My Commission Expires:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before this this \_\_\_\_\_ and  
day of \_\_\_\_\_, 1984, by \_\_\_\_\_ and \_\_\_\_\_  
respectively, of CSB Eagles Corporation, a Florida corporation, on  
behalf of the corporation.

*JS*  
Notary Public, State of \_\_\_\_\_  
at Large

My Commission Expires:

SURVEYOR'S CERTIFICATE

The undersigned, a licensed surveyor authorized to practice in the State of Florida, hereby certifies as follows:

1. The survey appearing on Sheet 1 of Exhibit A to this Amendment to Amended and Restated Declaration of Condominium of Eagles' Landing Condominium is a survey of the real property constituting Phase I and Phase II and of the real property constituting proposed Phases III through VI. The site plan appearing on Sheet 2 of Exhibit A is an accurate depiction of the improvements located in Phase I which are complete, and Sheets 2 and 3 of Exhibit A accurately depict the proposed improvement in Phases II through VI, none of which are complete.

2. The material contained in this Exhibit A together with the provisions of the Amended and Restated Declaration of Condominium and Amendment thereto describing the condominium, is an accurate representation of the location and dimensions of the improvements located in Phase I, the proposed improvements to be located in Phase II and the proposed improvements to be located in proposed Phases III through VI, so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

DATED: \_\_\_\_\_

/s/ \_\_\_\_\_

R.L.S., State of Florida

EXHIBIT "A"  
EXALTE SPRUCE CREEK INC.

PHASE I - LEGAL DESCRIPTION

A PORTION OF LOTS M-215 AND M-216, FLY-IN SPRUCE CREEK INC. SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGIN AT THE SOUTHWEST CORNER OF SAID LOT M-215; THENCE NORTH 00°29'50" WEST ALONG SAID LOT M-215 A DISTANCE OF 282.64 FEET; THENCE NORTH 51°55'20" EAST A DISTANCE OF 76.12 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 22.24 FEET; THENCE SOUTH 10°04'40" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 51°49'50" WEST A DISTANCE OF 16.15 FEET; THENCE SOUTH 00°29'59" EAST A DISTANCE OF 160.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT M-215; THENCE SOUTH 51°44'05" WEST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

PHASE II - LEGAL DESCRIPTION

A PORTION OF LOTS M-215 AND M-216, FLY-IN SPRUCE CREEK INC. SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103- 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGIN AT THE SOUTHEAST CORNER OF SAID LOT M-215; THENCE SOUTH 51°44'05" WEST ALONG THE SOUTHEASTERLY LINE OF LOT M-215 A DISTANCE OF 267.98 FEET; THENCE NORTH 00°29'58" WEST A DISTANCE OF 160.95 FEET; THENCE NORTH 51°49'50" EAST A DISTANCE OF 26.15 FEET; THENCE NORTH 13°04'40" WEST A DISTANCE OF 80 FEET; THENCE NORTH 51°44'05" EAST A DISTANCE OF 25 FEET; THENCE NORTH 00°29'58" WEST A DISTANCE OF 90 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 145.00 FEET; THENCE SOUTH 00°29'58" EAST A DISTANCE OF 50 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 122.07 FEET TO A POINT, SAID POINT ON CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 494.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) AN ARC DISTANCE OF 122.11 FEET AND HAVING A CENTRAL ANGLE OF 14°09'17" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 939.69 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF TAXIWAY ECHO ON SAID CURVE AN ARC LENGTH OF 20.99 FEET AND HAVING A CENTRAL ANGLE OF 01°15'21" TO THE POINT OF BEGINNING.

PHASE III - LEGAL DESCRIPTION (PROPOSED)

A PORTION OF LOTS M-215, M-216 AND M-217, FLY-IN SPRUCE CREEK INC. SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT M-215, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2297.43 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) SAID CURVE AN ARC LENGTH OF 5.37 FEET HAVING A CENTRAL ANGLE OF 00°08'02" TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) ON SAID CURVE AN ARC LENGTH OF 41.87 FEET AND HAVING A CENTRAL ANGLE OF 01°03'39" TO A POINT OF A REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 494.26 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY TAXIWAY ECHO ON SAID CURVE AN ARC LENGTH OF 197.19 FEET AND HAVING A CENTRAL ANGLE OF 23°51'31" TO A POINT; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 122.07 FEET; THENCE NORTH 00°29'55" WEST 239.94 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 113.02 FEET TO THE POINT OF BEGINNING;

And

AN OUT PARCEL SOUTH OF LOT M-215, FLY-IN SPRUCE CREEK INCORPORATED SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 33, PAGES 103-108 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEASTERLY CORNER OF SAID LOT M-215 FOR A POINT OF BEGINNING SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 16°52'16", A RADIUS OF 930.00 FEET AND CHORD BEARING SOUTH 15°11'31" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 276.70 FEET TO THE P.T. OF SAID CURVE; THENCE SOUTH 06°48'33" WEST A DISTANCE OF 38.38 FEET TO A P.C. OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 20.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.42 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH 93°14'37" WEST A DISTANCE OF 204.82 FEET TO A P.C. OF A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 02°44'39" AND A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.93 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH 00°29'50" WEST A DISTANCE OF 25.30 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT M-215 North 51°44'05" EAST A DISTANCE OF 407.08 FEET TO THE POINT OF BEGINNING.

PHASE IV - LEGAL DESCRIPTION (PROPOSED)

A PORTION OF LOTS M-215, M-216 AND M-217 FLY-IN SPRUCE CREEK INC., SUBDIVISION, UNIT I AS RECORDED IN MAP BOOK 33, PAGE 103 - 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGGIN AT THE SOUTHWEST CORNER OF SAID LOT M-215; THENCE NORTH 00°29'59" WEST ALONG THE WESTERLY LINE OF SAID LOT M-216 AND M-217 A DISTANCE OF 295.68 FEET; THENCE NORTH 09°30'02" EAST A DISTANCE OF 100 FEET; THENCE NORTH 53°14'43" EAST A DISTANCE OF 93.01 FEET; THENCE NORTH 89°30'02" EAST A DISTANCE OF 73.39 FEET; THENCE SOUTH 00°29'58" EAST A DISTANCE OF 188.94 FEET; THENCE SOUTH 39°30'12" WEST A DISTANCE OF 115.00 FEET; THENCE SOUTH 00°29'53" EAST A DISTANCE OF 90 FEET; THENCE SOUTH 51°44'05" WEST A DISTANCE OF 25 FEET; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 72.24 FEET; THENCE SOUTH 51°55'20" WEST A DISTANCE OF 76.14 FEET TO THE POINT OF BEGINNING.

PHASE V - LEGAL DESCRIPTION (PROPOSED)

A PORTION OF LOTS M-216 AND M-217 FLY-IN SPRUCE CREEK INC., SUBDIVISION UNIT I, AS RECORDED IN MAP BOOK 33, PAGE 104 THROUGH 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING BEGGIN AT THE NORTHEAST CORNER OF SAID LOT M-217; THENCE NORTH 09°12'41" EAST ALONG THE NORTHERLY LINE OF SAID LOT M-217 A DISTANCE OF 340.78 FEET TO THE NORTHEAST CORNER SAID POINT BEING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2227.43 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY OF TAXIWAY ECHO (A 50 FOOT RIGHT-OF-WAY) ON SAID CURVE AN ARC LENGTH OF 126.29 FEET AND HAVING A CENTRAL ANGLE OF 63°08'52"; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 195.41 FEET; THENCE SOUTH 53°14'48" WEST A DISTANCE OF 93.01 FEET; THENCE SOUTH 89°30'02" WEST A DISTANCE OF 100 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT M-217; THENCE NORTH 00°29'59" WEST ALONG THE WESTERLY LINE OF SAID LOT M-217 A DISTANCE OF 190 FEET TO THE POINT OF BEGINNING.

PHASE VI - LEGAL DESCRIPTION (PROPOSED)

ALL OF LOT M-218 FLY-IN SPRUCE CREEK INC., SUBDIVISION, UNIT I, AS RECORDED IN MAP BOOK 33, PAGE 103 THROUGH 108 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.